

ADDENDA

GENERAL

1.01 The following sets forth the format for issued Addenda.

ADDENDUM NO. 02 dated March 12, 2026.

RE: VOLUNTARY BARRIER REMOVAL
OWNER PROJECT NO.: 232146
AT
BASSETT STREET ELEMENTARY
15756 Bassett St., Lake Balboa, CA 91406

FROM: OWNER: LOS ANGELES UNIFIED SCHOOL DISTRICT
FACILITIES CONSTRUCTION CONTRACTS
333 S. Beaudry Ave., 28th Fl.
Los Angeles, CA 90017

TO: ALL PROSPECTIVE BIDDERS:

This Addendum forms a part of the Contract Documents and modifies the Bidding Documents dated February, 2026, as noted below. Acknowledge receipt of the Addendum in the space provided on Document 00 4100 - Bid and Acceptance Form. Failure to do so may result in the bid being deemed non-responsive.

The Addendum consists of 19 pages.

“The DSA review of this addendum is not expected to result in a material change to the contract”

Armando Ayala	Armando Ayala <small>Digitally signed by Armando Ayala DN: cn=Armando Ayala, o=LAUSD, ou=Project Execution - Facilities - ADA Centralized, email=armando.ayala@lausd.net, c=US Date: 2026.03.12 11:02:32 -0700</small>	03/12/26
_____ OAR Name	_____ Signature	_____ Date

Regional Director Name	Signature	Date
_____	_____	_____

A. CHANGES TO BIDDING DOCUMENTS :

- Remove and Replace:
 - **Spec 00 0110 Table of Contents – 6 pages.**
- Remove and Replace:
 - **Spec 00 0116 Invitation to Bid Document – 4 pages.**
Bid Due date now to read: before 2:00 pm on Tuesday, March 17, 2026.

- Remove and Replace
 - **Spec 00 4001 Required Bid Forms – 1 page.**
 - Remove and Replace
 - **Spec 00 4100 Bid and Acceptance – 5 pages.**
- Bid Due date now to read: before 2:00 pm on Tuesday, March 17, 2026.**

- B. CHANGES TO SPECIFICATIONS: N/A
- C. CHANGES TO DRAWINGS: N.A
- D. OTHER CHANGES AS SET FORTH: N/A
- E. Clarification or any other notice of a change in the Bidding Documents will be issued only by the OWNER office of Facilities Construction Contracts and only in the form of a written Addendum, transmitted by fax or e-mail to all who are known by the issuing office to have received a complete set of Bidding Documents. Any other purported Addenda are void and unenforceable.

Question #1 (RFC#01)

On sheet C1.22 Note IR1, IR2, and IR 4 shows installation by LADWP. Note 1 states contractor to coordinate off site work with LADWP. Please confirm if this off-site work already have a permit and contractor just need to coordinate.

Answer #1 (RFC#01)

There is currently no off-site work permit in progress. Contractor to coordinate and obtain permit from city. Alternatively, there is an existing 2" water line in. Contractor shall coordinate with LAUSD facilities and confirm and perform potholing if necessary.

OAR Comments Question #1 (RFC#01);
No comment

Questions 2 (RFC#02)

Please confirm only mechanical scope is M5.11 duct cleaning on existing exhaust fan.

Answer #2 (RFC#02)

Yes, that is correct. All other mechanical scope previously shown has been removed from plans.

ORA Comments Questions #2 (RFC#02)
No Comments

Question 3 (RFC#03)

Bid specs have 32 1819 solar reflective pavement coating. Existing asphalt only have regular seal coat. Please confirm 32 1819 doesn't apply on this project.

Answer 3 (RFC#03)

We agree that the scope of work for this project does not include any solar reflective coating.

OAR Comments Questions #3 (RFC#03)
No Comments

Questions 4 (RFC#04)

Please provide specs for colored concrete and stained concrete

Answer 4 (RFC#04)

See Concrete pavement schedule on 3/A1.51. GC shall submit manufacturer's product data to AOR for review. GC shall provide physical samples/mock-ups for each color and texture for AOR and OAR's review. Follow manufacturer's application instructions.

