



PROJECT MANUAL

PROJECT NUMBER: 22213.00-26

**FREMONT ELEMENTARY SCHOOL
CAMPUS HVAC SYSTEM UPGRADES**

BAKERSFIELD CITY SCHOOL DISTRICT

January 16, 2024

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LIST OF DRAWINGS AND TABLES**Fremont Magnet Elementary School: Campus HVAC System Upgrade****DSA APP: 03-122640****Dated: 11/09/2023**

The drawings are listed below and dated as referenced:

Sheet No.	Title	Date
<u>TITLE</u>		
A0.00	Title Sheet	09/08/2023
<u>ARCHITECTURAL</u>		
A1.22	Partial Site Plans	09/08/2023
A1.00	Campus Site Plan	09/08/2023
A1.10	Partial Demolition Site Plan	09/08/2023
A1.20	Partial Site Plan	09/08/2023
A2.00	Schedules	09/08/2023
A2.02	Window Schedule	09/08/2023
A2.10	Demolition Floor Plans	09/08/2023
A2.11	Partial Demolition Floor Plans	09/08/2023
A2.20	Floor Plans	09/08/2023
A2.21	Partial Floor Plans	09/08/2023
A3.00	Roof Plans	09/08/2023
A4.00	Exterior Elevations	09/08/2023
A4.01	Exterior Elevations	09/08/2023
A4.10	Building Sections	09/08/2023
A5.00	Demolition Reflected Ceiling Plans	09/08/2023
A5.10	Reflected Ceiling Plans	09/08/2023
A6.00	Interior Elevations	09/08/2023
A6.01	Interior Elevations	09/08/2023
A6.02	Interior Elevations	09/08/2023
A6.03	Interior Elevations	09/08/2023
A6.04	Interior Elevations	09/08/2023
A8.00	Details	09/08/2023
A8.01	Details	09/08/2023
A8.02	Details	09/08/2023
A8.03	Details	09/08/2023
<u>STRUCTURAL</u>		
S0.01	General Notes	11/02/2023
S0.02	General Notes	11/02/2023
S2.01	Roof Framing Plans	11/02/2023
S3.01	Sections & Details	11/02/2023
S3.02	Sections & Details	11/02/2023

MECHANICAL

M1.00	Mechanical Site Plan, Schedule & Notes	09/14/2022
M2.10	Mechanical Demolition Plans	09/14/2022
M2.20	Mechanical Floor Plan	09/14/2022
M3.10	Mechanical Roof Plan	09/14/2022
M4.10	Mechanical Details & Sections	09/14/2022
M4.11	Mechanical Details	09/14/2022
M4.12	Duct Bracing Details	09/14/2022
M4.13	Duct Bracing Details	09/14/2022
M5.10	Mechanical Title 24 Sheets - Building C,D,E	09/14/2022
M5.11	Mechanical Title 24 Sheets – Building C,D,E	09/14/2022
M5.12	Mechanical Title 24 Sheets – Building R19 & R20	09/14/2022
M5.13	Mechanical Title 24 Sheets – Building R19 & R20	09/14/2022
M5.14	Mechanical Title 24 Sheets – BLDG F	09/14/2022
M5.15	Mechanical Title 24 Sheets – BLDG F	09/14/2022

PLUMBING

P1.00	Plumbing Site Plan, Schedule & Notes	09/14/2022
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P2.20	Plumbing Plan	09/14/2022
P2.21	Plumbing Plan	09/14/2022
P8.00	Bracing General Requirements & Details	09/14/2022
P8.01	Seismic Bracing Details	09/14/2022

ELECTRICAL

E-001	Single Line & General Notes	09/15/2023
E-002	Panel Schedules	09/15/2023
E-003	Fire Alarm Riser	09/08/2023
E-004	Fire Alarm Calculations	09/15/2023
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E-006	Indoor T24 Sheets	09/08/2023
E-100	Fire Alarm Site Plan	
E-101	Building B1 & B2 Fire Alarm Demo Plan	09/08/2023
E-102	Fire Alarm Building H & R21-R24 Demo Plan	09/08/2023
E-103	Building A Fire Alarm Demo Plan	09/08/2023
E-104	Building C & D Fire Alarm Demo Plan	09/08/2023

E-105	Building E & F Fire Alarm Alarm Demo Plan	09/08/2023
E-106	Building G Fire Alarm Demo Plan	09/08/2023
E-107	Room R18 & R40-R43 Fire Alarm Demo Plans	09/08/2023
E-108	Room R38 & R29-R39 Fire Alarm Demo Plans	09/08/2023
E-109	Room R23 & R1 Fire Alarm Demo Plans	09/08/2023
E-201	Building B1 & B2 Fire Alarm Plan	09/08/2023
E-202	Fire Alarm Building H & R21-R24 Plan	09/08/2023
E-203	Building A Fire Alarm Plan	09/08/2023
E-204	Building C & D Fire Alarm Plan	09/08/2023
E-205	Building E & F Fire Alarm Alarm Plan	09/08/2023
E-206	Building G Fire Alarm Plan	09/08/2023
E-207	Building R40-R43 & R18 Fire Alarm Plan	09/08/2023
E-208	Building R29-R34 & R38 Fire Alarm Plan	09/08/2023
E-209	Building R23 & R1 Fire Alarm Plan	09/08/2023
E-500	Electrical Site Plan	09/15/2023
E-501	Electrical Demolition Sheet	09/08/2023
E-502	Electrical Sheet	09/08/2023
E-503	Demolition Lighting Plan	09/08/2023
E-504	Lighting Plan	09/08/2023
E-505	Electrical Roof Plan	09/08/2023

END OF DOCUMENT

DOCUMENT 00 01 20

LIST OF SCHEDULES

SCHEDULES

***[PLACEHOLDER]
[BASELINE SCHEDULE TO BE PROVIDED VIA ADDENDUM]***

END OF DOCUMENT

NOTICE TO BIDDERS

1. Notice is hereby given that the governing board ("Board") of the Bakersfield City School District ("District") will receive sealed bids for the following project, **Bid No. 22213.00-26, Multiple Bid Package(s)** ("Project" or "Contract") as reflected below:

Fremont Elementary School – Campus HVAC System Upgrades

2. The Project consists of:

Selective Demolition and Construction necessary for the 2-Phase Modernization of Fremont Elementary School. Existing Building(s) C, D, E, F, R19, & R20 will be Modernized in 2-Phases along with all ADA & Site/ Chiller Yards. This work is associated with Civil, Architectural, Structural, Plumbing, Mechanical and Electrical-Low Voltage work as indicated in the Drawings and Specifications. Generally, these categories of work involve New Finishes, Hazardous Material Abatement, Demolition, Adaptive Re-Use and Modification of certain selected areas, Accessibility Compliance, Re-Roofing, HVAC Upgrades at Instructional Areas, Expanding Selected Infrastructure Utilities, Campus-Wide Fire Alarm Upgrades, and Extensive Modifications. The Project will involve the "phasing" and barricading of work areas as indicated on the Logistics Plan and enumerated in these Specifications. This is a Multiple Prime Package project as clarified below.

3. To bid on this Project, the Bidder is required to possess one or more of the following State of California contractors' license(s):

- **Bid Package Breakdown:**

- #FES-01 – Demolition & Abatement; (B) or (C-21/22)
- #FES-02 – General Trade; (B)
- #FES-03 – Mechanical; (C-20)
- #FES-04 – Electrical & Low Voltage; (C-10)
- #FES-05 – Plumbing & Site Utilities; (C-36)
- #FES-06 – Floor Coverings; (C-15 & C-54)

The Bidder's license(s) must remain active and in good standing throughout the term of the Contract.

4. To bid on this Project, the Bidder is required to be registered as a public works contractor with the Department of Industrial Relations pursuant to the Labor Code.
5. Contract Documents will be available on or after January 16, 2024, for review at the District Maintenance, Operations, and Transportation Office, and may be downloaded from the District's website, using the following link.

<http://mot.bcsd.com/Construction%20Consultants/22216.00-35%20Fremont%20ES%20Campus%20HVAC%20Systems%20Upgrades/>

In addition, Contract Documents are available for bidders' review at the following builders' exchanges:

- A. Kern County Builder's Exchange @ Phone: (661) 324-4921
6. Contract documents are also available for purchase at Blueprint Services, 1100 18th Street, Bakersfield, CA, 93301.
7. **Sealed bids will only be received until 2:00 p.m., February 29, 2024,** at the District Maintenance, Operations & Transportation Office, 1501 Feliz Drive, Bakersfield, California 93307 at or after which time the bids will be opened and publicly read aloud. Any bid that is submitted after this time shall be nonresponsive and returned to the bidder. Any claim by a bidder of error in its bid must be made in compliance with section 5100 et seq. of the Public Contract Code.
8. This Project requires prequalification pursuant to AB 1565 of all general contractors and all mechanical, electrical and plumbing subcontractors. If required, Prequalification can be completed using the online prequalification system at www.qualitybidders.com. A bid package will not be accepted from any bidder that is required to submit a completed questionnaire and supporting documents pursuant to AB 1565, but has not done so at least ten (10) business days prior to the date fixed for the public opening of sealed bids or that has not been prequalified for at least five (5) business days prior to that date.
9. All bids shall be on the form provided by the District. Each bid must conform and be responsive to all pertinent Contract Documents, including, but not limited to, the Instructions to Bidders.
10. A bid bond by an admitted surety insurer on the form provided by the District a cashier's check or a certified check, drawn to the order of the Bakersfield City School District, in the amount of ten percent (10%) of the total bid price, shall accompany the Bid Form and Proposal, as a guarantee that the Bidder will, within seven (7) calendar days after the date of the Notice of Award, enter into a contract with the District for the performance of the services as stipulated in the bid.
11. A **Mandatory Pre-Bid Conference and Site Visit** will be held on **January 31, 2024, at 3:00p.m.** at **Fremont Elementary School** located at **607 Texas St., Bakersfield, California 93307.** All participants are required to sign in front of the **Administration Building.** The site visit is expected to take approximately one (1) hour. Failure to attend or tardiness will render bid ineligible. All Bid Packages as clarified below are required to attend.
 - #FES-01 – Demolition & Abatement
 - #FES-02 – General Trade
 - #FES-03 – Mechanical
 - #FES-04 – Electrical & Low Voltage
 - #FES-05 – Plumbing & Site Utilities
 - #FES-06 – Floor Coverings
12. The successful Bidder shall be required to furnish a 100% Performance Bond and a 100% Payment Bond if it is awarded the Contract for the Work.

13. The successful Bidder may substitute securities for any monies withheld by the District to ensure performance under the Contract, in accordance with the provisions of section 22300 of the Public Contract Code.
14. The successful bidder will be required to certify that it either meets the Disabled Veteran Business Enterprise ("DVBE") goal of three percent (3%) participation or made a good faith effort to solicit DVBE participation in this Contract if it is awarded the Contract for the Work.
15. The Contractor and all Subcontractors under the Contractor shall pay all workers on all Work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to section 1770 et seq. of the California Labor Code. Prevailing wage rates are also available from the District or on the Internet at: <http://www.dir.ca.gov>
16. This Project is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations pursuant to Labor Code section 1771.4 and subject to the requirements of Title 8 of the California Code of Regulations. The successful Bidder shall comply with all requirements of Division 2, Part 7, Chapter 1, Articles 1-5 of the Labor Code.
17. This Project is funded in whole or in part with federal funds, and therefore the Contractor shall comply with the Davis-Bacon Act, applicable reporting requirements, and any other applicable requirements for federal funding. Federal prevailing wage rates are available at <https://sam.gov/content/wage-determinations>.
18. The District shall award the Contract, if it awards it at all, to the lowest responsive responsible bidder based on:
 - A. The base bid amount only. Please conform to the District's Bid Form specific to each Bid Package.
19. The Board reserves the right to reject any and all bids and/or waive any irregularity in any bid received. If the District awards the Contract, the security of unsuccessful bidder(s) shall be returned within sixty (60) days from the time the award is made. Unless otherwise required by law, no bidder may withdraw its bid for ninety (90) days after the date of the bid opening.

END OF DOCUMENT

INSTRUCTIONS TO BIDDERS

Bidders shall follow the instructions in this document, and shall submit all documents, forms, and information required for consideration of a bid.

Bakersfield City School District ("District") will evaluate information submitted by the apparent low Bidder and, if incomplete or unsatisfactory to District, Bidder's bid may be rejected at the sole discretion of District.

1. Bids are requested for a general construction contract, or work described in general, for the following project ("Project" or "Contract"):

Fremont Elementary School - Campus HVAC System Upgrades

This is a Multiple Prime project delivery method. To bid on this Project, the Bidder is required to possess one or more of the following State of California contractors' license(s):

Bid Package Breakdown:

- #FES-01 – Demolition & Abatement; (B) or (C-21/22)
 - #FES-02 – General Trade; (B)
 - #FES-03 – Mechanical; (C-20)
 - #FES-04 – Electrical & Low Voltage; (C-10)
 - #FES-05 – Plumbing & Site Utilities; (C-36)
 - #FES-06 – Floor Coverings; (C-15 & C-54)
2. A Bidder and its subcontractors must possess the appropriate State of California contractors' license and must maintain the license throughout the duration of the project. Bidders must also be registered as a public works contractor with the Department of Industrial Relations pursuant to the Labor Code. Bids submitted by a contractor who is not properly licensed or registered shall be deemed nonresponsive and will not be considered.
 3. This Project requires prequalification pursuant to AB 1565 of all General Contractors and all Mechanical, Electrical and Plumbing subcontractors. If required, Prequalification can be completed using the online prequalification system at www.qualitybidders.com. A bid package will not be accepted from any bidder that is required to submit a completed questionnaire and supporting documents pursuant to AB 1565, but has not done so at least ten (10) business days prior to the date fixed for the public opening of sealed bids or that has not been prequalified for at least five (5) business days prior to that date.
 4. District will receive sealed bids from bidders as stipulated in the Notice to Bidders.
 - a. All bids must be sealed in an envelope, marked with the name and address of the Bidder, name of the Project, the Project Number and/or bid number, and time of bid opening.

- b. Bids must be submitted to the District Office, 1300 Baker Street, Bakersfield, CA 93305 by date and time shown in the Notice to Bidders.
 - c. Bids must contain all documents as required herein.
- 5. Bidders are advised that on the date that bids are opened, District offices and services will not be open to bidders.
- 6. Bids will be opened at or after the time indicated for receipt of bids.
- 7. Bidders must submit bids on the documents titled Bid Form and Proposal, and must submit all other required District forms. Bids not submitted on the District's required forms shall be deemed nonresponsive and shall not be considered. Additional sheets required to fully respond to requested information are permissible.
- 8. Bidders shall not modify the Bid Form and Proposal or qualify their bids. Bidders shall not submit to the District a re-formatted, re-typed, altered, modified, or otherwise recreated version of the Bid Form and Proposal or other District-provided document.
- 9. Bids shall be clearly written and without erasure or deletions. District reserves the right to reject any bid containing erasures, deletions, or illegible contents.
- 10. Bidders must supply all information required by each Bid Document. Bids must be full and complete. District reserves the right in its sole discretion to reject any bid as nonresponsive as a result of any error or omission in the bid. Bidders must complete and submit all of the following documents with the Bid Form and Proposal:
 - a. Bid Bond on the District's form, or other security.
 - b. Designated Subcontractors List.
 - c. Site Visit Certification, if a site visit was required.
 - d. Non-Collusion Declaration.
 - e. Iran Contracting Act Certification, if contract value is \$1,000,000 or more.
 - f. Federal Debarment Certification.
 - g. Federal Byrd Anti-Lobbying Certification, if contract value is \$100,000 or more.
- 11. Bidders must submit with their bids cash, a cashier's check or a certified check payable to District, or a bid bond by an admitted surety insurer of not less than ten percent (10%) of amount of Base Bid, plus all additive alternates ("Bid Bond"). If Bidder chooses to provide a Bid Bond as security, Bidder must use the required form of corporate surety provided by District. The Surety on Bidder's Bid Bond must be an insurer admitted in the State of California and authorized to issue surety bonds in the State of California. Bids submitted without necessary bid security will be deemed nonresponsive and will not be considered.

12. If Bidder to whom the Contract is awarded fails or neglects to enter into the Contract and submit required bonds, insurance certificates, and all other required documents, within **SEVEN (7)** calendar days after the date of the Notice of Award, District may deposit Bid Bond, cash, cashier's check, or certified check for collection, and proceeds thereof may be retained by District as liquidated damages for failure of Bidder to enter into Contract, in the sole discretion of District. It is agreed that calculation of damages District may suffer as a result of Bidder's failure to enter into the Contract would be extremely difficult and impractical to determine and that the amount of the Bidder's required bid security shall be the agreed and conclusively presumed amount of damages.
13. Bidders must submit with the bid the Designated Subcontractors List for those subcontractors who will perform any portion of Work, including labor, rendering of service, or specially fabricating and installing a portion of the Work or improvement according to detailed drawings contained in the plans and specifications, in excess of one half of one percent (0.5%) of total bid. Failure to submit this list when required by law shall result in bid being deemed nonresponsive and the bid will not be considered.
14. All of the listed subcontractors are required to be registered as a public works contractor with the Department of Industrial Relations pursuant to the Labor Code.
 - a. An inadvertent error in listing the California contractor license number on the Designated Subcontractors List shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive if the correct contractor's license number is submitted to the District within 24 hours after the bid opening and the corrected number corresponds with the submitted name and location for that subcontractor.
 - b. An inadvertent error listing an unregistered subcontractor shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive provided that any of the following apply:
 - (1) The subcontractor is registered prior to the bid opening.
 - (2) The subcontractor is registered and has paid the penalty registration fee within 24 hours after the bid opening.
 - (3) The subcontractor is replaced by another registered subcontractor pursuant to Public Contract Code section 4107.
15. If a mandatory pre-bid conference and site visit ("Site Visit") is required as referenced in the Notice to Bidders, then Bidders must submit the Site Visit Certification with their Bid. District will transmit to all prospective Bidders of record such Addenda as District in its discretion considers necessary in response to questions arising at the Site Visit. Oral statements shall not be relied upon and will not be binding or legally effective. Addenda issued by the District as a result of the Site Visit, if any, shall constitute the sole and exclusive record and statement of the results of the Site Visit.
16. Bidders shall submit the Non-Collusion Declaration with their bids. Bids submitted without the Non-Collusion Declaration shall be deemed nonresponsive and will not be considered.