OAR Comments Question #4 (RFC#04)

GC to provide samples related to concrete in conjunction with MS-02 timeline.

Questions #05 (RFC#05)

Sheet A-3.41 note 6 shows stainless steel coiling service counter door and frame. Cookson ESC20 please provide specification section for this scope.

Answer #05 (RFC#05)

See 08-3113 for general requirements

OAR Comments Question #05 (RFC#05)

No comments.

END OF ADDENDUM NO. 02

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SECTION 00 1116

INVITATION TO BID

Subject to all conditions prescribed by OWNER, sealed bids for a lump sum, fixed price contract are invited for the following Work:

BASSETT STREET ELEMENTARY

COLIN # 10373370 / 232146

LOS ANGELES UNIFIED SCHOOL DISTRICT AS OWNER

EDUCATIONAL SERVICE CENTER – Local District Area North

DESCRIPTION OF WORK: Voluntary Barrier Removal (BV) (PSA)

OWNER is committed to sustainable or “high performance” design and construction in all of its schools because high performance schools enhance student and teacher performance, reduce operating costs, and protect the environment. To implement this commitment, the Owner endorses the high performance school strategies defined in the Collaborative for High Performance School (CHPS) Best Practices Manuals (available at www.chps.net), and requires that all qualified projects achieve, at a minimum, a “CHPS School” rating. The Owner shall be responsible for monitoring compliance with the CHPS criteria necessary to achieve this objective.

The Los Angeles Unified School District’s electronic bid submittal process has changed. Bidders are now required to utilize the Ariba Business (Supplier) Network to submit a bid package electronically.

Bidders will need their company’s user ID and password to access the Ariba Business (Supplier) Network at <https://LAUSD.sourcing3.ariba.com/ad/webjumper?itemID=NYm0APjCp2tjkdh&awcharget=UTF-8>. If an existing LAUSD vendor is unaware of the user ID and password associated with their Ariba Business (Supplier) Network account, they should contact the Vendor Services Unit for assistance via email at psg-vs@lausd.net or via telephone at (562) 654-9404.

A bidder will need to access the Ariba Business (Supplier) Network and submit the bid package for the transaction number identified below by the Bid Due Date. Virtual drop-in sessions have been scheduled for Tuesdays and Thursdays, 11 am to 12 pm, to provide instructions on accessing and responding to LAUSD solicitations in the Ariba Business (Supplier) Network. You should join a session via the following link: https://teams.microsoft.com/l/meetup-join/19%3ameeting_ZmI4MjU3ZTYtZmYxNC00MjZhLTk0MGQtNDIjNTg3YmNIMzQ4%40thread.v2/0?context=%7b%22Tid%22%3a%22042a40a1-b128-4ac4-8648-016ffa121487%22%2c%22Oid%22%3a%22ec989ceb-0c29-4836-86b7-03f004059bc2%22%7d. A job aid on accessing and responding to LAUSD solicitations in the system is attached to Section 00 2113 - Instructions to Bidders. If unsuccessful in uploading the file, a bidder should e-mail fat3559@lausd.net at least two (2) days prior to the Bid Due Date for assistance.

The vendor is solely responsible for ensuring timely submission of its electronic solicitation response. A vendor should allow itself adequate time for bid submittal and possible technical support as bids will not be accepted after the deadline.

The vendor must complete its bid entry and upload all required documents before the end of the bid submission period. The District is not responsible for contractor system problems/errors.

To ensure that your bid is submitted properly and on time, please submit well before the Bid Due Date/Time, at least two (2) days in advance as suggested above.

The applicable reference number for this project in the Ariba Business (Supplier) Network is Ariba Sourcing project #Doc2002867879.

Bidding Documents will be available to bidder after the first date of advertisement and can be obtained at:

CRISP IMAGING
Los Angeles Office (Downtown)
1829 S. Main Street
Los Angeles, CA 90015
Business Hours:
Monday through Friday
7:00 a.m. to 6:00 p.m.
Telephone: (213) 741-9560

Additional office locations are listed at www.crispimg.com.

Bidders may also view and order Bidding Documents through the website by clicking on the “Planroom” button, click “Public Jobs”.

Bid will only be accepted from a pre-qualified and qualified bidder pursuant to the OWNER prequalification process and RFQ requirements.

Bidders should note that the OWNER’s prequalification requirements include mechanical, electrical, and plumbing contractors (i.e., contractors licensed pursuant to Sections 7056–7059 of the Business and Professions Code, specifically holding A, B, C-4, C-7, C-10, C-16, C-20, C-34, C-36, C-38, C-42, C-43, or C-46 licenses pursuant to regulations of the Contractors’ State License Board) that contract directly with a bidder to perform any such component work on the Project (“MEP subcontractors”). Bidders that intend to contract with any MEP subcontractors to perform any such component work on the Project shall only select MEP subcontractors that have been prequalified by the OWNER at least five (5) business days before the date fixed for the public opening of bids. Non-MEP subcontractors do not need to be prequalified to perform non-MEP component work on the Project. Bidders and MEP subcontractors shall not be eligible to bid or perform work on the Project if they (a) have not submitted completed prequalification questionnaires and financial statements to the OWNER at least ten (10) business days before the date fixed for the public opening of bids, and (b) have not been prequalified by the OWNER at least five (5) business days before the date fixed for the public opening of bids. The OWNER’s list of prequalified contractors can be found online at <https://www.laschools.org/new-site/prequalification/additional-resources> by clicking on “Safety PQ Program Approved List.” The list is updated on an ongoing basis. If an MEP subcontractor does not appear on the list, bidder should verify with the subcontractor to determine if subcontractor has received a notice from OWNER that confirms its prequalification by the above deadline. Unless prohibited by the OWNER, bidders licensed pursuant to Section 7057 of the Business and Professions Code, specifically holding general building contractor B licenses pursuant to regulations of the Contractors’ State License Board, may self-perform any work on the Project to the extent permitted by law. Bids that fail to adhere to these requirements will be deemed non-responsive by the OWNER.

Bidder should note the disclaimer in Section 00 2113, 1.09 E, concerning the use of District prequalified subcontractors.

Bidder is advised that no contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relation pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations (DIR) and the Los Angeles Unified School District's DIR-approved Labor Compliance Program.

BID DUE DATE: Bid will only be accepted before **2:00 PM, TUESDAY, MARCH 17, 2026**

Deadline for MEP subcontractors to be prequalified by the OWNER: **MARCH, 10, 2026** Bidder must only list MEP subcontractors that are prequalified by the OWNER as of this date. OWNER will attempt to ensure that all prequalified MEP subcontractors are placed on the OWNER's List of Prequalified MEP Subcontractors in a timely manner. However, if an MEP subcontractor does not appear on the list, bidder should verify with the subcontractor to determine if subcontractor has received a notice from OWNER that confirms its prequalification by the deadline. Bids that fail to adhere to this requirement will be deemed non-responsive by the OWNER.

Bidder is responsible for the cost of bid package. Cost for bid package is non-refundable. Bid package is non-returnable.

Bid security in the amount of ten (10) percent of the lump sum base bid, excluding bid items, as set forth in Section 01 2300, shall accompany each bid. Surety issuing the bid bond shall meet the requirements set forth in Article 5.17 of the General Conditions. A mandatory pre-bid meeting and pre-bid job walk will be held in accordance with Section 00 2513. The bidder is responsible for ensuring that they have complete Bidding Documents including all Addenda provided by the OWNER, prior to the bid due date.

Pursuant to Labor Code Section 1771.7, this Project will be subject to the Owner approved Labor Compliance Program (Final Approval, December 7, 1996). For questions or assistance concerning the Labor Compliance Program, contact the Labor Compliance Department at (213) 241-4665 or lcp@lausd.net, or go to www.laschools.org/new-site/labor-compliance/ on the internet. Any Contractor to whom a contract for the Work is awarded by the Owner shall comply with the provisions of the California Labor Code, as well as the Owner Labor Compliance Program for the Project, including, without limitation, the obligation to pay the general prevailing rates of wages in the locality in which the Work is to be performed in accordance with, without limitation, Sections 1771, 1773.1, 1774, 1775 and 1776 of the California Labor Code and the obligation to comply with Section 1777.5 of the California Labor Code governing employment of apprentices. Copies of the prevailing rates of per diem wages are available to any interested party at www.laschools.org/new-site/labor-compliance/dir or www.dir.ca.gov/oprl.