17. The Contractor and all Subcontractors under the Contractor shall pay all workers on all work performed pursuant to the Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the Department of Industrial Relations, are available upon request at the District's principal office. Prevailing wage rates are also available on the internet at <http://www.dir.ca.gov>. Federal prevailing wage rates are available at <https://sam.gov/content/wage-determinations>.

Since the Project is funded in whole or in part with federal funds, the Contractor and all Subcontractors under the Contractor shall comply with the Davis-Bacon Act, applicable reporting requirements, and any other applicable requirements for federal funding. If a conflict exists with a state requirement, the more stringent provision shall control.

18. Section 17076.11 of the Education Code requires school districts using funds allocated pursuant to the State of California School Facility Program for the construction and/or modernization of school building(s) to have a participation goal for disabled veteran business enterprises ("DVBE") of at least three percent (3%) per year of the overall dollar amount expended on projects that receive state funding or demonstrate its good faith effort to solicit DVBE participation in this Contract. In order to meet this requirement by demonstrating a good faith effort, Bidder must advertise for DVBE-certified subcontractors and suppliers before submitting its Bid. For any project that is at least partially state-funded, the lowest responsive responsible Bidder awarded the Contract must submit certification of compliance with the procedures for implementation of DVBE contracting goals with its signed Agreement. DVBE Certification form is attached. Do not submit this form with your Bid.
19. Submission of bid signifies careful examination of Contract Documents and complete understanding of the nature, extent, and location of Work to be performed. Bidders must complete the tasks listed below as a condition to bidding, and submission of a bid shall constitute the Bidder's express representation to District that Bidder has fully completed the following:
 - a. Bidder has visited the Site, if required, and has examined thoroughly and understood the nature and extent of the Contract Documents, Work, Site, locality, actual conditions, as-built conditions, and all local conditions and federal, state and local laws, and regulations that in any manner may affect cost, progress, performance, or furnishing of Work or that relate to any aspect of the means, methods, techniques, sequences, or procedures of construction to be employed by Bidder and safety precautions and programs incident thereto;
 - b. Bidder has conducted or obtained and has understood all examinations, investigations, explorations, tests, reports, and studies that pertain to the subsurface conditions, as-built conditions, underground facilities, and all other physical conditions at or contiguous to the Site or otherwise that may affect the cost, progress, performance, or furnishing of Work, as Bidder considers

necessary for the performance or furnishing of Work at the Contract Sum, within the Contract Time, and in accordance with the other terms and conditions of Contract Documents, including specifically the provisions of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies, or similar information or data are or will be required by Bidder for such purposes;

- c. Bidder has correlated its knowledge and the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents;
- d. Bidder has given the District prompt written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in or among the Contract Documents and the actual conditions, and the written resolution(s) thereof by the District is/are acceptable to Bidder;
- e. Bidder has made a complete disclosure in writing to the District of all facts bearing upon any possible interest, direct or indirect, that Bidder believes any representative of the District or other officer or employee of the District presently has or will have in this Contract or in the performance thereof or in any portion of the profits thereof;
- f. Bidder must, prior to bidding, perform the work, investigations, research, and analysis required by this document and that Bidder represented in its Bid Form and Proposal and the Agreement that it performed prior to bidding. Contractor under this Contract is charged with all information and knowledge that a reasonable bidder would ascertain from having performed this required work, investigation, research, and analysis. Bid prices must include entire cost of all work "incidental" to completion of the Work.
- g. Conditions Shown on the Contract Documents: Information as to underground conditions, as-built conditions, or other conditions or obstructions, indicated in the Contract Documents, e.g., on Drawings or in Specifications, has been obtained with reasonable care, and has been recorded in good faith. However, District only warrants, and Bidder may only rely, on the accuracy of limited types of information.
 - (1) As to above-ground conditions or as-built conditions shown or indicated in the Contract Documents, there is no warranty, express or implied, or any representation express or implied, that such information is correctly shown or indicated. This information is verifiable by independent investigation and Bidder is required to make such verification as a condition to bidding. In submitting its Bid, Bidder shall rely on the results of its own independent investigation. In submitting its Bid, Bidder shall not rely on District-supplied information regarding above-ground conditions or as-built conditions.
 - (2) As to any subsurface condition shown or indicated in the Contract Documents, Bidder may rely only upon the general accuracy of actual reported depths, actual reported character of materials, actual reported soil types, actual reported water conditions, or actual obstructions shown or indicated. District is not responsible for the completeness of such information for bidding or construction; nor is

District responsible in any way for any conclusions or opinions that the Bidder has drawn from such information; nor is the District responsible for subsurface conditions that are not specifically shown (for example, District is not responsible for soil conditions in areas contiguous to areas where a subsurface condition is shown).

- h. Conditions Shown in Reports and Drawings Supplied for Informational Purposes: Reference is made to the document entitled Geotechnical Data, and the document entitled Existing Conditions, for identification of:
 - (1) Subsurface Conditions: Those reports of explorations and tests of subsurface conditions at or contiguous to the Site that have been utilized by Architect in preparing the Contract Documents; and
 - (2) Physical Conditions: Those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that has been utilized by Architect in preparing the Contract Documents.
 - (3) These reports and drawings are **not** Contract Documents and, except for any "technical" data regarding subsurface conditions specifically identified in Geotechnical Data and Existing Conditions, and underground facilities data, Bidder may not in any manner rely on the information in these reports and drawings. Subject to the foregoing, Bidder must make its own independent investigation of all conditions affecting the Work and must not rely on information provided by District.

- 20. Bids shall be based on products and systems specified in Contract Documents or listed by name in Addenda. Whenever in the Specifications any materials, process, or article is indicated or specified by grade, patent, or proprietary name, or by name of manufacturer, that Specification shall be deemed to be followed by the words "or equal." Bidder may, unless otherwise stated, offer any material, process, or article that shall be substantially equal or better in every respect to that so indicated or specified. The District is not responsible and/or liable in any way for a Contractor's damages and/or claims related, in any way, to that Contractor's basing its bid on any requested substitution that the District has not approved in advance and in writing. Contractors and materials suppliers who submit requests for substitutions prior to the award of the Contract must do so in writing and in compliance with Public Contract Code section 3400. All requests must comply with the following:
 - a. District must receive any notice of request for substitution of a specified item a minimum of **TEN (10)** calendar days prior to bid opening. The Successful Bidder will not be allowed to substitute specified items unless properly noticed.
 - b. Within 35 days after the date of the Notice of Award, the Successful Bidder shall submit data substantiating the request(s) for all substitution(s) containing sufficient information to assess acceptability of product or system and impact on Project, including, without limitation, the requirements specified in the Special Conditions and the Specifications. Insufficient information shall be grounds for rejection of substitution.

- c. Approved substitutions, if any, shall be listed in Addenda. District reserves the right not to act upon submittals of substitutions until after bid opening.
 - d. Substitutions may be requested after Contract has been awarded only if indicated in and in accordance with requirements specified in the Special Conditions and the Specifications.
21. Bidders may examine any available "as-built" drawings of previous work by giving District reasonable advance notice. District will not be responsible for accuracy of "as-built" drawings. The document entitled Existing Conditions applies to all supplied "as-built" drawings.
 22. All questions about the meaning or intent of the Contract Documents are to be directed via email to the **Construction Manager(s): Estevan Sanchez @ estevan.sanchez@safeworkcm.com, Tom Anderson @ tom.anderson@safeworkcm.com, and Michael Delgado @ Michael.delgado@safeworkcm.com**. Please CC all questions to the **Architect Team** as well as noted: **Patrick Fogarty @ pfogarty@aparchitects.net and Miguel Castellanos @ mcastellanos@aparchitects.net**. Interpretations or clarifications considered necessary by the District in response to such questions will be issued in writing by Addenda and emailed, faxed, mailed, or delivered to all parties recorded by the District as having received the Contract Documents or posted on the District's website at <https://www.bcsd.com/Page/1148>. Questions received less than **SEVEN (7)** calendar days prior to the date for opening bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
 23. Addenda may also be issued to modify other parts of the Contract Documents as deemed advisable by the District.
 24. Each Bidder must acknowledge each Addendum in its Bid Form and Proposal by number or its Bid shall be considered non-responsive. Each Addendum shall be part of the Contract Documents. A complete listing of Addenda may be secured from the District.
 25. This Contract may include alternates. Alternates are defined as alternate products, materials, equipment, systems, methods, or major elements of the construction that may, at the District's option and under terms established in the Contract and pursuant to section 20103.8 of the Public Contract Code, be selected for the Work.
 26. The District shall award the Contract, if it awards it at all, to the lowest responsive responsible bidder based on the criteria as indicated in the Notice to Bidders. In the event two or more responsible bidders submit identical bids, the District shall select the Bidder to whom to award the Contract by lot.
 27. Discrepancies between written words and figures, or words and numerals, will be resolved in favor of figures or numerals.
 28. Bidders in contention for contract awards shall be required to attend a Post-Bid interview, which will be set within three (3) calendar days following bid opening. A duly authorized representative of the apparent low bidder is required to attend the Post Bid Interview, in person. The apparent low bidder's authorized representative(s) must have (1) knowledge of how the bid submitted was prepared,

(2) the person responsible for supervising performance of the Work, and (3) the authority to bind the apparent low bidder. Failure to attend the Post Bid Interview as scheduled will be considered just cause for the District to reject the Bid as nonresponsive.

29. Any bid protest by any Bidder regarding any other bid must be submitted in writing to the District, before 5:00 p.m. of the **THIRD (3rd)** business day following bid opening.
- a. Only a Bidder who has actually submitted a bid, and who could be awarded the Contract if the bid protest is upheld, is eligible to submit a bid protest. Subcontractors are not eligible to submit bid protests. A Bidder may not rely on the bid protest submitted by another Bidder.
 - b. A bid protest must contain a complete statement of any and all bases for the protest and all supporting documentation. Materials submitted after the bid protest deadline will not be considered.
 - c. The protest must refer to the specific portions of all documents that form the basis for the protest.
 - (1) Without limitation to any other basis for protest, an inadvertent error in listing the California contractor's license number on the Designated Subcontractors List shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive if the correct contractor's license number is submitted to the District within 24 hours after the bid opening and the corrected number corresponds with the submitted name and location for that subcontractor.
 - (2) Without limitation to any other basis for protest, an inadvertent error listing an unregistered subcontractor shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive provided that any of the following apply:
 - (i) The subcontractor is registered prior to the bid opening.
 - (ii) The subcontractor is registered and has paid the penalty registration fee within 24 hours after the bid opening.
 - (iii) The subcontractor is replaced by another registered subcontractor pursuant to Public Contract Code section 4107.
 - d. The protest must include the name, address and telephone number of the person representing the protesting party.
 - e. The party filing the protest must concurrently transmit a copy of the protest and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other bidders or proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.

- f. The procedure and time limits set forth in this paragraph are mandatory and are each bidder's sole and exclusive remedy in the event of bid protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings.
30. The Bidder to whom Contract is awarded shall execute and submit the following documents by 5:00 p.m. of the **SEVENTH (7th)** calendar day following the date of the Notice of Award. Failure to properly and timely submit these documents entitles District to reject the bid as nonresponsive.
- a. Agreement: To be executed by successful Bidder. Submit four (4) copies, each bearing an original signature. A facsimile or electronic signature shall be deemed to be the equivalent of the actual original signature upon District Approval.
 - b. Escrow of Bid Documentation: This must include all required documentation. See the document titled Escrow Bid Documentation for more information.
 - c. Performance Bond (100%): On the form provided in the Contract Documents and fully executed as indicated on the form.
 - d. Payment Bond (Contractor's Labor and Material Bond) (100%): On the form provided in the Contract Documents and fully executed as indicated on the form.
 - e. Insurance Certificates and Endorsements as required.
 - f. Workers' Compensation Certification.
 - g. Prevailing Wage and Related Labor Requirements Certification.
 - h. Disabled Veteran Business Enterprise Participation Certification.
 - i. Drug-Free Workplace Certification.
 - j. Tobacco-Free Environment Certification.
 - k. Hazardous Materials Certification.
 - l. Lead-Based Materials Certification.
 - m. Imported Materials Certification.
 - n. Criminal Background Investigation/Fingerprinting Certification.
 - o. Roofing Project Certification: from Contractor, Material Manufacturer and/or Vendor.
 - p. Registered Subcontractors List: Must include Department of Industrial Relations (DIR) registration number of each subcontractor for all tiers. Submittal of a Registered Sub List within 10 days after notice to proceed.

31. Time for Completion: District may issue a Notice to Proceed within **NINETY (90)** days from the date of the Notice of Award. Once Contractor has received the Notice to Proceed, Contractor shall complete the Work within the period of time indicated in the Contract Documents.
- a. In the event that the District desires to postpone issuing the Notice to Proceed beyond this 90-day period, it is expressly understood that with reasonable notice to the Contractor, the District may postpone issuing the Notice to Proceed.
 - b. It is further expressly understood by Contractor that Contractor shall not be entitled to any claim of additional compensation as a result of the postponement of the issuance of the Notice to Proceed beyond a 90-day period. If the Contractor believes that a postponement of issuance of the Notice to Proceed will cause a hardship to the Contractor, the Contractor may terminate the Contract. Contractor's termination due to a postponement beyond this 90-day period shall be by written notice to District within **TEN (10)** calendar days after receipt by Contractor of District's notice of postponement.
 - c. It is further understood by the Contractor that in the event that Contractor terminates the Contract as a result of postponement by the District, the District shall only be obligated to pay Contractor for the Work that Contractor had performed at the time of notification of postponement and which the District had in writing authorized Contractor to perform prior to issuing a Notice to Proceed.
 - d. Should the Contractor terminate the Contract as a result of a notice of postponement, District shall have the authority to award the Contract to the next lowest responsive responsible bidder.
32. District reserves the right to reject any or all bids, including without limitation the right to reject any or all nonconforming, nonresponsive, unbalanced, or conditional bids, to re-bid, and to reject the bid of any bidder if District believes that it would not be in the best interest of the District to make an award to that bidder, whether because the bid is not responsive or the bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by District. District also reserves the right to waive any inconsequential deviations or irregularities in any bid. For purposes of this paragraph, an "unbalanced bid" is one having nominal prices for some work items and/or enhanced prices for other work items.
33. It is the policy of the District that no qualified person shall be excluded from participating in, be denied the benefits of, or otherwise be subjected to discrimination in any consideration leading to the award of contract, based on race, color, gender, sexual orientation, political affiliation, age, ancestry, religion, marital status, national origin, medical condition or disability. The Successful Bidder and its subcontractors shall comply with applicable federal and state laws, including, but not limited to the California Fair Employment and Housing Act, beginning with Government Code section 12900, and Labor Code section 1735.
34. Prior to the award of Contract, District reserves the right to consider the responsibility of the Bidder. District may conduct investigations as District deems

necessary to assist in the evaluation of any bid and to establish the responsibility, including, without limitation, qualifications and financial ability of Bidders, proposed subcontractors, suppliers, and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to District's satisfaction within the prescribed time.

35. Bidder expressly acknowledges that it is familiar with and capable of complying with applicable federal, State, and local requirements relating to COVID-19 or other public health emergency/epidemic/pandemic protocols.

END OF DOCUMENT

BIDDER INFORMATION AND FORMS

This is a Multiple Prime project Delivery Method as clarified above. Please reference the Prime Contractor package breakdown below for your use in referencing the appropriate Bid Package Scope of Work and ensure all coordination efforts as outlined are met for a complete set of Contract Documents.

Bid Package Breakdown:

- #FES-01 – Demolition & Abatement
- #FES-02 – General Trade
- #FES-03 – Mechanical
- #FES-04 – Electrical & Low Voltage
- #FES-05 – Plumbing & Site Utilities
- #FES-06 – Floor Coverings

END OF DOCUMENT



**FREMONT ELEMENTARY SCHOOL
CAMPUS HVAC SYSTEM UPGRADES
BID PACKAGE #FES-01
DEMOLITION & ABATEMENT**

SCOPE OF WORK



BID PACKAGE #FES-01 **DEMOLITION & ABATEMENT** **SCOPE OF WORK**

PRIME CONTRACTOR
*(Prime must possess a **Class A or B** License)*

Spec. Section	Description	Spec. Section	Description
Division 00	Procurement and Contracting	*Division 09	Finishes
Division 01	General Requirements	*Division 10	Specialties
02-41-19	Selective Demolition	*Division 11	Equipment
*Division 03	Concrete	*Division 22	Plumbing
*Division 05	Metals	*Division 23	Heating, Ventilating, & Air-Cond.
*Division 06	Wood, Plastics, and Composites	*Division 26	Electrical
*Division 07	Thermal & Moisture Protection	*Division 32	Exterior Improvements
*Division 08	Openings		
<i>* As applicable to work within this Bid Package.</i>			

ATTACHMENT(S): SUMMARY OF COMPREHENSIVE ASBESTOS INSPECTION FINDINGS (YES ENVIRONMENTAL, INC.; DATED JULY 2023)

General Comment: This document is provided to assist the Contractor with outlining the scope of work. It's the Contractor's responsibility to measure the site to obtain actual dimensions and assess existing conditions. It is the contractor's responsibility to review and fully understand the approved project drawings to provide a complete and successful project to the Owner. During the pre-bid jobwalk, it is expected that each potential Contractor measure, quantify, identify the existing conditions as the construction documents are not to scale. Drawings do not identify all site conditions. This Contractor is responsible for incorporating the work scope, drawings, specifications, and contract documents to provide a complete proposal. Contractor is responsible to visit the school site as noted in the Contract Documents and familiarize oneself with the Scope of Work in relation to the Drawings/Specs. Should clarification be necessary, this Contractor shall submit discrepancy or inquiry to the Construction Manager or Owner's Representative using the Pre-Bid Clarification form included in this package.

This is a Multiple Prime project. This Bid Package is responsible to coordinate their scope of work with all other Bid Packages. Each Contractor shall resolve conflicts with other Bid Package Contractors prior to commencing demolition. It is the responsibility of each Contractor to provide all necessary copies of approved submittals, shop drawings or other approved Contract documents to all other Contractors that connect or interface with work performed under each Bid Package.