The successful bidder will be required to pay prevailing wages in accordance with law and is required to have the following State of California Contractor license current at the time of bid submission:

In accordance with the provisions of Public Contract Code section 3300, OWNER has determined that the CONTRACTOR performing this project must hold the following license as the prime contractor: **B – General Building Contractor**. A prime CONTRACTOR self-performing any of the following specialty trades must also hold the required specialty license:

C-11 Elevator

To perform abatement and demolition work, including removal of roofing materials, bidders must select a subcontractor from the Owner's List of Asbestos Abatement Subcontractors as per Section 00 3126. The only license required to perform abatement and demolition work, including removal of roofing materials, is C-22. A dual license of C-22 and C-39 is not a requirement.

Bidder is required to participate in an OWNER Controlled Insurance Program (OCIP) as set forth in Section 00 7316 and Article 5 of the General Conditions.

Bidder is subject to the Small Business Enterprises participation requirements as set forth in Section 00 7339.

It is the responsibility of the Prime contractor to ensure that its subcontractors/suppliers register to become LAUSD certified prior to award. Please have all subcontractors/suppliers utilize the following link to access the online registration: <http://www.laschools.org/new-site/small-business/sbe-certification>.

WORKER CERTIFICATION - Only Workers skilled in the various trades required on this Contract shall be employed upon the Work. In addition to all other requirements stated in the Bidding Documents, all craftsmen must adhere to the following requirement(s): Journeyman plumbers must possess a plumbing certificate issued by the Los Angeles County and City of Los Angeles, Building and Safety Divisions. All HVAC technicians must possess an EPA-608 Certification. Electricians working for a contractor with a C-10 license must possess a California State Electrician certification. Electricians that are certified can be verified via the State database at www.dir.ca.gov/DAS/ElectricalTrade.htm. Elevator companies must possess a Certified Qualified Conveyance Company License (CQCC). Journeymen will be required to have their Certified Competent Conveyance Mechanics License (CCCM) from the State of California and Journeymen working within the City limits of Los Angeles will be required to have their Journeymen Elevator Mechanic's License. The State of California (Elevator, Ride and Tram Unit) will inspect all County Elevator Modernizations and Alterations.

Bidder is subject to the Project Stabilization Agreement (PSA) as set forth in Document 00 4500 and Section 00 7349

Phasing/scheduling requirements -- 01 1219 Appendix A. Additionally, refer to Supplementary Condition 00-7300.

The District's contract bond estimate is **\$2,447,000**.

The Contract Time is **274** days.

CONTRACTOR should consult the General Conditions, Supplementary Conditions, and General Requirements regarding Milestones and Liquidated Damages. CONTRACTOR has those options regarding retention as set forth in Public Contract Code Section 22300.

CONTRACTOR is advised that fraud is investigated by the Office of the Inspector General. The Inspector General of the Los Angeles Unified School District has statutory authority to audit and investigate persons and companies that do business with the District. Identified criminal acts including fraud, kickbacks, theft, and conspiracy are pursued to the greatest extent of the law, in conjunction with Federal, State, and Local law enforcement partner agencies.

Examples of offenses and corresponding maximum sentences are:

- 15 U.S.C. §1 Conspiracy to Restrain Trade - 10 years
- 18 U.S.C. §1341 Mail Fraud - 20 years
- 18 U.S.C. §1344 Bank Fraud - 30 years
- 18 U.S.C. §1349 Conspiracy to Commit Wire Fraud - 20 years
- 18 U.S.C. §1956 Money Laundering - 20 years
- California Penal Code §487 Grand Theft – 3 years

Offenses carry potential fines of up to \$1,000,000.

Call the OIG Hotline at **(213) 241-7778** or visit <http://achieve.lausd.net/oig>

END OF SECTION

SECTION 00 4001

REQUIRED BID FORMS

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. As stated in Section 00 2113 – Instructions to Bidders, this Section contains the original bid forms and supplemental bid forms that shall be utilized by the bidder in preparing and submitting the bid, except for the document referenced in section 1.02B below.

1.02 ORIGINAL BID FORMS FOR USE BY BIDDER

- A. Fill out and submit the following original bid forms for your **electronic** bid:
1. Document 00 4100 - Bid and Acceptance Form (signature required)
 2. Addendum of Provisions Required of Federally Funded Contracts – FEMA Awards (signatures required)
 3. Document 00 4313 - Bid Security Form (signatures required)
 4. Document 00 4336 - Subletting and Subcontracting Fair Practices Act List
 5. Document 00 4340 - Disabled Veteran Business Enterprise (DVBE)
School Facilities Program
 6. Document 00 4500 - Certification Requirements (signature required)
 7. Document 00 4519 - Non-Collusion Affidavit (signature required)
- B. Bidder shall submit a copy of a current and valid SBE certificate if you are a Small Business Enterprise.
- C. Bidder shall submit Small Business Enterprises compliance requirements and additional supplemental subcontractor information within five (5) days from the date of OWNER request. The document for actual use by the bidder will be provided to the bidder by the OWNER. Failure to submit within five (5) days may render the bid non-responsive.

END OF SECTION

BID AND ACCEPTANCE FORM

Bidder Name: _____

1.01 BID SUBMISSION INSTRUCTIONS

- A. **Submit this form, along with all other required bid forms, electronically as indicated in Section 00 2113 - Instructions to Bidders. The bid shall be submitted by the Bid Due Date.**
- B. Bidders shall keep the Bid and Acceptance Form intact and return all pages when submitting bid.
- C. Failure to submit the complete Bid and Acceptance Form may invalidate the bid.

1.02 BID DUE DATE: **BEFORE 2:00 P.M. on TUESDAY, MARCH 17, 2026**

The only acceptable time of receipt is the date/time stamp imprinted upon the bid package by the representative of Facilities Contracts.

1.03 PROJECT IDENTIFICATION:

- A. The undersigned is familiar with the terms of the Contract, the local conditions affecting performance of Contract, the cost of the Work at the place where the Work is to be done, and with the Drawings, Specifications and all other Bidding Documents. The undersigned hereby proposes and agrees to perform, within the Contract Time stipulated, the Work including all of its component parts; and to provide and furnish any and all of the labor, materials, tools, apparatus, facilities, expendable equipment, and all utility and transportation services necessary to perform the Work in accordance with the Contract and complete all Work in a workmanlike manner for: **BASSETT STREET ELEMENTARY, VOLUNTARY BARRIER REMOVAL (BV)(PSA), COLIN ID #10373370 / SCOPE ID# 232146**

in strict conformity with the Drawings and Specifications prepared by:

Facilities Services Division
Los Angeles Unified School District

1.04 Bidder acknowledges the following Addendum:

Number Number Number Number Number Number Number Number Number Number Number Number

1.05 BASE BID (MUST BE FULLY COMPLETED BY BIDDER)

Bidder will complete the Work in accordance with the Contract Documents for the following base bid amount:

(\$ _____)
(numeric figures)

1.06 BID ITEMS - N/A

1.07 The base bid amount includes all Contract Allowances, if any, as set forth in the Specifications or as described in Section 01 2100 - Allowances. **N/A**

1.08 The base bid amount includes all applicable taxes and does not include Federal Excise Tax as set forth in Article 6.38 of the General Conditions.

1.09 BASIS OF AWARD OF CONTRACT:

- A. Pursuant to Public Contract Code 20119, OWNER shall award the contract to the bidder whose bid is determined to be the best value to the District. To determine the best value contractor, the District shall divide each bidder's price by its qualifications score. The lowest resulting cost per quality point will represent the best value bid.

B. The use of Public Contract Code Section 20119 does not preclude the OWNER from adding to or deducting from the Contract to be awarded any of the additive or deductive bid items identified in the bid solicitation.