Prime Contractor General Duties & Responsibilities: The specific items listed herein are provided to assist the Contractor in understanding the General scope of work but is not intended to supersede any tasks required to perform work. The work will include, but not be limited to, the following:

- Provide all traffic control flagmen, equipment, barricades, trench plates, delineators, caution tape, etc. as necessary and pertaining to this scope of work. At no time shall school operating hours be impacted as a result of construction.
- Provide all labor, equipment, materials, etc. to perform this Bid Package in its entirety.
- No deliveries to take place during school hours to ensure safety.
- Abide by all district rules governing the safety and protection of District personnel, their consultants, students, teaching staff, administration staff. Prime Contractor is primarily responsible for the safety and protection measures administered for their own work.
- Any delivery is to be submitted to the CM Team for approval. All deliveries to include at minimum (1) flagmen to assist the driver and escort through campus as approved by the CM Team.
- Coordinate installation of any work with CM Team that crosses public paths of travel during the school year. The above-mentioned work must be complete after school hours or during the weekends to avoid path of travel disruptions. All paths of travel during construction must comply with ADA accessibility requirements at all times.
- Provide all hoisting, craning, erection, aids, etc. necessary for this Bid Package.
- Schedule of work for this bid package will be in accordance with District approved construction schedule. This will be a 2-Phase project to account for the temporary housing/ swing space. **Each phase is strictly subject to a 4-Month Duration (122 Calendar Days) or a Total of 244 Calendar Days for the Project Duration.** The bidding contractor is aware that the District has a tight timeline and any cost or time impacts as a result of not meeting this deadline will be at the sole responsibility of this Prime Contractor. It is understood that the District holds a not to exceed schedule timeline and other work is affected by this project's completion.
- Contractor understands that it is imperative that work be completed in accordance with the scope schedule or as the work becomes available to them, whichever comes first. The Contractor will try to better the scope schedule, when or if slack or float time becomes available during the course of construction. By doing so, the Contractor agrees this is beneficial to all parties concerned to get their work finished early and agrees to not hold the District responsible for any costs associated with working out of sequence or ahead of schedule, as long as critical work durations do not change. The Contractor agrees to pursue the work aggressively as directed by the CM. If at any time the Contractor falls behind schedule, they are to provide a Time Impact Analysis (TIA) within 5 Calendar Days to shorten the impact and expedite a fully staffed crew.
- Contractor shall be responsible for requesting all existing utilities within the area of work and coordinate with the respective Bid Packages for utility safe-off and disconnections as required to complete this Scope of Work.
- Should any existing utility lines be disrupted during this phase after the initial coordination meeting with the other Bid Packages, it will be the responsibility of this Contractor to make all repairs and restore system functionality, within the workday that it was disrupted, at no additional cost to the Owner. Should Contractor hire a utility locating service, a copy of all findings shall be made available to the CM Team/Owner.
- The Contractor shall include all mobilization charges and protection of "work-in-place" required. It is known that this project will be scheduled and completed in multiple phases and all mobilization shall capture the multiple phases to complete this project accordingly. At no time shall the District be responsible for additional costs due to scheduling requirements to meet the logistics and swing space requirements.

- Furthermore, the sequencing of work may change and should be accommodated within the reasonable constrains of the Contract Documents. It is agreed that several areas may be under construction simultaneously and that multiple crews will be required.
- Contractor will provide only experienced, skillful craftsmen who will assure work of first-class quality and durability.
- This Package is responsible for performing ALL corrective work necessary to add, replace, or modify any defective or deficient work already installed and as directed by the CM, Architect, or Project Inspector.
- Inspect all site or building conditions prior to work commencing and after completion of work to document any existing damage. Any damage caused by the activities of this Bid Package shall be repaired by this Bid Package. If no documentation is provided by the Contractor, then the Contractor shall assume liability for ALL damages to the buildings and site. Contractor is to assume a 48-Hour Notice for ALL Inspection Requests.
- Contractor MUST refer to all “General Notes” and “Special Notes” listed in the drawings to ensure all items listed in those referenced notes are part of the “Scope of Work”.
- Contractor MUST call “Dig Alert” prior to the Demolition Phase.
- This contractor is solely responsible for the supplying and recycling of dumpsters for this bid package.
- All work shall be performed in a manner that keeps the entire project site safely accessible to District personnel and the District’s consultants, emergency personnel, students, and all contractors performing work on or around the project site.
- Contractor shall provide the onsite supervisor prior to start of onsite work with a cellular phone to facilitate communications with the Construction Manager or Owner’s Representative and other Prime Contractors. Supervisor’s phone number(s) are to be provided to the Construction Manager or Owner’s Representative for distribution to all Prime Contractors. The Prime Contractor shall provide a dedicated fore-person or superintendent that shall communicate on a daily basis with the Construction Manager or Owner’s Representative.
- Provide temporary task lighting as required to facilitate the work of this Bid Package in a timely manner and in accordance with the construction schedule. Provide sufficient task lighting to facilitate work of good quality and in accordance with the latest CALOSHA Safety Orders.
- Arrange and coordinate all inspection requests in writing to the Inspectors of Record and copy the Construction Manager for all inspections including third party inspections. Provide all hoisting, lifts, access, etc. for the Project Inspector to review quality of work. Failure to provide access may result in an un-inspectable area.
- Follow the timeline and duration reflected in the Preliminary Construction Schedule enclosed in the proposal documents. All the work shall be commenced and completed in accordance with the start and finish dates as listed in the proposal documents. The Prime Contractor is responsible for any overtime payments associated to the schedule and shall consider the cost as part of the proposal. Additional costs or changes to the proposed amount due to afterhours or Saturday work will not be accepted.
- It is understood that the scope of this work may not be completed in a continual process. This Prime Contractor shall include in the price of their proposal all mobilization charges required in accordance with the attached schedule. Further, once all Prime Contractors are selected, the sequencing of work may change and should be accommodated within reasonable constrains of the Contract Documents. It is agreed that multiple crews may be required. The Prime Contractor shall include in the price of their proposal all overtime and weekend and/or acceleration required to complete the work in accordance to the attached schedule and the final completion date.
- If there is a conflict with any of the Contract Documents, notify the Construction Manager or Owner’s Representative during the proposal process utilizing a Pre-Proposal RFI. If no clarification is issued or the Construction Manager or Owner’s Representative is not notified, you are to propose the most stringent of the conflict, discrepancy, or ambiguity.

- Prime Contractor is responsible for all engineering, surveying and layout for the scope of this package, if any.
- Provide coordination with other Prime Contractors, Construction Manager or Owner's Representative, and public agencies, if required.
- Include in this package storage of all materials in a weather-tight container with multiple moves as needed for the project schedule to continue. The district will not pay storage fees or material cost escalation fees so this package must make all necessary accommodations to ensure all material is safe and free of damage or will need to be replaced due to the ongoing supply chain issues.
- Contractor is required to follow the NOAA pre-rain, rain, and post-rain event checklists to ensure no cost or schedule impacts are experienced due to inclement weather. Contractor is solely responsible for protecting new work and adjacent surfaces from any weather events entering the construction site. All post-weather work not suitable for the Inspector will be the responsibility of the Contractor to correct at no cost to the Owner as a result of lack of protection. **The Contractor is to account for a minimum of 22 Inclement Weather Calendar Days.**
- Contractor to reference the DSA-103 and ensure all specific special testing & inspection efforts are captured.
- Supply power cords, adapters, "spider boxes", etc. as necessary to complete the work of this package in a timely manner and in accordance with the construction schedule. 110V Power will be supplied at no cost to the Contractor, however, Contractor is responsible means of getting power cords to their site locations. Contractor to supply and provide any 3-phase power required for their subcontractors and meter accordingly.
- This contractor shall supply, on a **daily** basis, daily reports to include a summary of all subcontractors and its own forces. All daily reports will need to be submitted on District required software. Submission of daily reports is a condition of progress payment.
- All window, wall, roof, door, etc. openings must be sealed at the end of every day and are the responsibility of this Contractor.
- All workers must sign in **daily**. First and last name is required. This is a labor compliant need and is a condition of receiving progress payments.
- As-built needs to be updated **daily**. Updated as-built are a condition of progress payment.
- This Contractor shall conduct WEEKLY safety meetings with its own forces certify to the owner that the meetings have been held as a condition of progress payment.
- In addition to any other warranties set out elsewhere in this Agreement, this Contractor warrants that work performed under this Agreement conforms to this Agreement's requirements and is free of any defect of equipment, material or design furnished, or workmanship performed by this Contractor or any of his subcontractors or suppliers at any tier. Such warranty shall continue for a period of 90 days from the date of final acceptance of the work but with respect to any part of the work which the District takes possession. Under this warranty, the Contractor shall remedy at their own expense any such failure to conform or any such defect. Construction Manager shall notify the Contractor in writing within a reasonable time after the discovery of any failure, defect, or damage. Should the Contractor fail to remedy any failure, defect or damage described above within a reasonable amount of time after receipt of notice thereof, Construction Manager shall have the right to replace, repair, or otherwise remedy such failure, defect, or damage at this Contractor's expense. In addition to the other rights and remedies provided by this clause, all subcontractors', manufacturers', and suppliers' warranties expressed or implied, respecting any work materials shall, at the direction of the Construction Manager, be enforced by the Contractor for the benefit of the District.
- Contractor is responsible for supplying bins and removal of washout debris and any other hazardous waste generated by its operations to a legal dumpsite offsite.
- This Bid Package is responsible for providing their Builder's Risk Insurance Policy for the project duration.

- This package shall turnover any, parts, manuals from manufacturer's shipping package.
- Unless otherwise noted, the construction start and end times are from 7am-5pm and are to abide by the local Noise Ordinances and Jurisdictions.
- It assumed that any work that is behind schedule as a result of this bid package is the responsibility for additional work shifts and weekend shifts to bring the schedule back to the provided timelines at no additional cost to the Owner.
- This Contractor is This Prime Contractor to perform all Pre/Rain Event Action plans to ensure a water-tight job site. Perform all dewatering and restoration of unsuitable surface conditions, etc. for work specified under this Package as a result of weather while on site in your work area. Any additional cost for move-ins, adjustments, monitoring, etc. is included.
- All Bid Packages are responsible for attending and coordinating in a Weekly Trade Meeting to outline the schedule, milestones, and upcoming work for proper coordination.
- Contractors to review and understand that all items pertaining to Potential Change Orders, Proposed Change Orders, Field Directives, Proposal Requests, Immediate Change Directives, Changes & Extra Work, etc. such as identified in the Contract Documents are to comply with the following:
 - Provide and Receive CM Approval on the DIR Labor Rate Classifications and Hourly Rates prior to the Start of Construction for all personnel on the job.
 - Equipment Rates as established by the Cal Trans – Labor Surcharge & Equipment Rental Rates (2023) as provided as part of this contract.
 - Any incidentals shall not exceed \$500 per change. This shall capture any estimation fees, tools, trucks, fuel, delivery, shop drawings, submittals, reviews, etc.
 - Bonds & Insurance combined shall not exceed 2% of the total change amount.
 - General Prevailing Wage Determinations made by the Director of Industrial Relations are to be followed for all Labor Classifications. The Basic Hourly Rate shall not exceed \$25.00/ Hour as part of the additional burdened wage rate.
 - **Example:** Carpenter Determination – SC-23-31-2-2022-2
 - Basic Hourly Rate @ \$47.24
 - Health & Welfare, Pension, Vacation & Holiday, Training, Other @ \$ 25.00/ Hour
 - Total Allowable Hourly Rate @ \$72.24/ Hour
- **Contractor shall review and understand the School Hours and Academic Calendars for the respective campus.**
- **Provide a site logistics plan outlining temporary construction fencing, temporary restrooms, temporary facilities, pathways, construction signage, haul route, access, etc. as a Submittal for District review prior to starting construction that clearly identifies all school sites to delineate the construction work from the campuses.**

❖ **Demolition & Abatement (Trade Specific) Scope of Work:**

- Contractor will be responsible for confirming existing grades prior to bid including any discrepancies.
- Contractor shall review and familiarize itself with the Construction Logistics Plan.
- Contractor to coordinate demolition of all work with Construction Manager, Inspector of Record, Owner, and all Bid Packages in a Pre-Demolition Conference.
- Once noted that any demolition efforts crossing public pathways of travel during construction or any work affecting public paths of travel during the school year must be done after school hours or on Saturday to avoid path of travel disruptions.
- Contractor shall repair or replace any existing or new construction that is damaged from water intrusion due to failure of required weather protection at contractor's expense.
- At the end of each working day and at completion of work, all Contractors are to remove all materials, supplies and debris as generated by their scope of work. Leave each area

in a clean and acceptable condition. Failure to do so will result in the Construction Manager directing failed clean-up efforts with a 48-hour minimum correction by the Contractor and will backcharge this Prime Contractor all costs associated with the clean-up at no charge to the District.

- Remove exposed piping, valves, meters, equipment, supports, and foundations of disconnected and abandoned utilities.
- Contractor to obtain approval prior to site cutting or making adjustments not scheduled.
- Contractor to provide all permits required for this package at no cost to the District.
- Contractor shall provide all labor, material, equipment, and disposal necessary to perform the selective demolition of all structures, walls, roofs, hardscape, landscape, irrigation, plaster, site features, and all other components necessary to construct the new work.
- This Contractor to assume a minimum of **75SF** per each selective demolition as indicated in the drawings or not that will require new work. This assumption per each location will cover all new framing, backing, rough-in, etc. for a complete working system of the new work.
- This Bid Package is responsible for the Hazardous material abatement and disposal as specified in the abatement plan provided.
- Demolition and removal of structures (including footings), HVAC equipment, fencing, grass, landscaping, irrigation, hardscape, wheel stops, bollards, electrical transformer and pads, dirt and any other items on site, as indicated in the Contract documents.
- Contractor shall notify all local utility companies including but not limited to the Local Water/ Electricity/ Gas/ Telephone Companies as required for the new extents of all Plumbing work. All excavation work shall be approved by all utility companies to assure prevention of interruption of existing services prior to start of work.
- This Contractor is to coordinate the Landscape & Irrigation demolition and removal efforts with the District's grounds/ maintenance crew to ensure all irrigation lines reflected to be removed are disconnected from the main irrigation timer/ controller to prevent any campus interruptions.
- This Prime Contractor is responsible for demo, saw cut, crush, grind, recycle, and removal from the project site all existing structures, existing asphalt, base material, and sub-base material. Any concrete integral valley gutters, masonry walls, ball walls, parking bumpers, playground equipment, debris, & miscellaneous items as noted on the attached drawings that are within this Prime Contractors limits of new work shall be demolished and removed by this Prime Contractor. The Prime Contractor is responsible for walking the site to familiarize themselves with the existing conditions and required demolition. All site clearing and coordination shall comply with respective governing public agencies and is the responsibility of this Prime Contractor whether noted on the drawings or not.
- Prime Contractor may remove site obstructions not identified for removal such as CLF, CLF gates, posts, ramps, etc. at their discretion to facilitate this scope of work, however, should the Prime Contractor elect to remove such items, all items must be replaced including all equipment with new poles (retain existing pole brackets, attachments, equipment, etc.) new concrete foundations, and restore to existing condition and Inspector approval sign-off.
- Provide all street sweeping necessary to maintain dirt free right of ways. Tracking of any dirt, demolished material, base material, A/C or any other earthen material on to city streets must be cleaned up immediately. Provide any required shaker plates, crushed aggregate roll off zones needed to facilitate the remediation of spoils transferred onto city streets/right of ways. Comply with the governing authority's rules and regulations to prevent any contamination of the storm water system.
- Prime Contractor is responsible for protecting all adjacent surfaces and improvements from damage caused in the performance of this work. Prime Contractor shall be

responsible for all costs associated with the replacement, repair or restoration to equal or better condition, of any damaged building or site improvements caused in the performance of this work.

- This Contractor is responsible for removing and re-grading/dressing the affected landscaped areas with new turf and/or hydroseed per District standards as a result of laydown of materials and or access during construction. Contractor to return all existing conditions and replace in-kind any damage of work outside of the construction limits.
- Prime Contractor will walk the site with the Construction Manager or Owner's Representative to establish existing conditions (i.e. damaged curbs, raveling, etc.) prior to commencing work. Prior to commencing work all existing damage shall be photographed, logged and given to the Construction Manager or Owner's Representative. Prime Contractor will remedy any damage resulting from Prime Contractor's work.
- Include preparation/submission of all paperwork (haul route maps, applications, etc.) as required by the local municipality. If required, include street cleaning and erosion control measures.
- Provide asphalt ramped or sloped edges around all sides of handicap ramps that protrude from sidewalks.
- Prime Contractor is fully responsible for complying with the requirements of Construction and Demolition Waste Management spec. section. Provide and implement a construction and demolition plan in accordance with the requirements of the construction documents including collection and separation up to 75% of all waste generated by Prime Contractor's work.
- All Classroom Sinks are to be demolished as required to bring them up to ADA Code and Compliance. Coordinate this work with the necessary Bid Packages for extents.
- The District intends to have Dedicated Outlets for their Google Chromecast Carts at the Teacher Stations. This package to include any required demolition with the coordination with the Electrical for the locations and wall demolition extents.
- Prime Contractor to provide, install and maintain all erosion control devices as specified in the contract documents. It is the Prime Contractor's responsibility to check all the devices before and after any rain event and restore any damaged BMPs to the satisfaction of the inspector.
- When there is phasing involved, saw cut all the limits to provide clean separation and provide temporary AC ramp for any grade difference on all edges, as directed by the inspector.
- The HVAC ducting will be removed only as far as designated by the Mechanical Bid Package for their new scope of work. Both bid packages will need to work closely together. This package is to safely remove all HVAC coolant from equipment being demolished and comply with all hazardous material removal permits, notifications, manifestations, etc.
- This Bid Package is responsible for all Chiller Yard demolition efforts as indicated in the Contract Documents. This package is responsible for phasing out the work to minimize campus disruptions of shutdowns. At no time shall it be acceptable to leave obstructions sticking outside of the surface. All demolished items are to be ground flush and/or below finish grade.
- The cut and removal of all surface, floor, or site mounted items must be grinded flush or removed below finish grade for future patch back efforts as to prevent any items protruding the finish surface.
- Any items that are to be removed and salvaged during the demolition efforts are the responsibility of this package. This Contractor shall provide all necessary inventory, equipment to relocate, palletize, secure in a weathertight container, and notify the District of placement. Coordinate with the General Prime Bid Package so they are aware where to procure the protected items for install.

- This package to coordinate with the MEP Bid Packages to receive layout for all roof, walls, or ceilings openings with respect to the demolition component. All roof openings shall be clearly marked for MEP Bid Package buy-off.
- This package shall be responsible for the demolition and removal of all existing concrete utility trenches, piping, supports, and associated anchorage with steel covers/angles in its entirety. This package is responsible for the patchback and backfill compaction of approved engineered fill as required. Coordinate the utility line safe-off and shut down with the other packages to allow for this work to take place.
- This Package to coordinate the demolition extents of all Restroom Modernizations with ALL Bid Packages to ensure all existing sinks, lavatories, fixtures, ceramic tile, floor and wall finishes, backing openings, etc. are demolished to the extents of the new work. Contractor to coordinate and include all floor, wall, concrete, curb, etc. demolition for the new work.
- All Packages are fully responsible for their own site security and locking mechanisms to prevent vandalism and/or theft. If jobsite equipment/materials are stolen as a result of lack of security implementation, the Contractor is fully responsible to expedite the materials for delivery and installation at no expense to the District.
- Provide and install any and all necessary temporary fall protection including rails, cables etc. per Cal OSHA requirements. Remove at completion of this bid package.
- Provide cutting for other Trades as Required.
- This Package is to remove and protect in place all Curtain Tracks & Drapes at the Classrooms for reinstallation in a safe and secure location to prevent damage. This Package to coordinate with the General Prime Package for reinstallation.
- This Bid Package shall provide all sawcuts for the project (to the nearest joint line), all concrete/asphalt removals and disposals, and coordination with all Bid Packages for needed work for all new underground trenching. It is assumed that a meeting will be held with all Bid Packages to review limits and understand that multiple sawcut efforts may be necessary to complete this project.
- Contractor to remove existing plywood wall finish as required to install electrical and communications conduits and boxes.
- This package shall coordinate all "Remove & Reinstall" with the applicable Bid Packages. Contractor to remove equipment, materials, and supplies temporarily removed for protection shall be replaced in original locations. Coordinate all items that will be inventoried, stored, and re-installed with all Bid Packages.
- Contractor to remove existing glazed wall tile as required.
- Contractor to remove sod in existing grass areas by cutting neatly and replace with new or salvaged sod at existing areas.
- Contractor to remove cement plaster finish at soffits as noted in the Contract Documents.
- Contractor to remove and salvage existing floor mounted door stops and thresholds at flooring indicated to be removed.
- Contractor to remove, salvage and deliver to owner all noted signage.
- Contractor to remove and salvage existing 2x furrings, finish and insulated R-19 thermal insulation at attic.
- Contractor to remove existing air purifier system at existing ceilings indicated to be removed on the plans.
- Contractor to salvage ultraviolet air fixture as noted on the plans.
- Contractor to remove all existing wall electrical outlets and switches.
- Contractor to remove heavy duty existing carpet and adhesive at removed doors.
- This Bid Package shall be responsible for ALL project related Demolition & Removals including but not limited to: HVAC Equipment, Ductwork, Straps, Louvers, Plumbing Fixtures, Plumbing Hardware, Associated MEP Equipment, Piping, & Accessories, Electrical Equipment, Conduits, Boxes, Devices at Walls & Ceilings, MEP Straps/

Hangers/ Anchors, Fasteners, Existing Utility Lines, Grind Existing Floor As Required for New Level Floor Finishes, Flooring (Carpet, HD Carpet Tiles, UCMT, Vinyl, Setting Beds, Etc.), Wall Base, Flooring Mastics/ Adhesives for New & Level Carpet or Ceramic Tile Finishes, Ceramic Tile Flooring & Walls, 2-Layer Plywood at Certain Classroom Projector Locations, Door Stops, Anchors, Fasteners, Connectors, Acoustical Ceilings & Grid, Exterior & Building Signage, Underlayments, Headers, All ADA Parking Lot Items (Wheel Stops, Truncated Domes, Cut Pathways to Meet ADA as required), Partition Walls, Concrete Curbs, Restroom Fixtures and Accessories (Hand Dryers, Paper Towels, Soap Dispenser, Feminine Hygiene Dispensers, Toilet Paper Dispensers, Toilet Seat Cover Dispensers, Mirrors, Etc.), Exposed Conduits & Wiring, Hardscape Sawcut to Nearest Joint Lines for all Mechanical/Electrical/Plumbing, Demolition of all Concrete/Asphalt Sawcut Limits to allow the MEP Bid Packages to perform their work, CMB/CAB Base Removals, Light Fixtures, HVAC Registers, Insulation, Low Voltage/Fire Alarm Devices Conduits & Boxes, ADA Path-of-Travel as Indicated, Truncated Domes, Parking Signage, Entrance Signage, Concrete Slab Removals for new Plumbing Alterations, Existing Air Purifier Systems at Ceilings, Wireless Access Points/ Nodes Conduits & Boxes, Speakers & PA Systems Conduits & Boxes, Surface Mounted Components, Suspended Ceiling Systems in its Entirety (Splay Wires, Hangers, Anchors, Furring Strips, Ceiling Grid, Tiles, Supports, Etc.), HVAC Diffusers, Reducer Strips, Floor Accessories, Thresholds, Concrete Slabs in its entirety, Concrete Landings in its entirety, Concrete Utility Trenches in its entirety, All Light Fixtures, Gypsum Board & Substrates, Walls, Ultraviolet Air Fixtures Systems, Wall Removals for new Electrical Alterations, Framing, Unit Ventilators, Mechanical Piping, Condensate, Controls, Hydronic & Condensate Piping, Wall Chases, Piping Below Grade as Indicated, Exhaust Fans & Ductwork, All Vents & Piping, Mechanical-Plumbing-Electrical at all Restroom Locations as Indicated, Split Systems As Indicated, Roof Piping & Accessories Removal, Existing PFR Roofing over Comp Shingle Roof/ BUR, Roofing as Required for Roof Framing Modifications & HVAC Installations, Trim, Associated Roofing Components (Curbs, HVAC Units, Joists, Nailers, Coolants/Refrigerants, Framing as Required, Etc.). This Bid Package to familiarize themselves with all of the Contract Documents and DSA Approved Drawings to ensure all Demolition & Removal work is captured in the Bid Amount in its entirety for all components.

❖ **Work Performed by Others (Bid Package Specific):**

A. General Trade (Bid Package #FES-02) will provide:

1. Temporary Perimeter Fencing & Gates.
2. SWPPP/Erosion Control, Sandbags at Site Perimeter, Stabilized Construction Entrance, Trackout Control, and Maintenance (Pre-Rain/Rain/Post-Rain).
3. (4) Portable Toilets/ (2) 2-Station Hand Wash Sinks (1x Weekly Service)
4. (1) 40-Yard Waste Container for Materials Debris (1x Weekly Service)
5. This package is responsible for any and all items that are to be salvaged and reinstalled or returned to the owner under its respective Spec. Sections.

B. Mechanical (Bid Package #FES-03) will provide:

1. This package will coordinate and mark up how much ductwork needs to be removed prior to demolition including disconnecting of all mechanical equipment.
2. This package is responsible for any and all items that are to be salvaged and reinstalled or returned to the owner under its respective Spec. Sections.
3. This package is responsible for all of their underground trenching, excavation, trench bottom compaction, backfill compaction, inspections, testing, soils spoils, spoils haul off, import/export as required, and backfill until the existing subgrade requirements for the new Finish Surfaces. Coordinate all new Underground Trench Work with the General Trade Bid Package for the Finish Surface placement.

C. Electrical & Low Voltage (Bid Package #FES-04) will provide:

1. This package is responsible for the utility safe-off of ALL equipment utilizing electrical power and low voltage including but not limited to disconnecting of all electrical devices/fixtures, mechanical equipment/devices, plumbing equipment/devices, etc. prior to demolition.
2. This package is responsible for the removal of all Low Voltage devices including disconnecting devices prior to demolition and ensuring all existing systems and panels are functioning and re-programmed after demolition at the Electrical/IDF/MDF room.
3. This package is responsible for the removal of all Fire Alarm devices including disconnecting devices prior to demolition and ensuring all existing systems and panels are functioning and re-programmed after demolition at the Electrical/IDF/MDF/FACP room.
4. This package is responsible for any and all items that are to be salvaged and reinstalled or returned to the owner under its respective Spec. Sections.
5. Main Temporary Power Feed and Local Spider Boxes will be supplied by this package as directed by the Construction Manager. All Bid Packages are responsible for supplying and providing their own extensions cords to pull power to and from the Spider Boxes.
6. This package is responsible for all of their underground trenching, excavation, trench bottom compaction, backfill compaction, inspections, testing, soils spoils, spoils haul off, import/export as required, and backfill until the existing subgrade requirements for the new Finish Surfaces. Coordinate all new Underground Trench Work with the General Trade Bid Package for the Finish Surface placement.

A. Plumbing (Bid Package #FES-05) will provide:

1. This package will disconnect all Plumbing Fixtures, Plumbing Systems, Mechanical Systems, and all Water/ Gas/ Sewer/ Drain lines prior to Demolition. Coordinate with the Demolition Bid Package.
2. This package is responsible for any and all items that are to be salvaged and reinstalled or returned to the owner under its respective Spec. Sections.
3. This package is responsible for all of their underground trenching, excavation, trench bottom compaction, backfill compaction, inspections, testing, soils spoils, spoils haul off, import/export as required, and backfill until the existing subgrade requirements for the new Finish Surfaces. Coordinate all new Underground Trench Work with the General Trade Bid Package for the Finish Surface placement.

❖ **ADDITIVE ALTERNATE(S):**

▪ **Additive Alternate #01 – Doors, Frames, & Hardware**

This Bid Package to include Additive Alternate #01 to add the Demolition component to the existing Doors, Frames, & Hardware as specified in the Contract Documents.

▪ **Additive Alternate #02 – Windows & Frames**

This Bid Package to include Additive Alternate #02 to add the Demolition component to the existing Windows & Frames as specified in the Contract Documents.

▪ **Additive Alternate #03 – Casework**

This Bid Package to include Additive Alternate #03 to add the Demolition component to the existing Casework & Framing as specified in the Contract Documents.

❖ **ALLOWANCE(S):**

▪ **Allowance #01 – Unforeseen Conditions**

Include the sum of **\$25,000.00** in your Contract Amount for the following: Unforeseen utilities, unforeseen existing utilities investigation, necessary utility relocation, selective demolition, and other unforeseen items not identified in the Contract Documents.

This Allowance is strictly to be used at the Owner's direction. Contractor to include a separate line item in their Schedule of Values. All Bonds, Insurance, Overhead & Profit are to be captured within the total bid amount. No additional markups are to be applied upon approval. All unused portions of this allowance amount shall be credited back to the owner in the form of a deductive change order at 100% of the remaining value. This allowance shall be included in the base bid.

END OF SECTION



**FREMONT ELEMENTARY SCHOOL
CAMPUS HVAC SYSTEM UPGRADES**

**BID PACKAGE #FES-02
GENERAL TRADE**

SCOPE OF WORK



BID PACKAGE #FES-02

GENERAL TRADE

SCOPE OF WORK

PRIME CONTRACTOR
*(Prime must possess a **Class B** License)*

Spec. Section	Description	Spec. Section	Description
Division 00	Procurement and Contracting	08-80-00	Glass and Glazing
Division 01	General Requirements	09-24-00	Lath and Plaster
*02-41-19	Selective Demolition	09-29-00	Gypsum Board Assemblies
03-10-00	Concrete Forming and Access.	*09-30-13	Ceramic Tile
03-20-00	Concrete Reinforcing	09-51-13	Acoustical Panel Ceilings
03-30-00	Cast In Place Concrete	09-51-23	Acoustical Tile Ceilings
05-12-00	Structural Steel	*09-65-13	Resilient Wall Base and Access.
05-50-00	Metal Fabrications	*09-68-13	Carpet Tile
06-10-00	Rough Carpentry	09-77-23	Vinyl Covered Tack Board
06-20-00	Finish Carpentry	09-90-00	Painting
06-20-13	Exterior Finish Carpentry	10-00-00	Miscellaneous Items
06-40-00	Interior Architectural Woodwork	10-14-23	Signs
06-41-00	Solid Polymer Fabrications	10-14-26	Exterior Post and Panel Signs
07-21-00	Building Insulation	10-21-13	Toilet Compartments
07-25-00	Weather Barriers	10-28-00	Toilet and Bath Access.
07-27-00	Firestopping	10-36-00	Louvers and Vents
07-57-20	Polyurethane Foam Roofing	11-71-00	Portable Assistive Listening Dev.
07-60-00	Flashing and Sheet Metal	*Division 22	Plumbing
*07-92-00	Joint Sealants	*Division 23	Heating, Ventilating, & Air-Cond.
08-11-13	Standard Steel Doors & Frames	*Division 26	Electrical
08-14-16	Flush Wood Doors	32-12-16	Hot-Mix Asphalt Paving
08-31-13	Access Doors	32-13-13	Portland Cement Concrete Paving
08-51-13	Aluminum Windows	32-31-13	Chain Link Fences and Gates
08-71-00	Door Hardware		

**As applicable to work within this Bid Package.*

ATTACHMENT(S): SUMMARY OF COMPREHENSIVE ASBESTOS INSPECTION FINDINGS (YES ENVIRONMENTAL, INC.; DATED JULY 2023) – FOR REFERENCE ONLY

General Comment: This document is provided to assist the Contractor with outlining the scope of work. It's the Contractor's responsibility to measure the site to obtain actual dimensions and assess existing conditions. It is the contractor's responsibility to review and fully understand the approved project drawings to provide a complete and successful project to the Owner. During

the pre-bid jobwalk, it is expected that each potential Contractor measure, quantify, identify the existing conditions as the construction documents are not to scale. Drawings do not identify all site conditions. This Contractor is responsible for incorporating the work scope, drawings, specifications, and contract documents to provide a complete proposal. Contractor is responsible to visit the school site as noted in the Contract Documents and familiarize oneself with the Scope of Work in relation to the Drawings/Specs. Should clarification be necessary, this Contractor shall submit discrepancy or inquiry to the Construction Manager or Owner's Representative using the Pre-Bid Clarification form included in this package.

This is a Multiple Prime project. This Bid Package is responsible to coordinate their scope of work with all other Bid Packages. Each Contractor shall resolve conflicts with other Bid Package Contractors prior to commencing demolition. It is the responsibility of each Contractor to provide all necessary copies of approved submittals, shop drawings or other approved Contract documents to all other Contractors that connect or interface with work performed under each Bid Package.

Prime Contractor General Duties & Responsibilities: The specific items listed herein are provided to assist the Contractor in understanding the General scope of work but is not intended to supersede any tasks required to perform work. The work will include, but not be limited to, the following:

- Provide all traffic control flagmen, equipment, barricades, trench plates, delineators, caution tape, etc. as necessary and pertaining to this scope of work. At no time shall school operating hours be impacted as a result of construction.
- Provide all labor, equipment, materials, etc. to perform this Bid Package in its entirety.
- No deliveries to take place during school hours to ensure safety.
- Abide by all district rules governing the safety and protection of District personnel, their consultants, students, teaching staff, administration staff. Prime Contractor is primarily responsible for the safety and protection measures administered for their own work.
- Any delivery is to be submitted to the CM Team for approval. All deliveries to include at minimum (1) flagmen to assist the driver and escort through campus as approved by the CM Team.
- Coordinate installation of any work with CM Team that crosses public paths of travel during the school year. The above-mentioned work must be complete after school hours or during the weekends to avoid path of travel disruptions. All paths of travel during construction must comply with ADA accessibility requirements at all times.
- Provide all hoisting, craning, erection, aids, etc. necessary for this Bid Package.
- Schedule of work for this bid package will be in accordance with District approved construction schedule. This will be a 2-Phase project to account for the temporary housing/ swing space. **Each phase is strictly subject to a 4-Month Duration (122 Calendar Days) or a Total of 244 Calendar Days for the Project Duration.** The bidding contractor is aware that the District has a tight timeline and any cost or time impacts as a result of not meeting this deadline will be at the sole responsibility of this Prime Contractor. It is understood that the District holds a not to exceed schedule timeline and other work is affected by this project's completion.
- Contractor understands that it is imperative that work be completed in accordance with the scope schedule or as the work becomes available to them, whichever comes first. The Contractor will try to better the scope schedule, when or if slack or float time becomes available during the course of construction. By doing so, the Contractor agrees this is beneficial to all parties concerned to get their work finished early and agrees to not hold the District responsible for any costs associated with working out of sequence or ahead of schedule, as long as critical work durations do not change. The Contractor agrees to pursue the work aggressively as directed by the CM. If at any time the

Contractor falls behind schedule, they are to provide a Time Impact Analysis (TIA) within 5 Calendar Days to shorten the impact and expedite a fully staffed crew.

- Contractor shall be responsible for requesting all existing utilities within the area of work and coordinate with the respective Bid Packages for utility safe-off and disconnections as required to complete this Scope of Work.
- Should any existing utility lines be disrupted during this phase after the initial coordination meeting with the other Bid Packages, it will be the responsibility of this Contractor to make all repairs and restore system functionality, within the workday that it was disrupted, at no additional cost to the Owner. Should Contractor hire a utility locating service, a copy of all findings shall be made available to the CM Team/Owner.
- The Contractor shall include all mobilization charges and protection of “work-in-place” required. It is known that this project will be scheduled and completed in multiple phases and all mobilization shall capture the multiple phases to complete this project accordingly. At no time shall the District be responsible for additional costs due to scheduling requirements to meet the logistics and swing space requirements.
- Furthermore, the sequencing of work may change and should be accommodated within the reasonable constraints of the Contract Documents. It is agreed that several areas may be under construction simultaneously and that multiple crews will be required.
- Contractor will provide only experienced, skillful craftsmen who will assure work of first-class quality and durability.
- This Package is responsible for performing ALL corrective work necessary to add, replace, or modify any defective or deficient work already installed and as directed by the CM, Architect, or Project Inspector.
- Inspect all site or building conditions prior to work commencing and after completion of work to document any existing damage. Any damage caused by the activities of this Bid Package shall be repaired by this Bid Package. If no documentation is provided by the Contractor, then the Contractor shall assume liability for ALL damages to the buildings and site. Contractor is to assume a 48-Hour Notice for ALL Inspection Requests.
- Contractor MUST refer to all “General Notes” and “Special Notes” listed in the drawings to ensure all items listed in those referenced notes are part of the “Scope of Work”.
- Contractor MUST call “Dig Alert” prior to the Demolition Phase.
- This contractor is solely responsible for the supplying and recycling of dumpsters for this bid package.
- All work shall be performed in a manner that keeps the entire project site safely accessible to District personnel and the District’s consultants, emergency personnel, students, and all contractors performing work on or around the project site.
- Contractor shall provide the onsite supervisor prior to start of onsite work with a cellular phone to facilitate communications with the Construction Manager or Owner’s Representative and other Prime Contractors. Supervisor’s phone number(s) are to be provided to the Construction Manager or Owner’s Representative for distribution to all Prime Contractors. The Prime Contractor shall provide a dedicated fore-person or superintendent that shall communicate on a daily basis with the Construction Manager or Owner’s Representative.
- Provide temporary task lighting as required to facilitate the work of this Bid Package in a timely manner and in accordance with the construction schedule. Provide sufficient task lighting to facilitate work of good quality and in accordance with the latest CALOSHA Safety Orders.
- Arrange and coordinate all inspection requests in writing to the Inspectors of Record and copy the Construction Manager for all inspections including third party inspections. Provide all hoisting, lifts, access, etc. for the Project Inspector to review quality of work. Failure to provide access may result in an un-inspectable area.
- Follow the timeline and duration reflected in the Preliminary Construction Schedule enclosed in the proposal documents. All the work shall be commenced and completed in accordance with the start and finish dates as listed in the proposal documents. The

Prime Contractor is responsible for any overtime payments associated to the schedule and shall consider the cost as part of the proposal. Additional costs or changes to the proposed amount due to afterhours or Saturday work will not be accepted.