A. **OWNER RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS.**

Article 1 - Scope of Work

The CONTRACTOR shall perform, within the time stipulated in the Contract Documents, all of which are incorporated herein and shall provide all labor, materials, equipment, tools, utility services, transportation and everything else necessary to complete in a workmanlike manner, and in exact compliance with the terms of the Contract Documents, all of the Work required in connection with the following titled Project:

**BASSETT STREET ELEMENTARY – VOLUNTARY BARRIER REMOVAL
2610037 / 10373370 / 232146**

[Contract Number/Project Number(s) – to be filled in by Facilities Contracts]

Article 2 - Time for Completion

The Work shall be commenced on the date stated in the OWNER Notice to Proceed. The time period for Contract Completion of the Work shall be 274 calendar days from the date set forth in the Notice to Proceed issued by the OWNER, and in accordance with the Contract regarding milestones and liquidated damages.

TIME IS OF THE ESSENCE.

Article 3 - Hold Harmless, Defense and Indemnification

To the fullest extent permitted by law, the CONTRACTOR, even if it is without fault itself, shall indemnify, defend and hold harmless the OWNER, the Board, the OCIP Administrator, and its and their respective officers, employees, program administrators, representatives, agents and consultants, from every liability, claim, loss, cause of action, action, demand, penalty, cost, expense (including without limitation, attorneys' fees) related to or arising from:

1. Any injury to person or property sustained by the CONTRACTOR or by any person, firm, or corporation, employed directly or indirectly by it upon or in connection with the Work;
2. Any injury to person or property sustained by any person, firm, or corporation, caused by any act, neglect, default, or omission of the CONTRACTOR or any person, firm, or corporation, directly or indirectly employed by it upon or in connection with the Work, whether the injury or damage occurs upon or adjacent to the Work;
3. The furnishing or use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article, or appliance under the Contract Documents; and
4. As otherwise provided in the Contract Documents.

The CONTRACTOR at its own cost, expense, and risk, shall defend all legal proceedings that may be brought against all such potential indemnities for any such liability, claim, loss, cause of action, action, demand, penalty, cost and expense, and satisfy any resulting judgment that may be rendered against any of them whether or not the liability, claim, loss, cause of action, action, demand, penalty, cost and expense (including without limitation, attorneys' fees) was actually or allegedly caused wholly or in part through the negligence or other tortious conduct of any of them. OWNER shall have the right to approve counsel proposed for any such defense and shall be consulted with regard to any proposed settlement. This Article 3 is not meant to require the CONTRACTOR to defend, indemnify or hold harmless the potential indemnities from their own active negligence, such as is prohibited by Civil Code Section 2782.

Article 4 - Insurance

The OWNER maintains an Owner Controlled Insurance Program (OCIP). The specific provisions of that program are set forth in the General Conditions. CONTRACTOR will provide its own insurance coverage as to all types of insurance not provided for in the program and relevant to the Project in amounts of coverage and by carriers approved by the OWNER.

Article 5 - Bonding

If the amount of original award of the Contract exceeds TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00), the CONTRACTOR shall furnish to the OWNER a Payment Bond (Material and Labor). CONTRACTOR shall also provide a Faithful Performance Bond. Both Bonds shall be for 100% of the Contract Amount and contain the terms and conditions required by Articles 5.16 through 5.17 of the General Conditions. The CONTRACTOR is also required to submit all other bonds as required by the Contract Documents.

Article 6 - Provisions Required by Law Deemed Inserted

Each and every provision of law and clause required by law to be inserted in the Contract Documents shall be deemed to be inserted and the Contract Documents shall be read and enforced as though it were included in the Contract Documents. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, upon application of either party the Contract Documents shall forthwith be physically amended to make such insertion or correction.