- It is understood that the scope of this work may not be completed in a continual process. This Prime Contractor shall include in the price of their proposal all mobilization charges required in accordance with the attached schedule. Further, once all Prime Contractors are selected, the sequencing of work may change and should be accommodated within reasonable constraints of the Contract Documents. It is agreed that multiple crews may be required. The Prime Contractor shall include in the price of their proposal all overtime and weekend and/or acceleration required to complete the work in accordance to the attached schedule and the final completion date.
- If there is a conflict with any of the Contract Documents, notify the Construction Manager or Owner's Representative during the proposal process utilizing a Pre-Proposal RFI. If no clarification is issued or the Construction Manager or Owner's Representative is not notified, you are to propose the most stringent of the conflict, discrepancy, or ambiguity.
- Prime Contractor is responsible for all engineering, surveying and layout for the scope of this package, if any.
- Provide coordination with other Prime Contractors, Construction Manager or Owner's Representative, and public agencies, if required.
- Include in this package storage of all materials in a weather-tight container with multiple moves as needed for the project schedule to continue. The district will not pay storage fees or material cost escalation fees so this package must make all necessary accommodations to ensure all material is safe and free of damage or will need to be replaced due to the ongoing supply chain issues.
- Contractor is required to follow the NOAA pre-rain, rain, and post-rain event checklists to ensure no cost or schedule impacts are experienced due to inclement weather. Contractor is solely responsible for protecting new work and adjacent surfaces from any weather events entering the construction site. All post-weather work not suitable for the Inspector will be the responsibility of the Contractor to correct at no cost to the Owner as a result of lack of protection. **The Contractor is to account for a minimum of 22 Inclement Weather Calendar Days.**
- Contractor to reference the DSA-103 and ensure all specific special testing & inspection efforts are captured.
- Supply power cords, adapters, "spider boxes", etc. as necessary to complete the work of this package in a timely manner and in accordance with the construction schedule. 110V Power will be supplied at no cost to the Contractor, however, Contractor is responsible means of getting power cords to their site locations. Contractor to supply and provide any 3-phase power required for their Contractors and meter accordingly.
- This contractor shall supply, on a **daily** basis, daily reports to include a summary of all Contractors and its own forces. All daily reports will need to be submitted on District required software. Submission of daily reports is a condition of progress payment.
- All window, wall, roof, door, etc. openings must be sealed at the end of every day and are the responsibility of this Contractor.
- All workers must sign in **daily**. First and last name is required. This is a labor compliant need and is a condition of receiving progress payments.
- As-built needs to be updated **daily**. Updated as-built are a condition of progress payment.
- This Contractor shall conduct WEEKLY safety meetings with its own forces certify to the owner that the meetings have been held as a condition of progress payment.
- In addition to any other warranties set out elsewhere in this Agreement, this Contractor warrants that work performed under this Agreement conforms to this Agreement's requirements and is free of any defect of equipment, material or design furnished, or workmanship performed by this Contractor or any of his Contractors or suppliers at any tier. Such warranty shall continue for a period of 90 days from the date of final

acceptance of the work but with respect to any part of the work which the District takes possession. Under this warranty, the Contractor shall remedy at their own expense any such failure to conform or any such defect. Construction Manager shall notify the Contractor in writing within a reasonable time after the discovery of any failure, defect, or damage. Should the Contractor fail to remedy any failure, defect or damage described above within a reasonable amount of time after receipt of notice thereof, Construction Manager shall have the right to replace, repair, or otherwise remedy such failure, defect, or damage at this Contractor's expense. In addition to the other rights and remedies provided by this clause, all Contractors', manufacturers', and suppliers' warranties expressed or implied, respecting any work materials shall, at the direction of the Construction Manager, be enforced by the Contractor for the benefit of the District.

- This package shall turnover any, parts, manuals from manufacturer's shipping package.
- Unless otherwise noted, the construction start and end times are from 7am-5pm and are to abide by the local Noise Ordinances and Jurisdictions.
- It assumed that any work that is behind schedule as a result of this bid package is the responsibility for additional work shifts and weekend shifts to bring the schedule back to the provided timelines at no additional cost to the Owner.
- This Contractor is This Prime Contractor to perform all Pre/Rain Event Action plans to ensure a water-tight job site. Perform all dewatering and restoration of unsuitable surface conditions, etc. for work specified under this Package as a result of weather while on site in your work area. Any additional cost for move-ins, adjustments, monitoring, etc. is included.
- All Packages are fully responsible for their own site security and locking mechanisms to prevent vandalism and/or theft. If jobsite equipment/materials are stolen as a result of lack of security implementation, the Contractor is fully responsible to expedite the materials for delivery and installation at no expense to the District.
- Acquire and pay for all necessary meters, permits, fees, service charges, etc. required for water needed for dust control. Provide and pay all necessary fees for a temporary water meter at the existing fire hydrant for grading activities use only.
- Contractors to review and understand that all items pertaining to Potential Change Orders, Proposed Change Orders, Field Directives, Proposal Requests, Immediate Change Directives, Changes & Extra Work, etc. such as identified in the Contract Documents are to comply with the following:
 - Provide and Receive CM Approval on the DIR Labor Rate Classifications and Hourly Rates prior to the Start of Construction for all personnel on the job.
 - Equipment Rates as established by the Cal Trans – Labor Surcharge & Equipment Rental Rates (2023) as provided as part of this contract.
 - Any incidentals shall not exceed \$500 per change. This shall capture any estimation fees, tools, trucks, fuel, delivery, shop drawings, submittals, reviews, etc.
 - Bonds & Insurance combined shall not exceed 2% of the total change amount.
 - General Prevailing Wage Determinations made by the Director of Industrial Relations are to be followed for all Labor Classifications. The Basic Hourly Rate shall not exceed \$25.00/ Hour as part of the additional burdened wage rate.
 - **Example:** Carpenter Determination – SC-23-31-2-2022-2
 - Basic Hourly Rate @ \$47.24
 - Health & Welfare, Pension, Vacation & Holiday, Training, Other @ \$ 25.00/ Hour
 - Total Allowable Hourly Rate @ \$72.24/ Hour
- All Bid Packages are responsible for attending and coordinating in a Weekly Trade Meeting to outline the schedule, milestones, and upcoming work for proper coordination.
- **Contractor shall review and understand the School Hours and Academic Calendars for the respective campus.**
- **Provide a site logistics plan outlining temporary construction fencing, temporary restrooms, temporary facilities, pathways, construction signage, haul route, access, etc. as a Submittal for District review prior to starting construction that**

clearly identifies all school sites to delineate the construction work from the campuses.

❖ **General Trade (Trade Specific) Scope of Work:**

- This Bid Package shall be responsible for the General Trade for all other components not specified within this scope of work yet reflected in the Contract Documents. Any questions regarding scope of work are to be addressed as part of the Pre-Bid Clarification period to be answered prior to Bid.
- This Contractor is responsible for Generating, Implementing, and Sequencing all Scheduled activities in a Primavera P6 Baseline Schedule to be provided to all Bid Packages at the time of Construction for review. This package shall coordinate all construction activities, sequences, float, predecessors, successors, etc. with input from all Bid Packages and come to an agreement for publishing the schedule for all to utilize. This package is also responsible for all Critical Path Schedule Updates and Monthly Schedule Updates as coordinated with the other Bid Packages.
- Contractor will be responsible for confirming existing grades prior to bid including any discrepancies.
- Contractor shall review and familiarize itself with the Construction Logistics Plan.
- Contractor to coordinate and participate in the Pre-Demolition Conference with the Demolition Bid Package to review all new installation work with Construction Manager, Inspector of Record, Owner, and all Bid Packages to ensure demolition efforts are met for new work to be installed by this Bid Package.
- Any work affecting public paths of travel during the school year must be done after school hours or on Saturday to avoid path of travel disruptions.
- Contractor shall repair or replace any existing or new construction that is damaged from water intrusion due to failure of required weather protection at contractor's expense.
- At the end of each working day and at completion of work, all Contractors are to remove all materials, supplies and debris as generated by their scope of work. Leave each area in a clean and acceptable condition. Failure to do so will result in the Construction Manager directing failed clean-up efforts with a 48-hour minimum correction by the Contractor and will backcharge this Prime Contractor all costs associated with the clean-up at no charge to the District.
- Contractor to provide all permits required for this package at no cost to the District.
- This Contractor to assume a minimum of **75SF** per each selective demolition effort as indicated in the drawings or not that will require new work patch back at the floors and/or walls. This assumption per each location will cover all new framing, gypsum board, insulation, backing, rough-in, etc. for a complete working system of the new work.
- Prime Contractor may remove site obstructions not identified for removal such as CLF, CLF gates, posts, ramps, etc. at their discretion to facilitate this scope of work, however, should the Prime Contractor elect to remove such items, all items must be replaced including all equipment with new poles (retain existing pole brackets, attachments, equipment, etc.) new concrete foundations, and restore to existing condition and Inspector approval sign-off.
- Provide all street sweeping necessary to maintain dirt free right of ways. Tracking of any dirt, demolished material, base material, A/C or any other earthen material on to city streets must be cleaned up immediately. Provide any required shaker plates, crushed aggregate roll off zones needed to facilitate the remediation of spoils transferred onto city streets/right of ways. Comply with the governing authority's rules and regulations to prevent any contamination of the storm water system.
- Prime Contractor is responsible for protecting all adjacent surfaces and improvements from damage caused in the performance of this work. Prime Contractor shall be responsible for all costs associated with the replacement, repair or restoration to equal

or better condition, of any damaged building or site improvements caused in the performance of this work.

- This Contractor is responsible for removing and re-grading/dressing the affected landscaped areas with new turf and/or hydroseed per District standards as a result of laydown of materials and or access during construction. Contractor to return all existing conditions and replace in-kind any damage of work outside of the construction limits. This Contractor is to coordinate the Landscape & Irrigation new work with the District's grounds/ maintenance crew to ensure all irrigation lines reflected to be removed are reconnected from the main irrigation timer/ controller to prevent any campus interruptions.
- This Prime Contractor is responsible for the landscape irrigation line safe-off for the Demolition Bid Package. All irrigation line safe-off efforts must be taken back to the corresponding irrigation controller and adjusted for the removals.
- Prime Contractor will walk the site with the Construction Manager or Owner's Representative to establish existing conditions (i.e. damaged curbs, raveling, etc.) prior to commencing work. Prior to commencing work all existing damage shall be photographed, logged and given to the Construction Manager or Owner's Representative. Prime Contractor will remedy any damage resulting from Prime Contractor's work.
- Contractor shall notify all local utility companies including but not limited to the Local Water/ Electricity/ Gas/ Telephone Companies as required for the new extents of all Plumbing work. All excavation work shall be approved by all utility companies to assure prevention of interruption of existing services prior to start of work.
- Include preparation/submission of all paperwork (haul route maps, applications, etc.) as required by the local municipality. If required, include street cleaning and erosion control measures.
- Prime Contractor is fully responsible for complying with the requirements of Construction and Demolition Waste Management spec. section. Provide and implement a construction and demolition plan in accordance with the requirements of the construction documents including collection and separation up to 75% of all waste generated by Prime Contractor's work.
- This Contractor is responsible for ensuring all Classroom Sinks are to be re-worked as required to bring them up to ADA Code and Compliance. This includes but not limited to: framing, countertops, height adjustments, etc. Coordinate this work with the necessary Bid Packages for extents.
- Prime Contractor to provide, install and maintain all erosion control devices as specified in the contract documents. It is the Prime Contractor's responsibility to check all the devices before and after any rain event and restore any damaged BMPs to the satisfaction of the inspector.
- The cut and removal of all surface, floor, or site mounted items must be grinded flush or removed below finish grade for future patch back efforts as to prevent any items protruding the finish surface.
- This Contractor is responsible for coordinating with the Demolition Bid Package to review all items noted to be removed and re-installed. This Contractor shall provide all necessary inventory, equipment to relocate, palletize, secure in a weathertight container, and notify the District of placement locations for confirmation.
- This Package to coordinate the demolition and new work extents of all Restroom Modernizations with all Bid Packages to ensure all new sinks, lavatories, fixtures, exhausts, vents, hand dryers, grilles, etc. are coordinated to include all floor/wall/ceiling finishes, concrete floors, curbs, adequate drainage, etc. for receiving the new work under all Bid Packages as required.
- This Package is to reinstall all Curtain Tracks & Drapes at the Classrooms as stored by this Bid Package at the Construction Start. It is imperative that this Prime Contractor

review the existing Curtain Track installation and include in their price the re-installation efforts to match the existing conditions. Contractor is to be present at the time of removal by the Demolition Bid Package to ensure no damage to the existing system.

- This Bid Package is responsible for providing their Builder's Risk Insurance Policy for the project duration.
- This Bid Package is responsible for providing all of the Temporary Perimeter Fencing 6'x12' CLF Panels, (2) Pairs of Gates with Casters, and Scrim/ Screen for the project to safely delineate the construction efforts from the campus. Include in your bid at minimum (2) separate moves to account for the (2) phases in construction and (1) maintenance of fencing at the CM's direction. The 6'x12' temporary fencing panels are to be placed on stands, line posts into the surface every other panel to prevent wind loads. This package is to remove and clean the site at the end of the project. Contractor to reference the logistics plan for approx. lineal footages.
- This Contractor is responsible for all SWPPP/Erosion Control, Sandbags at Site Perimeter, Stabilized Construction Entrance, Trackout Control, and Maintenance (Pre-Rain/Rain/Post-Rain) for the project start and through the duration. This package is to remove and clean the site at the end of the project.
- This Package is to supply and provide at minimum (4) Portable Toilets (2x Weekly Service for All Toilets) with Under Carriage Pans, (2) 2-Station Hand Wash Sinks (2x Weekly Service) for the project start and through the duration. This package is to remove and clean the site at the end of the project.
- This Package is to provide (1) 40-Yard Waste Container for All Project Materials Debris (1x Weekly Swap or as required) for the project start and through the duration.
- This package is responsible for performing (1) Site Power Wash per Construction Phase and (1) White Glove Cleaning per Construction Phase at the completion of each project phase.
- Contractor to provide steel trench plates at all areas of vehicle or equipment traffic during construction so as to not impede any work, as needed to maintain building access, or as normal safety practices or codes dictate. Install and remove plates at the direction of the Construction Manager.
- Contractor will protect all finish surfaces per Contract Documents & Finish Schedules. All costs associated with any repair of finish surfaces related to damage, staining, scuffing, spills, etc. caused by this Contractor shall be the sole responsibility of this Contractor.
- Stockpiles of soil or other fine loose material shall be stabilized by watering and covering or other appropriate method to prevent wind-blown fugitive dust.
- This package is responsible to provide and install all underground utility patch backs for any concrete and/or asphalt and base materials/subgrade preparation as outlined per the Contract Documents following the backfill of all underground utility work as performed by the MEP Bid Packages.
- Furnish and install all fire stop material at all penetrations through rated walls, ceilings and slabs required by the work to meet code requirements. Include sealants, caulking, backer rods, fire, and smoke seals, etc.
- Provide caulking and sealants between work in this contract and dissimilar finishes including, but not limited to, drywall, plaster, trim/accessories, decking, flooring, etc.
- This package is responsible for any and all items that are to be salvaged and reinstalled or returned to the owner under its respective Spec. Sections.
- Include in this package storage of all materials in a weather-tight container with multiple moves as needed for the project schedule to continue. The district will not pay storage fees so this package must make all necessary accommodations to ensure all material is safe and free of damage or will need to be replaced at no additional charge.
- Provide and supply all extension cords or temporary power components to the Electrical Bid Package provided Local Spider Boxes.
- All temporary water required to complete the work of this Bid Package.

- This Contractor to reseal all Exterior Door & Window Frames with ES4 Sealant as indicated in the Contract Documents.
- Patch concrete floors flush to match adjacent finish where items indicated to be removed (Chiller Yard, Classrooms, Exteriors, Floors, Walls, Restrooms, etc.). Rated walls to be patched or sealed with materials to maintain required wall rating as indicated.
- Contractor to patch all Restroom removal items as reflected in the Contract Documents. All existing removed partitions, accessories, ADA items, etc. shall be patched back to match existing finishes.
- Contractor to patch walls and ceilings penetrations flush to match adjacent finish where items indicated to be removed.
- This Package shall be responsible for holding Pre-Work Conference Meetings with all Bid Packages to coordinate the new work to be installed. For example, a Pre-Roofing Conference shall be held for the Roofing Installation with the MEP Bid Packages to ensure all proper sleeves and boots are installed as required.
- This Contractor shall designate a foreman or supervisor for this Project to coordinate with all work forces, material deliveries and Contractors of this Prime Contractor. The foreman or supervisor must be fluent in the English language.
- Provide and install any and all necessary temporary fall protection including rails, cables etc. per CalOSHA requirements. Remove at completion of this bid package.
- This package to provide and return to the District all Assistive Listening Devices as reflected in the Contract Documents for all Classrooms.
- Furnish and installation of new metal guard rails, handrails, metal gates, hot-dip galvanized finish, chain link fencing and gates and associated hardware in accordance with the contract documents.
- Provide all Submittals/RFIs/Shop Drawings/Cutsheets for this package and provide to all Bid Packages as needed for coordination of a complete system.
- All exterior metals are to be hot dip galvanized as noted in the contract documents. The painting of all of exterior metals, bollards, hand rails, etc. shall comply with the Contract.
- Prime Contractor to schedule a shop inspection with IOR during all handrail/guardrail and/or ornamental steel fencing prior to start of fabrication.
- Provide and install all new signs as shown in the contract documents, including all interior and exterior accessibility, identification, directional and informational signage.
- This package is responsible for all Chain Link Fences, Gates, Hardware, Posts, Post Footings, Layout, Coordination, Soils Spoils Removal, Horizontal Intermediate Posts, etc. for a complete Chain Link Fence & Gate System as indicated in the Contract Documents.
- Any expedited cost or storage cost to have project materials available in conjunction with construction will be part of this Contractor's responsibility and all delivery cost associated with materials.
- Prime Contractor is responsible to clean up and remove from site all waste generated by this work scope. Include proper waste disposal containers for disposal.
- Prime Contractor may be required to perform "out of sequence" work to satisfy phasing and school operations with multiple crews at the direction of the CM.
- Protect existing utilities during the course of construction for this scope of work. Prime Contractor is responsible to locate all underground utilities and expose by hand operations to assure no damage is incurred.
- Prime Contractor is fully responsible to comply with the requirements of Construction and Demolition Waste Management spec. section.
- Prime contractor to furnish and install all parking ADA work as indicated in the drawings including but not limited to: wheel stops and anchors, striping, rework of any ADA slope percentage issues, survey, layout, signage, crosswalks, tactile warning surfaces, restriping limits, etc. Include in the price all patch back efforts from the removed tactile warning surfaces, wheel stops, signage, etc. are the responsibility of this package.

- This Contractor to coordinate with the Demolition Package to ensure all removal efforts for the existing parking lot to receive new finishes by this Package.
- Prime contractor to protect and/or adjust all existing irrigation line and sprinkler heads adjacent to concrete work and/or affected by site concrete work and restore to existing functional condition after construction.
- Provide and install all Carpentry for Roof, Walls, Backing for all Bid Packages as coordinated and required.
- Contractor to install items plumb and level, accurately fitted from distortion of defects.
- Contractor to obtain approval prior to site cutting or making adjustments not scheduled.
- This package is responsible for ALL fire proofing penetrations at the walls and/or ceiling spaces as required to maintain the building's fire rating per code and DSA requirements.
- Protect all adjacent surfaces from plaster overspray including doors, windows, walks, roofs, panels, etc.
- Provide smokestopping, firestopping, fire barrier sealant, metal fillers, drywall/taping compound etc. as required by the Contract Documents and by code requirements. The MEP Packages shall install firestopping/fire caulking at their penetrations only.
- This package shall provide and install ALL joint sealants as specified in their new work.
- Coordinate with Mechanical, Electrical and Plumbing Trades as to the dimensions, layout, plumbing, electrical, openings, etc. requirements of roof framing at HVAC units to ensure proper opening size, curb layout, flashing and roofing.
- A "pre-job" roofing inspection shall be held prior to the start of work. This Contractor, the Inspector of Record (IOR), the Roofing System Manufacturer Representative, and other interested parties, as required, shall be present. A water test is to be performed at the completion of all roofing components on this project (multiple phases) with the Roofing System Manufacturer present to document the repairs if needed and ensure warranty is in place.
- This Contractor is responsible to provide and install a watertight and warrantable roofing system and to coordinate all other related contractor installed items. Prior to roofing acceptance, this package to coordinate a water test on all new and repaired roofing scopes with the CM, IOR, & AOR. Contractor to make any correction required to insure a watertight roof at completion of work for the warranty in a timely manner.
- This Bid Package shall perform ALL Roofing Patchbacks for ALL MEP Contractors for their new work and warranty as clarified above.
- Provide and install rough, finish carpentry, structural framing, and repairs as per plans & specifications.
- This package will provide and install all roof penetrations, framing, anchors, cutting, patching, blockouts, flashings, crickets, rigid insulation, structural support, underlayments, plywood sheathing, nailers, weather protection, roof openings, leveling of the pre-fab curbs, etc.
- Prime Contractor to provide and install all sheet metal work including but not limited to: scuppers, fascia's and roof edge flashings, all blocking, strapping and attachments, shim supports, backer board, splash pans, 22ga. covers and closures, connections to leaders and downspouts, roof gutters, sealants, etc. for a complete system from roof to drains.
- Prime Contractor will provide and install all required roof accessories to complete roof with the understanding that only the Pre-fabricated Structural Roof Curbs which are part of Mechanical will be furnished and installed by the Mechanical Package. Coordination with this work is the responsibility of both packages for all roof repairs.
- Contractor to provide and install all roofing including but not limited to foam roofing and rigid roof insulation, base sheets, roofing membrane plies, flashing, asphalt, auxiliary roofing membrane, adhesives, plywood, underlayments, joint sealants, expansion joints, testing, warranties, fasteners, mastics, misc. accessories, etc. as per Contract Documents.
- Provide and install all flashings, counter flashing, reinforcements, flashings at roof drains, reglets, coping, sill & jamb flashing, ice/water shields, parapet caps, roof hatches,

vent stacks, edge metals, Z metal, cant strips, concrete fill and/or grout, rigid insulation under metal roofing and other appurtenances or accessories required for this bid package to provide a weather tight assembly as specified in Division 7.

- Provide and install all Gypsum Board and Substrates as indicated in the Contract Documents. This includes but not limited to: patch and repair, necessary wood or metal framing to match existing framing, edge metals, mud & tape, trim pieces, sheet metal, surface preparation, drywall cutouts for new outlets and/or devices, etc. This package to coordinate all new drywall work with all trade packages for any needed openings.
- This contractor to coordinate, provide, and install all rough hardware, bent or otherwise custom fabricated bolts, hold down bolts, hangers, and other miscellaneous steel and/or iron shapes, or any other fasteners that is required.
- Provide and install Rough Carpentry, Blocking, and Backing to other Trades and coordinate/initiate of all efforts prior to closing up walls. Contractor will coordinate with other trades and CM for necessary blocking and backing prior to commencement of rough carpentry and wall finishes.
- Provide and install all replaced sod in existing grass areas as noted in the Contract Documents.
- Contractor to replace all cement plaster finish at soffits due to Demolition efforts as noted in the Contract Documents.
- Contractor to store and re-install all salvaged existing floor mounted door stops and thresholds at flooring indicated to be removed.
- Contractor
- All Doors (Steel, Hollow Metal, & Wood), Frames, hardware and cores, shims, anchors, door contacts, etc. for a complete system are to be provided and installed by this package.
- All Casework and Carpentry Systems are the responsibility of this Bid Package in its entirety.
- All Windows, Glass, Glazing, Frames Systems are the responsibility of this Bid Package in its entirety.
- This package to coordinate with the Mechanical-HVAC Trade Package for ensuring the new Mechanical curbs are framed correctly and slope in the correct location for installation.
- Provide and install all Patching & Painting, Painting to be End Seam to End Seam, or Corner to Corner. This Package is responsible for the preparation of all surfaces to receive new paint in a smooth and level surface, primer paint, and finish paint as specified in the Contract Documents. This package to coordinate and receive color matching approval from the District prior to proceeding with scheduling of paint.
- Tape and finish areas behind all equipment, fixtures, etc. consistent with the taping and finishing procedures in the adjacent area. In other words, simple one coat fire taping is not acceptable. Install preliminary fire rated or inference drywall for code, ducts and conduit as required.
- This package is responsible for surface prep, primer, and paint of all surface mounted components including but not limited to: conduits, boxes, devices, etc. Contractor to accurately match the finish paint for all building interiors or exteriors.
- Provide fans, heaters, or “hot mud,” to accelerate drywall finishing dry time when directed by the CM.
- Install all access panels required for this work scope package by the Contract Documents. HVAC, Plumbing, Fire Sprinkler, and Electrical Contractors to provide access panels. This package is to install access panels in framed walls and ceilings.
- Provide and install all blocking, backing, framed openings and rough hardware for all Bid Packages. It will be the responsibility of this Contractor to coordinate locations and member sizes with various Bid Packages. Blocking/Backing/Opening work to include but not limited to access panels, toilet partitions, toilet accessories, cabinets, white/ smart/

tack boards, projection screens, television or projector mounts, ladders, electrical and signal panels, doors, windows, etc.

- Work to include all framing systems, all lath, plaster, & gypsum board including expansion joints, insulation, flashings, edge metals, soffit vents, extruded aluminum metals, reglets, control joints, expansion joints, and accessories and sealers required for this scope package to ensure all exterior openings are closed up as noted in the Contract Documents.
- Furnish and install substrate, i.e. water-resistant gyp board, lath, and scratch coat plaster, etc. as required by the Contract Documents. Include filling and taping of all joints and voids.
- Anchors to be drilled and installed or shot pins for the stud walls shall be the responsibility of this Bid Package.
- Contractor to provide and install drywall at all framing locations as required prior to commencing T-bar ceiling grid installation. This may or may not be in sequence with the drywall production work but will be performed as necessary for T-bar work. Further, if this occurs, T-bar grid will be installed prior to taping and should be protected by this Contractor after grid is installed.
- This package to patch back all roofing penetrations as identified in the Contract Documents.
- This package is responsible for accurately providing and installing all necessary blocking, framing, louver closures at the walls, floor concrete backfill, drywall & preparation at classroom interiors, cementitious plaster at building exteriors, paint & primer, etc. upon the removal of the HVAC components within the walls at all Classrooms for the ventilators. This package to review all classroom conditions for this new scope at the time of bid and capture all components for a weathertight system. This contractor to walk and account for this work as part of the pre-bid jobwalk and in their bid amount.
- At all locations where there is double plywood at the projector/smart boards, this package is responsible for removing the second layer of plywood and provide a smooth complete finish with gypsum board/drywall and paint. This contractor to walk and account for this work as part of the pre-bid jobwalk and in their bid amount.
- Prime Contractor is responsible for achieving all ADA compliance requirements. If Prime Contractor fails to achieve ADA compliance, Prime Contractor is subject to replace non-compliant portions of work to achieve DSA Approval.
- Prime Contractor is responsible for all fine grading under proposed curbs, slabs, hardscape, landscape, underground trenching, etc. to receive the new finish surface as supplied under this package as well.
- Prime Contractor to provide photo documentation of existing ADA Parking Lot striping. Prime Contractor shall be responsible for all layout, design and coordination in accordance with industry standards and to meet all current ADA requirements. Once the pavement striping layout is completed, Prime Contractor shall receive approval of Construction Manager or Owner's Representative prior to painting.
- Provide and install all site concrete, concrete paving, sand section under, CMB or CAB as noted below slabs, adequate slopes to prevent free standing water, curing compounds, housekeeping pads, restroom curbs, restroom slabs patchback, underground trenching patchback for either asphalt or concrete, ADA ramps, cast-in-place truncated domes, tactile warning surfaces, and all site pads including utility pads as indicated in contract plans including forming, pouring concrete, reinforcing mesh and/or rebars, epoxy dowels, expansion joints, felt, Sikaflex, saw-cut, caulking, complete in place.
- Provide and maintain all temporary protection, delineation and signage required to divert traffic from newly paved, slurry seal coat, fresh concrete, and/or painted work. Coordinate with District as necessary for school operations.

- Provide and install all asphalt ramped or sloped edges around all sides of handicap ramps that protrude from sidewalks.
- The Prime Contractor is to provide and pay for the concrete washout pan for all concrete pouring operations and safely dispose of all waste.
- Provide all work as necessary for all base course (CMB & CAB) and asphalt paving and/or patching, asphaltic seal coat, A/C paving, header board installation. Work is to include all asphalt paving as identified in the contract documents.
- Provide and install all new signs as shown in contract documents that are located in asphalt area scope of work.
- All asphalt paving which does not terminate directly against a concrete curb, slab or wall or a masonry wall is to be terminated against an acceptable redwood or Douglas fir stakes of length necessary to extend into solid grade a minimum of 12 inches. Stakes should be of sound material, neatly pointed, driven vertically, and securely nailed to headers. Space stakes not to exceed 4 feet on center with top of stakes set one inch below top of header. Provide a minimum of two 12d galvanized common nails through each stake. Remove and dispose of existing headers where new surfacing is installed adjacent to existing surfacing.
- This package is responsible for providing and installing all asphalt slurry seal coats for the new improvement work and prior to the start of striping at the parking lots.
- Responsible for Engineering, Surveying and layout for the scope of this work. Prime Contractor shall provide surveying and determine existing grades/elevations in order to document existing paving areas and ensure proper drainage. Prime Contractor to provide, in writing, the existing grades and elevations of the site to the Construction Manager or Owner's Representative prior to commencing work. Prime Contractor shall ensure that the new site surfaces flow and drain properly even though existing pavement may not have sufficient drainage and may cause ponding in some areas. Any discrepancies must be brought to the Construction Manager or Owner's Representative's attention prior to the commencement of work.
- Provide and install all asphalt or concrete patching (including base material and epoxy dowels) for utility trenches as specified in the contract documents.
- Provide and install all hanger wires for T-bar ceiling, HVAC grills, registers, access panels, lighting, low voltage devices, plumbing or other systems requiring hanger wire support from the structure above. Coordinate requirements with all other appropriate Bid Packages and CM. All wires shall have a loop twisted end after installation for protection of workmen below. All Wires shall be bent upwards so that a minimum of 8'-0" of clearance is maintained from floors.
- Provide and install all new Ceiling Finishes as Noted in the Contract Documents including but not limited: new hanger wires, splay wires, anchors, MEP coordination, furring strips, intermediate strips, end pieces, cutting of new tiles, attic stock, etc.
- This Package to coordinate and cut all ceiling tiles as required for the new MEP Devices, Grilles, Registers, etc.
- Ceiling tiles at the perimeter, down lights, registers, etc. will be installed prior to the complete installation of all tiles. This is to accommodate the schedule and completion of other trade work. The remainder of ceiling tiles will be installed at a later date after all in-ceiling inspections have been completed.
- Provide, deliver, and stage an allowance of 1% of each ceiling tile type to be used as directed by the CM for unidentified trade damage during construction. This tile is not part of the extra stock delivered to the Owner and is above and beyond any requirements shown on the plans or specifications for additional or extra stock.
- Contractor to provide complete Painting work scope including but not limited to painting and staining of all interior and exterior unfinished surfaces, woodwork, millwork, trim, plywood backboards, doors & frames, window frames, pipes, ducts, hangers, louvers, grills, registers, vents, exposed steel, iron work, ornamental iron, wrought iron, metal railing, bollards & barricade posts, downspouts & gutters, exposed metal joints, coping

caps, exposed primed metal surfaces, flashings, access ladders, access panels, telephone backboards, drain pipes, exposed conduits, etc.

- Contractor to provide Joint Sealant and Caulking work at exterior joints of exterior plaster system, exterior vertical and horizontal joints between different abutting materials, exterior joints between exterior plaster system and frames of doors, windows and louvers, exterior control and expansion joints in ceilings and other overhead surfaces, exterior joints in vertical and horizontal non-traffic surfaces, interior joints between interior wall surfaces and frames of doors, windows, access panels, etc. Provide backer rod as required.
- Contractor to remove all stops at window or door/sidelight frames paint stops and screws and re-install all stops during one operation. This Contractor is responsible for ensuring that all stops/screws are not lost during painting process. Remove and replace all wall plates to facilitate painting behind them. Remove door frame bumper stops and replace after applying final coat of paint. This Contractor is responsible for replacement of all wall plates, screws, door frame bumper stops, etc., which are lost during the painting process.
- Prepare all surfaces for interior and exterior paint scope in this package including scraping, sanding, putty, washing, sealing, priming, back priming, etc. All surfaces shall be cleaned free of loose dirt and dust prior to the commencement of this work. All metal surfaces shall first be washed with turpentine to remove any dirt or grease before painting. Where rust or scale is present, it shall be cleaned prior to painting per the Contract Documents. All galvanized metal surfaces shall be cleaned and one coat of galvanized metal primer applied in accordance with manufacturer's directions. Door frames shall be cleaned free of paint, concrete, grout adhesive, plaster or joint compound prior to painting (after other trades perform their obligations).
- It is understood that the HVAC system may not be operational at the time that this work is being performed. Provide and utilize space heaters and/or fans to ventilate areas receiving finishes as required within the buildings.
- The ceiling grid, cabinetry and other similar building components may be installed prior to the application of some or all coats of paint and/or finishes. These coats will be cut to and around these building components. Further, finish coats of paint in the mechanical/electrical rooms and similar areas shall be applied after all equipment, conduits, etc. are installed and complete.
- Obtain written direction from the CM prior to proceeding with any work in each area/room. Finish painting in high traffic areas (i.e. stairwells, corridors, entry/exit areas, etc.) shall be delayed until written direction is issued by the Contractor. This procedure is required so that damage to work is minimized.
- Prime contractor is also responsible for any cementitious wall stucco/ plaster work and associated Painting for all opening closures.
- Finish coats will be scheduled by the Contractor and in such a manner so that final coat of painting shall be applied after the completion of all basic work in the building (on an area by area basis) and entirely separate from the prime and first coats. Prior to the application of the finish coat in any area, this Contractor shall patch minor damage to finished walls etc. Paint final/finish coat to be roller applied at all interior wall surfaces. Paint final/finish coat may be spray applied at exterior walls. Do not paint over labels, tags, etc., which identify door or frame components, composition, or rating.
- Color-tint the prime and successive undercoats so that the proper number of paint coats can be approved by the Contractor. Obtain inspection of each coat before application of successive coats. Failure to obtain inspection may result in application of additional coats.
- This Contractor to provide and install all complete Tackable Vinyl Wall Coverings and Trim pieces. Contractor responsible for all penetrations of fabric for work installed by other trades. Coordinate all work pertaining to wall coverings with applicable Bid

Packages for a complete system and to ensure installation is continuous to prevent intermediate seams.