Article 7 - Lead Renovation, Repair & Paint (RRP) Rule Requirements

A. Bidder Requirement

1. The below requirement applies to all District projects at all District sites regardless of the construction date of the building and/or building occupant's age.
2. Bidder must have a valid USEPA Lead-Safe Renovator Firm Certificate.
3. Firms cannot advertise or perform renovation activities covered by RRP Rule without firm certification.
4. Firms that are paid to perform work that disturb paint must be certified. This includes all firms, even sole proprietorships. Firms covered under this requirement are General Contractors, sub-contractors, and Special trade contractors, including but not limited to painters, plumbers, carpenters, electricians, window installers and replacers, telecommunication, remodeling, and repair/maintenance firms.

B. General Requirement

1. The below requirement applies to all District projects at all District sites regardless of the construction date of the building and/or building occupant's age.
2. Contractor (Firm) performing lead-related construction work must possess a current US EPA Lead-Safe Renovator Firm training completion certificate and provide a copy of the USEPA Lead-Safe Renovator Firm Certificate. *The certificate must be submitted prior to starting work.*
3. Each laborer/journeyperson level worker performing lead-related construction work must possess a current USEPA Lead Renovation, Repair and Paint ("RRP") Rule training completion certificate and *provide a copy* of the USEPA Lead Renovation, Repair and Paint ("RRP") Rule Certificate. *The certificate must be submitted prior to starting work.*

Article 8 - Internal Revenue Code Section 179D

For the purposes of this section, the term "CONTRACTOR" shall refer to the Architect-Engineer or other entity with whom the OWNER has entered into the Contract and that would qualify as the entity primarily responsible for designing certain energy efficient improvements for property owned by a Federal, State, or local government or a political subdivision as defined by Internal Revenue Code Section 179D, as amended ("Section 179D").

If this contract pertains to a project that includes energy-efficiency improvements to (a) the interior lighting systems, (b) the heating, cooling, ventilation, and hot water systems, or (c) the building envelope, and CONTRACTOR qualifies as a "Designer" of these improvements, CONTRACTOR may opt to be treated as the taxpayer for the purposes of Section 179D, and if so, shall coordinate the allocation of that deduction as follows:

1. LAUSD has retained an Energy Policy Act ("EPAct") Coordinator to act on its behalf in connection with the allocation of the Section 179D tax deduction. No other companies or individuals are authorized to represent LAUSD in relation to this allocation; only the District's EPAct Coordinator is authorized.

2. LAUSD intends to allocate a portion of the tax deduction to CONTRACTOR, following third-party certification of the required energy savings under Section 179D. In exchange, CONTRACTOR shall provide cash compensation (sometimes referred to as a "rebate") to LAUSD in an amount calculated to yield equal net values for both parties, where net value is defined as the value of the benefit remaining after relevant adjustments are made. (See paragraph 5 below.) The form of the rebate will be a check payable to Los Angeles Unified School District issued within 45 days of CONTRACTOR's receipt of the tax refund or other realization of the tax savings generated by CONTRACTOR's claim of the Section 179D deduction on CONTRACTOR's federal tax return for the year the energy efficiency improvements were placed in service.

3. CONTRACTOR will arrange, at its own expense, for certification by a qualified third party that the installed energy-efficiency property meets the requirements established by Section 179D, and will submit that certification to LAUSD's Facilities Legislation, Grants and Funding office (FLGF) within 15 days of obtaining it.

4. FLGF will submit the certification to the LAUSD Chief Facilities Executive (CFE) along with a completed allocation statement (template attached), which the CFE will sign and submit to CONTRACTOR within 15 days of FLGF's receipt of the certification.

5. CONTRACTOR will submit to the U.S. Internal Revenue Service a tax return (or amended tax return) that includes the Section 179D deduction. Within 15 days of receiving the tax refund or other benefit of the tax deduction, CONTRACTOR will provide all information necessary for EAct Coordinator to calculate the gross and net values of the tax benefit, where the gross value to LAUSD will be the amount of the check to be issued by CONTRACTOR to LAUSD (i.e. the rebate); the net value, which will be equal for both parties, will be the value of the benefit remaining after all relevant adjustments for each party have been made. CONTRACTOR's information needed for the calculation just mentioned will consist of invoices for legal, accounting, and certification services; an adjustment will also be made for the value of the tax deductibility of CONTRACTOR's rebate to LAUSD. LAUSD's relevant adjustment will consist of its fee and expenses for the EAct Coordinator. (See attached Sample 179D Assumptions and Calculations.)