- Contactor to provide and install all Specialties including but not limited to: interior & exterior building signage, building identification, toilet compartments, coat hooks, toilet accessories, classroom/restroom soap & paper towel dispensers, fire extinguishers and cabinets, window curtains & tracks, curtain drapes, site furnishings, joint sealants, corner guards, projection screens, door stops, and other accessories required for this package. This Contractor to install all backing, framing, gypsum board, finishes, etc. as required to properly install the work noted above.
- Provide complete landscape & irrigation systems including earthwork, soil amendments, top soil, trenching, backfill, drainage, planting and plant material, trees, shrubs, turf, grass/hydro seed material, ground cover, misc. landscape materials, maintenance, warranty, fertilizing, controller equipment, control wiring, irrigation piping, fittings, risers, under paving sleeves, sprinkler heads, gate valves, control valves, for a complete Landscape & Irrigation system if disturbed and as noted in the Contract Documents.

❖ **Work Performed by Others (Bid Package Specific-Reference the Above):**

A. Demolition & Abatement (Bid Package #FES-01) will provide:

1. This Package shall provide all selective demolition efforts as noted in the Contract Documents. It is the responsibility of all Bid Packages to accurately coordinate all new work with the Demolition Bid Package to ensure all items are demolished and removed for a complete system.
2. This Package shall provide all necessary Hazardous Materials Abatement as noted in the YES Environmental, Inc. Summary Plan.

B. Mechanical (Bid Package #FES-03) will provide:

1. This Package shall provide all Access Panels/Doors for the BP #FES-01 General Trade Package to install.
2. This Package shall provide all cutout dimensions/locations for their new devices, HVAC units, or grilles/registers/fans at all locations and coordinate with the BP #FES-02 General Trade Package for framing and finishes.
3. This Package shall be responsible for coordinating the installation of their HVAC Curbs to ensure all carpentry and roofing is complete through the BP #FES-02 General Trade Package.
4. This Package is responsible for all utility line trenching, excavation, backfill, compaction, sand shading, soils spoils, haul-off, import/export, etc. for their scope. This package to coordinate with the BP #FES-02 General Trade Package for the new finish surface installation to receive asphalt/concrete.

C. Electrical & Low Voltage (Bid Package #FES-04) will provide:

1. This Package shall provide all Access Panels/Doors for the BP #FES-02 General Trade Package to install.
2. This Package shall provide all cutout dimensions/locations for their new devices or equipment at the Walls & Ceilings and coordinate with the BP #FES-02 General Trade Package.
3. This Package is responsible for all utility line trenching, excavation, backfill, compaction, sand shading, soils spoils, haul-off, import/export, etc. for their scope. This package to coordinate with the BP #FES-02 General Trade Package for the new finish surface installation to receive asphalt/concrete.

D. Plumbing (Bid Package #FES-05) will provide:

1. This Package shall provide all Access Panels/Doors for the BP #FES-02 General Trade Package to install.
2. This Package shall provide all cutout dimensions/locations for their new equipment, fixtures, devices at the Finish Surfaces and coordinate with the BP #FES-02 General

Trade Package and BP #FES-06 Floor Coverings Package.

3. This Package is responsible for all utility line trenching, excavation, backfill compaction, sand shading, soils spoils, haul-off, import/export, etc. for their scope. This package to coordinate with the BP #FES-02 General Trade Package for the new finish surface.

❖ **ADDITIVE ALTERNATE(S):**

▪ **Additive Alternate #01 – Doors, Frames, & Hardware**

This Bid Package to include Additive Alternate #01 to remove in their scope the New Doors, Frames, & Hardware as specified in the Contract Documents.

▪ **Additive Alternate #02 – Windows & Frames**

This Bid Package to include Additive Alternate #02 to remove in their scope the New Windows & Frames as specified in the Contract Documents.

▪ **Additive Alternate #03 – Casework**

This Bid Package to include Additive Alternate #03 to remove in their scope the New Casework as specified in the Contract Documents.

❖ **ALLOWANCE(S):**

▪ **Allowance #01 – Unforeseen Conditions**

Include the sum of **\$75,000.00** in your Contract Amount for the following: Unforeseen framing, wall furring, roofing discrepancies, repair of unidentified surfaces, ADA POT, unforeseen discoveries, unforeseen existing utilities investigation, necessary utility relocation, other unforeseen items not identified in the Contract Documents.

This Allowance is strictly to be used at the Owner's direction. Contractor to include a separate line item in their Schedule of Values. All Bonds, Insurance, Overhead & Profit are to be captured within the total bid amount. No additional markups are to be applied upon approval. All unused portions of this allowance amount shall be credited back to the owner in the form of a deductive change order at 100% of the remaining value. This allowance shall be included in the base bid.

END OF SECTION



**FREMONT ELEMENTARY SCHOOL
CAMPUS HVAC SYSTEM UPGRADES**

**BID PACKAGE #FES-03
MECHANICAL**

SCOPE OF WORK



BID PACKAGE #FES-03
MECHANICAL
SCOPE OF WORK

PRIME CONTRACTOR
*(Prime must possess a **Class C-27** License)*

Spec. Section	Description		Spec. Section	Description
Division 00	Procurement and Contracting		08-31-13	Access Doors
Division 01	General Requirements		*09-24-00	Lath and Plaster
*02-41-19	Selective Demolition		*09-29-00	Gypsum Board Assemblies
*Division 03	Concrete		*09-51-13	Acoustical Panel Ceilings
*06-10-00	Rough Carpentry		*09-51-23	Acoustical Tile Ceilings
*06-20-00	Finish Carpentry		10-36-00	Louvers and Vents
*07-25-00	Weather Barriers		*Division 22	Plumbing
07-27-00	Firestopping		23-00-00	Heating, Ventilating, & Air-Cond.
07-92-00	Joint Sealants		*Division 26	Electrical

**As applicable to work within this Bid Package.*

ATTACHMENT(S): SUMMARY OF COMPREHENSIVE ASBESTOS INSPECTION FINDINGS (YES ENVIRONMENTAL, INC.; DATED JULY 2023) – FOR REFERENCE ONLY

General Comment: This document is provided to assist the Contractor with outlining the scope of work. It's the Contractor's responsibility to measure the site to obtain actual dimensions and assess existing conditions. It is the contractor's responsibility to review and fully understand the approved project drawings to provide a complete and successful project to the Owner. During the pre-bid jobwalk, it is expected that each potential Contractor measure, quantify, identify the existing conditions as the construction documents are not to scale. Drawings do not identify all site conditions. This Contractor is responsible for incorporating the work scope, drawings, specifications, and contract documents to provide a complete proposal. Contractor is responsible to visit the school site as noted in the Contract Documents and familiarize oneself with the Scope of Work in relation to the Drawings/Specs. Should clarification be necessary, this Contractor shall submit discrepancy or inquiry to the Construction Manager or Owner's Representative using the Pre-Bid Clarification form included in this package.

This is a Multiple Prime project. This Bid Package is responsible to coordinate their scope of work with all other Bid Packages. Each Contractor shall resolve conflicts with other Bid Package Contractors prior to commencing demolition. It is the responsibility of each Contractor to provide all necessary copies of approved submittals, shop drawings or other approved Contract

documents to all other Contractors that connect or interface with work performed under each Bid Package.

Prime Contractor General Duties & Responsibilities: The specific items listed herein are provided to assist the Contractor in understanding the General scope of work but is not intended to supersede any tasks required to perform work. The work will include, but not be limited to, the following:

- Provide all traffic control flagmen, equipment, barricades, trench plates, delineators, caution tape, etc. as necessary and pertaining to this scope of work. At no time shall school operating hours be impacted as a result of construction.
- Provide all labor, equipment, materials, etc. to perform this Bid Package in its entirety.
- No deliveries to take place during school hours to ensure safety.
- Abide by all district rules governing the safety and protection of District personnel, their consultants, students, teaching staff, administration staff. Prime Contractor is primarily responsible for the safety and protection measures administered for their own work.
- Any delivery is to be submitted to the CM Team for approval. All deliveries to include at minimum (1) flagmen to assist the driver and escort through campus as approved by the CM Team.
- Coordinate installation of any work with CM Team that crosses public paths of travel during the school year. The above-mentioned work must be complete after school hours or during the weekends to avoid path of travel disruptions. All paths of travel during construction must comply with ADA accessibility requirements at all times.
- Provide all hoisting, craning, erection, aids, etc. necessary for this Bid Package.
- Schedule of work for this bid package will be in accordance with District approved construction schedule. This will be a 2-Phase project to account for the temporary housing/ swing space. **Each phase is strictly subject to a 4-Month Duration (122 Calendar Days) or a Total of 244 Calendar Days for the Project Duration.** The bidding contractor is aware that the District has a tight timeline and any cost or time impacts as a result of not meeting this deadline will be at the sole responsibility of this Prime Contractor. It is understood that the District holds a not to exceed schedule timeline and other work is affected by this project's completion.
- Contractor understands that it is imperative that work be completed in accordance with the scope schedule or as the work becomes available to them, whichever comes first. The Contractor will try to better the scope schedule, when or if slack or float time becomes available during the course of construction. By doing so, the Contractor agrees this is beneficial to all parties concerned to get their work finished early and agrees to not hold the District responsible for any costs associated with working out of sequence or ahead of schedule, as long as critical work durations do not change. The Contractor agrees to pursue the work aggressively as directed by the CM. If at any time the Contractor falls behind schedule, they are to provide a Time Impact Analysis (TIA) within 5 Calendar Days to shorten the impact and expedite a fully staffed crew.
- Contractor shall be responsible for requesting all existing utilities within the area of work and coordinate with the respective Bid Packages for utility safe-off and disconnections as required to complete this Scope of Work.
- Should any existing utility lines be disrupted during this phase after the initial coordination meeting with the other Bid Packages, it will be the responsibility of this Contractor to make all repairs and restore system functionality, within the workday that it was disrupted, at no additional cost to the Owner. Should Contractor hire a utility locating service, a copy of all findings shall be made available to the CM Team/Owner.
- The Contractor shall include all mobilization charges and protection of "work-in-place" required. It is known that this project will be scheduled and completed in multiple phases and all mobilization shall capture the multiple phases to complete this project

accordingly. At no time shall the District be responsible for additional costs due to scheduling requirements to meet the logistics and swing space requirements.

- Furthermore, the sequencing of work may change and should be accommodated within the reasonable constraints of the Contract Documents. It is agreed that several areas may be under construction simultaneously and that multiple crews will be required.
- Contractor will provide only experienced, skillful craftsmen who will assure work of first-class quality and durability.
- This Package is responsible for performing ALL corrective work necessary to add, replace, or modify any defective or deficient work already installed and as directed by the CM, Architect, or Project Inspector.
- Inspect all site or building conditions prior to work commencing and after completion of work to document any existing damage. Any damage caused by the activities of this Bid Package shall be repaired by this Bid Package. If no documentation is provided by the Contractor, then the Contractor shall assume liability for ALL damages to the buildings and site. Contractor is to assume a 48-Hour Notice for ALL Inspection Requests.
- Contractor MUST refer to all "General Notes" and "Special Notes" listed in the drawings to ensure all items listed in those referenced notes are part of the "Scope of Work".
- Contractor MUST call "Dig Alert" prior to the Demolition Phase.
- This contractor is solely responsible for the supplying and recycling of dumpsters for this bid package.
- All work shall be performed in a manner that keeps the entire project site safely accessible to District personnel and the District's consultants, emergency personnel, students, and all contractors performing work on or around the project site.
- Contractor shall provide the onsite supervisor prior to start of onsite work with a cellular phone to facilitate communications with the Construction Manager or Owner's Representative and other Prime Contractors. Supervisor's phone number(s) are to be provided to the Construction Manager or Owner's Representative for distribution to all Prime Contractors. The Prime Contractor shall provide a dedicated fore-person or superintendent that shall communicate on a daily basis with the Construction Manager or Owner's Representative.
- Provide temporary task lighting as required to facilitate the work of this Bid Package in a timely manner and in accordance with the construction schedule. Provide sufficient task lighting to facilitate work of good quality and in accordance with the latest CALOSHA Safety Orders.
- All Packages are fully responsible for their own site security and locking mechanisms to prevent vandalism and/or theft. If jobsite equipment/materials are stolen as a result of lack of security implementation, the Contractor is fully responsible to expedite the materials for delivery and installation at no expense to the District.
- Arrange and coordinate all inspection requests in writing to the Inspectors of Record and copy the Construction Manager for all inspections including third party inspections. Provide all hoisting, lifts, access, etc. for the Project Inspector to review quality of work. Failure to provide access may result in an un-inspectable area.
- Follow the timeline and duration reflected in the Preliminary Construction Schedule enclosed in the proposal documents. All the work shall be commenced and completed in accordance with the start and finish dates as listed in the proposal documents. The Prime Contractor is responsible for any overtime payments associated to the schedule and shall consider the cost as part of the proposal. Additional costs or changes to the proposed amount due to afterhours or Saturday work will not be accepted.
- It is understood that the scope of this work may not be completed in a continual process. This Prime Contractor shall include in the price of their proposal all mobilization charges required in accordance with the attached schedule. Further, once all Prime Contractors are selected, the sequencing of work may change and should be accommodated within reasonable constraints of the Contract Documents. It is agreed that multiple crews may be required. The Prime Contractor shall include in the price of their proposal all overtime

and weekend and/or acceleration required to complete the work in accordance to the attached schedule and the final completion date.

- If there is a conflict with any of the Contract Documents, notify the Construction Manager or Owner's Representative during the proposal process utilizing a Pre-Proposal RFI. If no clarification is issued or the Construction Manager or Owner's Representative is not notified, you are to propose the most stringent of the conflict, discrepancy, or ambiguity.
- Prime Contractor is responsible for all engineering, surveying and layout for the scope of this package, if any.
- Provide coordination with other Prime Contractors, Construction Manager or Owner's Representative, and public agencies, if required.
- Include in this package storage of all materials in a weather-tight container with multiple moves as needed for the project schedule to continue. The district will not pay storage fees or material cost escalation fees so this package must make all necessary accommodations to ensure all material is safe and free of damage or will need to be replaced due to the ongoing supply chain issues.
- Contractor is required to follow the NOAA pre-rain, rain, and post-rain event checklists to ensure no cost or schedule impacts are experienced due to inclement weather. Contractor is solely responsible for protecting new work and adjacent surfaces from any weather events entering the construction site. All post-weather work not suitable for the Inspector will be the responsibility of the Contractor to correct at no cost to the Owner as a result of lack of protection. **The Contractor is to account for a minimum of 22 Inclement Weather Calendar Days.**
- Contractor to reference the DSA-103 and ensure all specific special testing & inspection efforts are captured.
- Supply power cords, adapters, "spider boxes", etc. as necessary to complete the work of this package in a timely manner and in accordance with the construction schedule. 110V Power will be supplied at no cost to the Contractor, however, Contractor is responsible means of getting power cords to their site locations. Contractor to supply and provide any 3-phase power required for their Contractors and meter accordingly.
- This contractor shall supply, on a **daily** basis, daily reports to include a summary of all Contractors and its own forces. All daily reports will need to be submitted on District required software. Submission of daily reports is a condition of progress payment.
- All window, wall, roof, door, etc. openings must be sealed at the end of every day and are the responsibility of this Contractor.
- All workers must sign in **daily**. First and last name is required. This is a labor compliant need and is a condition of receiving progress payments.
- As-built needs to be updated **daily**. Updated as-built are a condition of progress payment.
- This Contractor shall conduct WEEKLY safety meetings with its own forces certify to the owner that the meetings have been held as a condition of progress payment.
- In addition to any other warranties set out elsewhere in this Agreement, this Contractor warrants that work performed under this Agreement conforms to this Agreement's requirements and is free of any defect of equipment, material or design furnished, or workmanship performed by this Contractor or any of his Contractors or suppliers at any tier. Such warranty shall continue for a period of 90 days from the date of final acceptance of the work but with respect to any part of the work which the District takes possession. Under this warranty, the Contractor shall remedy at their own expense any such failure to conform or any such defect. Construction Manager shall notify the Contractor in writing within a reasonable time after the discovery of any failure, defect, or damage. Should the Contractor fail to remedy any failure, defect or damage described above within a reasonable amount of time after receipt of notice thereof, Construction Manager shall have the right to replace, repair, or otherwise remedy such failure, defect, or damage at this Contractor's expense. In addition to the other rights and remedies provided by this clause, all Contractors', manufacturers', and suppliers' warranties

expressed or implied, respecting any work materials shall, at the direction of the Construction Manager, be enforced by the Contractor for the benefit of the District.

- This package shall turnover any, parts, manuals from manufacturer's shipping package.
- Unless otherwise noted, the construction start and end times are from 7am-5pm and are to abide by the local Noise Ordinances and Jurisdictions.
- It assumed that any work that is behind schedule as a result of this bid package is the responsibility for additional work shifts and weekend shifts to bring the schedule back to the provided timelines at no additional cost to the Owner.
- This Contractor is This Prime Contractor to perform all Pre/Rain Event Action plans to ensure a water-tight job site. Perform all dewatering and restoration of unsuitable surface conditions, etc. for work specified under this Package as a result of weather while on site in your work area. Any additional cost for move-ins, adjustments, monitoring, etc. is included.
- Acquire and pay for all necessary meters, permits, fees, service charges, etc. required for water needed for dust control. Provide and pay all necessary fees for a temporary water meter at the existing fire hydrant for grading activities use only.
- Contractors to review and understand that all items pertaining to Potential Change Orders, Proposed Change Orders, Field Directives, Proposal Requests, Immediate Change Directives, Changes & Extra Work, etc. such as identified in the Contract Documents are to comply with the following:
 - Provide and Receive CM Approval on the DIR Labor Rate Classifications and Hourly Rates prior to the Start of Construction for all personnel on the job.
 - Equipment Rates as established by the Cal Trans – Labor Surcharge & Equipment Rental Rates (2023) as provided as part of this contract.
 - Any incidentals shall not exceed \$500 per change. This shall capture any estimation fees, tools, trucks, fuel, delivery, shop drawings, submittals, reviews, etc.
 - Bonds & Insurance combined shall not exceed 2% of the total change amount.
 - General Prevailing Wage Determinations made by the Director of Industrial Relations are to be followed for all Labor Classifications. The Basic Hourly Rate shall not exceed \$25.00/ Hour as part of the additional burdened wage rate.
 - **Example:** Carpenter Determination – SC-23-31-2-2022-2
 - Basic Hourly Rate @ \$47.24
 - Health & Welfare, Pension, Vacation & Holiday, Training, Other @ \$ 25.00/ Hour
 - Total Allowable Hourly Rate @ \$72.24/ Hour
- All Bid Packages are responsible for attending and coordinating in a Weekly Trade Meeting to outline the schedule, milestones, and upcoming work for proper coordination.
- **Contractor shall review and understand the School Hours and Academic Calendars for the respective campus.**
- **Provide a site logistics plan outlining temporary construction fencing, temporary restrooms, temporary facilities, pathways, construction signage, haul route, access, etc. as a Submittal for District review prior to starting construction that clearly identifies all school sites to delineate the construction work from the campuses.**

❖ **Mechanical (Trade Specific) Scope of Work:**

- This Bid Package shall be responsible for the Mechanical (Heating, Heating, Ventilating, and Air Conditioning) components not specified within this scope of work yet reflected in the Contract Documents. Any questions regarding scope of work are to be addressed as part of the Pre-Bid Clarification period to be answered prior to Bid.
- Contractor shall review and familiarize itself with the Construction Logistics Plan.
- Contractor to coordinate and participate in the Pre-Demolition Conference with the Demolition Bid Package to review all new installation work with Construction Manager,

Inspector of Record, Owner, and all Bid Packages to ensure demolition efforts are met for new work to be installed by this Bid Package.