6. EAct Coordinator will provide this calculation to CONTRACTOR so that CONTRACTOR can submit the rebate check to LAUSD. The check must be delivered to FLGF within 45 days of CONTRACTOR's receipt of the tax refund or other realization of the tax savings generated by CONTRACTOR's claim of the Section 179D deduction on CONTRACTOR's federal tax return.

7. CONTRACTOR will remain solely liable for any penalties, interest, or costs that might result from the preparation, submittal, or any other future disposition of its claim of the Section 179D tax deduction. If this contract pertains to a project that includes energy-efficiency improvements to be installed in a building as part of (a) the interior lighting systems, (b) the heating, cooling, ventilation, and hot water systems, or (c) the building envelope, and CONTRACTOR does not qualify as a "Designer" of these improvements according to Section 179D, then CONTRACTOR will identify its Designer subcontractors and the energy-efficiency improvements for which each subcontractor is responsible so that LAUSD can contact them directly regarding possible allocation of LAUSD's Section 179D tax deduction benefits.

BID DATE: _____, 20_____

By _____ (SEAL)
(Firm Name as it appears on Contractor's State License)

(Authorized person to sign bid – print name)

(Signature of authorized person to sign bid)

Business Address: _____

Phone No. _____

Fax No. _____

Email Address _____

FOR FC USE ONLY

Contract Number

2610037



with Plans
with Specs

1.10 ACCEPTANCE

This Contract is made and entered into on the date set forth on Page 4 of this Contract, by and between the Los Angeles Unified School District, by and through its Board of Education (hereinafter the "OWNER"), and

_____,
{Name as it appears on Contractor's State License – to be filled in by OWNER / Facilities Contracts }

_____, a _____.
{sole ownership, partnership, corporation, joint venture, or other }

This Contract is for the purpose of constructing that Project identified as **BASSETT STREET ELEMENTARY** and commonly referred to as **VOLUNTARY BARRIER REMOVAL (BV)(PSA)**

CONTRACTOR is the lowest responsible bidder in response to an Invitation to Bid issued by the OWNER and represents that it is qualified to perform all of the terms, covenants, promises and conditions of this Contract.

Article 9 - Contract Amount

The OWNER shall pay, and the CONTRACTOR shall accept, in full payment for performance as required by the Contract Documents, the sum of _____

(To be filled in by OWNER / Office of Facilities Contracts)

(\$ _____), subject to any additions or deductions, if any, as provided in the Contract Documents. It is understood and agreed that all applicable taxes are included in the Contract Amount and that the Federal Excise Tax, from which the OWNER is exempt, is not included. The OWNER, upon request, will furnish the CONTRACTOR such Tax Exemption Certificates as may be required by the Manufacturer or Dealer.

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.

Executed on _____, 20____ at Los Angeles, California.

(To be filled in by Chief Procurement Officer, Deputy Chief Procurement Officer (Facilities) (up to \$20M), Director of Facilities Contracts (up to \$10M), Sr. Contract Administration Manager (up to \$5M), Contract Administration Manager (up to \$2.5M), Assistant Contract Administration Manager (up to \$1M), or Contract Administration Analyst (up to \$500K))

LOS ANGELES UNIFIED SCHOOL DISTRICT

By: _____

CHIEF PROCUREMENT OFFICER, DEPUTY CHIEF PROCUREMENT OFFICER (FACILITIES), DIRECTOR OF FACILITIES CONTRACTS, SR. CONTRACT ADMINISTRATION MANAGER, CONTRACT ADMINISTRATION MANAGER, ASSISTANT CONTRACT ADMINISTRATION MANAGER, OR CONTRACT ADMINISTRATION ANALYST

BLUE INK SIGNATURE REQUESTED
FAILURE TO SUBMIT THIS FORM OR ANY MODIFICATION(S) TO THIS FORM
SHALL RENDER THE BID NON-RESPONSIVE

END OF DOCUMENT