- Any work affecting public paths of travel during the school year must be done after school hours or on Saturday to avoid path of travel disruptions.
- Contractor shall repair or replace any existing or new construction that is damaged from water intrusion due to failure of required weather protection at contractor's expense.
- At the end of each working day and at completion of work, all Contractors are to remove all materials, supplies and debris as generated by their scope of work. Leave each area in a clean and acceptable condition. Failure to do so will result in the Construction Manager directing failed clean-up efforts with a 48-hour minimum correction by the Contractor and will backcharge this Prime Contractor all costs associated with the clean-up at no charge to the District.
- Contractor to provide all permits required for this package at no cost to the District.
- Prime Contractor may remove site obstructions not identified for removal such as CLF, CLF gates, posts, ramps, etc. at their discretion to facilitate this scope of work, however, should the Prime Contractor elect to remove such items, all items must be replaced including all equipment with new poles (retain existing pole brackets, attachments, equipment, etc.) new concrete foundations, and restore to existing condition and Inspector approval sign-off.
- Provide all street sweeping necessary to maintain dirt free right of ways. Tracking of any dirt, demolished material, base material, A/C or any other earthen material on to city streets must be cleaned up immediately. Comply with the governing authority's rules and regulations to prevent any contamination of the storm water system.
- Prime Contractor is responsible for protecting all adjacent surfaces and improvements from damage caused in the performance of this work. Prime Contractor shall be responsible for all costs associated with the replacement, repair or restoration to equal or better condition, of any damaged building or site improvements caused in the performance of this work.
- This Contractor is responsible for removing and re-grading/dressing the affected landscaped areas with new turf and/or hydroseed per District standards as a result of laydown of materials and or access during construction. Contractor to return all existing conditions and replace in-kind any damage of work outside of the construction limits. This Contractor is to coordinate the Landscape & Irrigation new work with the District's grounds/ maintenance crew to ensure all irrigation lines reflected to be removed are reconnected from the main irrigation timer/ controller to prevent any campus interruptions.
- Prime Contractor will walk the site with the Construction Manager or Owner's Representative to establish existing conditions (i.e. damaged curbs, raveling, etc.) prior to commencing work. Prior to commencing work all existing damage shall be photographed, logged and given to the Construction Manager or Owner's Representative. Prime Contractor will remedy any damage resulting from Prime Contractor's work.
- Include preparation/submission of all paperwork (haul route maps, applications, etc.) as required by the local municipality. If required, include street cleaning and erosion control measures.
- Prime Contractor is fully responsible for complying with the requirements of Construction and Demolition Waste Management spec. section. Provide and implement a construction and demolition plan in accordance with the requirements of the construction documents including collection and separation up to 75% of all waste generated by Prime Contractor's work.
- The cut and removal of all surface, floor, or site mounted items must be grinded flush or removed below finish grade for future patch back efforts as to prevent any items protruding the finish surface.

- It is the responsibility of this Bid Package to coordinate with the District and their list of purchased Owner Furnished-Contractor Installed (OFCI) components. This list is inclusive of Mechanical Units and Vibration Isolation Curbs. It is the responsibility of this Bid Package to ensure that all labor and equipment is captured in their bid to relocate all items as located at the Bakersfield City School District M&O Warehouse. This package is responsible for ensuring all components are delivered and installed at the required locations and necessary coordination efforts are made with all Bid Packages. Include in the bid an inventory count at the time of award, prior to delivery, and at the time of installation.
- This Contractor is responsible for coordinating with the Demolition Bid Package to review all items noted to be removed and re-installed. This Contractor shall provide all necessary inventory, equipment to relocate, palletize, secure in a weathertight container, and notify the District of placement locations for confirmation.
- This Package to coordinate the demolition and new work extents of all Restroom Modernizations with the applicable Bid Packages to ensure all new exhaust fans, grilles, ductwork, etc. are adequately covered as outlined in the Construction Documents.
- This Bid Package is responsible for providing their Builder's Risk Insurance Policy for the project duration.
- Contractor will protect all finish surfaces per Contract Documents & Finish Schedules. All costs associated with any repair of finish surfaces related to damage, staining, scuffing, spills, etc. caused by this Contractor shall be the sole responsibility of this Contractor.
- This package is responsible to provide and install all underground utility work outlined per the Contract Documents including but not limited to: trenching, excavation, soils bottom compaction, utility installations, backfill, shading, and subgrade preparation. This Package shall coordinate the new Finish Grade Surface with Bid Package #FES-02 – General Trade who will install the required concrete or asphalt finish surface.
- Furnish and install all fire stop material at all penetrations through rated walls, ceilings and slabs required by the work to meet code requirements. Include sealants, caulking, backer rods, fire, and smoke seals, etc.
- Provide caulking and sealants between work in this contract and dissimilar finishes including, but not limited to, drywall, plaster, trim/accessories, decking, flooring, etc.
- This package is responsible for any and all items that are to be salvaged and reinstalled or returned to the owner under its respective Spec. Sections.
- Include in this package storage of all materials in a weather-tight container with multiple moves as needed for the project schedule to continue. The district will not pay storage fees so this package must make all necessary accommodations to ensure all material is safe and free of damage or will need to be replaced at no additional charge.
- Provide and supply all extension cords or temporary power components to the Bid Package #FES-04 - Electrical & Low Voltage Bid Package provided Local Spider Boxes.
- Provide all temporary water required to complete the work of this Bid Package.
- This Package shall be responsible for holding Pre-Work Conference Meetings with all Bid Packages to coordinate the new work to be installed. For example, a Pre-Roofing Conference shall be held for the Roofing Installation with the MEP Bid Packages to ensure all proper sleeves and boots are installed as required.
- This Contractor shall designate a foreman or supervisor for this Project to coordinate with all work forces, material deliveries and Contractors of this Prime Contractor. The foreman or supervisor must be fluent in the English language.
- Provide and install any and all necessary temporary fall protection including rails, cables etc. per CalOSHA requirements. Remove at completion of this bid package.
- Provide all Submittals/RFIs/Shop Drawings/Cutsheets for this package and provide to all Bid Packages as needed for coordination of a complete system.
- Any expedited cost or storage cost to have project materials available in conjunction with construction will be part of this Contractor's responsibility and all delivery cost associated with materials.

- Prime Contractor is responsible to clean up and remove from site all waste generated by this work scope. Include proper waste disposal containers for disposal.
- Prime Contractor may be required to perform “out of sequence” work to satisfy phasing and school operations with multiple crews at the direction of the CM.
- Protect existing utilities during the course of construction for this scope of work. Prime Contractor is responsible to locate all underground utilities and expose by hand operations to assure no damage is incurred.
- Prime Contractor is fully responsible to comply with the requirements of Construction and Demolition Waste Management spec. section.
- Coordinate and provide ALL layout for the Demolition Bid Package at all roof opening locations that are required to be demolished and/or removed. Both packages to hold a roofing meeting to buy off on all layouts and locations for the new Mechanical work that will sit on the existing building roof. This coordination effort shall also include the #FES-02 – General Trade Contractor of any patchback roofing work.
- Coordinate all required rough-carpentry and/or backing for Roof/Walls with all Bid Packages to properly install all Mechanical Components as reflected in the Contract Documents.
- Contractor to install items plumb and level, accurately fitted from distortion of defects.
- Contractor to obtain approval prior to site cutting or making adjustments not scheduled.
- This package is responsible for ALL fireproofing penetrations at the walls and/or ceiling spaces as required to maintain the building’s fire rating per code and DSA requirements.
- Provide smokestopping, firestopping, fire barrier sealant, metal fillers, etc. as required by the Contract Documents and by code requirements.
- This Package is responsible for providing and installing all seismic bracing, hangers, anchors, splay wires, trapeze systems, coordination, layout, shot pins, testing, etc. for all new Mechanical components.
- Contractor shall notify all local utility companies including but not limited to the Local Water/ Electricity/ Gas/ Telephone Companies as required for the new extents of all Plumbing work. All excavation work shall be approved by all utility companies to assure prevention of interruption of existing services prior to start of work.
- This Package shall provide and install ALL joint sealants as specified in their new work.
- This Package is responsible for performing and providing a Test & Air Balance (TAB) Report to the Design Team for review and approval upon each construction phase completion as to not interrupt the Campus.
- Coordinate all dimensions, layout, openings, cutsheets, requirements, etc. for roof framing at HVAC units/curbs to ensure proper opening size, curb layout, flashing and roofing with the #FES-02 – General Trade Bid Package.
- All open ductwork as it is being installed must be capped/ taped off at all locations. This is critical to prevent any dust exposure from entering the new ductwork. If the contractor shall fail to cap off, it is the responsibility of this Bid Package to provide intermediate and final cleaning to ensure no debris or dust remains.
- This package to coordinate all new drywall work for any needed cutouts and edge metals/ trim with the #FES-02 General Trade Bid Package to ensure a complete Mechanical finish system is coordinated.
- It is the responsibility of this package to field verify exact ceiling space available for routing of new ductwork prior to start of work as well as confirming adequate roof framing for any supports as required.
- All HVAC work systems with 2000 CFM or more or service a common air space must be interconnected to shut down immediately upon alarm condition from duct detectors (or fire alarm system when using smoke detectors in lieu of duct detectors without interface from EMS or any other systems. All control relays used for shut down must be California State Fire Marshall listed for releasing service.

- This contractor to coordinate, provide, and install all rough hardware, bent or otherwise custom fabricated bolts, hold down bolts, hangers, and other miscellaneous steel and/or iron shapes, or any other fasteners that is required.
- Provide all layouts and coordination for Rough Carpentry, Blocking, and Backing to the #FES-02 General Trade Bid Package prior to closing up walls.
- This package to coordinate with the #FES-02 General Trade Bid Package for ensuring the new Mechanical curbs are framed correctly and slope in the correct location for installation.
- This Package is to provide and install all new Thermostats and ensure coordination with all applicable Bid Packages takes place for power, controls, low voltage, wall finishes, etc.
- Abandon in Place and Utility Safe-Off all Hydronic Piping a minimum of 12" below grade prior to the #FES-01 – Demolition & Abatement Bid Package begins demolition at the Classroom Interiors.
- Provide all necessary Cutting and Capping of Existing Hydronic and Mechanical System Components at the Chiller Yard as necessary for the #FES-01 – Demolition & Abatement Bid Package to remove all components.
- This package is to provide and hand deliver all access panels in framed walls and ceilings to the #FES-02 General Trade Bid Package for installation.
- Anchors to be drilled and installed or shot pins for the stud walls shall be the responsibility of this Bid Package.
- This package is responsible for accurately decommissioning all existing Mechanical equipment in the classrooms such as the ventilators. This contractor to walk and account for this work as part of the pre-bid jobwalk and in their bid amount.
- Responsible for Engineering, Surveying and layout for the scope of this work. Prime Contractor shall provide surveying and determine existing grades/elevations in order to document existing paving areas and ensure proper drainage. Prime Contractor to provide, in writing, the existing grades and elevations of the site to the Construction Manager or Owner's Representative prior to commencing work. Prime Contractor shall ensure that the new site surfaces flow and drain properly even though existing pavement may not have sufficient drainage and may cause ponding in some areas. Any discrepancies must be brought to the Construction Manager or Owner's Representative's attention prior to the commencement of work.
- This Package to coordinate and cut all ceiling tiles as required for the new Mechanical System such as Devices, Grilles, Registers, etc.
- This Package is responsible for providing and installing all applicable new devices, equipment, ductwork and components, etc. as reflected in the Contract Documents. Coordinate this work with #FES-04 – Electrical & Low Voltage to ensure all new devices and equipment requiring power and controls are accurately accounted for to establish a complete Building Mechanical System. It is the responsibility of this package to share all pertinent information for the Electrical & Low Voltage components to all Bid Packages for a complete system of the new Mechanical.
- This package shall coordinate and assist with the layout of all conduit, sleeves, cable, drain lines, condensate lines, etc. needed for their new Mechanical components in coordination with all other trades. The #FES-04 – Electrical & Low Voltage shall install all conduits, pull wire, and connections in coordination with this Bid Package. The #FES-05 – Plumbing shall install all condensate and drain lines in coordination with this Bid Package.
- Prime Contractor to provide complete Heating, Ventilating, & Air Conditioning Systems, including but not limited to all supervision, layout, installation, fittings, fixtures, equipment, joint sealants, firestopping, sleeves, ductwork, grilles, louvers, vents, smoke seals, hangers, supports, seismic bracing/restraints markers, flashings, ductwork cleaning, insulation, testing, air balancing, training, air distribution systems, HVAC Equipment and Supports, HVAC system energy balance reporting, control conduit and

wiring, control system, ductwork, fire dampers, smoke dampers, volume dampers, back-draft dampers, filters, refrigerant piping, insulation, VAV boxes, hydrostatic piping testing, system air, temperature control system and training, FCMS, etc.

- Prime Contractor to provide and install all louvers and vents including but not limited to fabrication, joint sealant, hangers, supports, connectors, screws, fasteners, mastic, adhesives, fixed metal wall louvers, etc.
- Contractor shall verify weights of all Mechanical equipment with their manufacturer prior to start of work. If different than the weights on the drawings contractor shall inform the Architect, Structural Engineer, CM prior to start of work.
- This package shall coordinate all structural framing for the new rooftop units with the #FES-02 – General Trade Package.
- Provide and install all roof supports for ducts, pipe, and HVAC equipment including but not limited to all vertical and horizontal steel/metal components, flashing and welding of any supports as required. Quantity of supports may not be shown - it is this contractor's responsibility to include costs for all supports needed for work in this bid package.
- Prime Contractor to provide all angles for curb as well high strength welding at angles and curb attachments on the roof above concrete roof deck
- This package is responsible for the start-up, testing, air-balancing, and commissioning of the new Mechanical System as required per the Contract Documents.
- Properly coordinate the locations and dimensional requirements of all work items (i.e. piping penetrations, diameter of ducts in walls & ceilings, fire rated taping or drywall, equipment, etc.) with all other Prime Contractors so that conflicts and incorrect locations are avoided. Prime Contractor is responsible to verify/coordinate the correctness of all locations, dimensions, size of equipment/fixtures/piping/ ductwork, etc., with all other trades and building components.
- Install within the duct system all duct smoke and fire detectors. Wiring and connection of the smoke/heat detectors to the fire alarm system, within the duct system, shall be the responsibility of #FES-04 – Electrical & Low Voltage Bid Package.
- Prime Contractor to provide complete fire and smoke damper systems in accordance with specifications. Provide fire stop material and safing at all penetrations through rated walls and slabs required by this bid package to meet all code requirements. Include sealants, caulking, backer rods, fire and smoke seals, steel angles, sleeves, access doors, accessories, etc. as required for a complete installation. Include all fire barrier duct wrap with associated sealants as indicated.
- The location, configuration, size and height of all roof equipment, curbs and associated sheet metal flashings and ductwork penetrations shall be fully compatible with the roofing system and roofing manufacturer's warranty and shall be approved by the prior to installation. The design, proper sequence and installation of flashings shall be coordinated with the installation of the roofing system. The minimum height of all penetrations, curbs, platforms and equipment shall be eight (8) inches above the highest point of the finished roof surface.
- Provide all factory finishes, paint and prime coats for HVAC work as specified.
- Prior to Construction Start, a Pre-Construction Air-Flow Reading shall be performed for reference and purposes only. The system is not required to be balanced prior to construction start. Provide this report to the District and Design Team upon completion.
- Provide and install construction filters on all equipment during the construction period and initial start-up procedures. Use disposable filter media to protect construction filters during initial equipment start-up and testing. Final filters to be installed immediately preceding Owner Occupancy.
- Protect roof system during HVAC installations. Prime Contractor to pay for any damage or wear to the roof caused during its installation.
- Locate and coordinate for all line (power) voltage requirements and disconnects to ensure proper placement for all conduit with the #FES-04 – Electrical & Low Voltage Bid Package.

- Locate and coordinate all roof penetrations for gas lines, condensate lines, and secondary drains/pans to ensure proper placement by the #FES-05 – Plumbing Bid Package.
- Prime Contractor to provide final cleaning of all equipment, registers and diffusers 1 week prior to District Occupancy.
- Provide Air-Balancing in accordance with specifications and commissioning requirements.
- Provide and install temporary protection and weatherproofing of roof openings and penetrations related to HVAC equipment.
- Prime Contractor responsible for providing all ceiling wires needed for this Bid Package.
- Provide and install all motor starters for all HVAC equipment. Hook-up of motor starters will be by #FES-04 – Electrical & Low Voltage Bid Package. This Prime Contractor to verify proper rotation.
- Prime Contractor to furnish and install all specified labeling, stenciling, tagging identification of equipment and all systems installed in this bid package.
- Provide conduit, sleeves and refrigerant piping including below slabs and crawl spaces.
- Oversee the start-up and commissioning of all equipment and systems provided by this Bid Package. Coordinate with all Bid Packages during troubleshooting and system start up. Perform all shut-downs and tie-ins during off hours or weekend to accommodate the District or the project schedule. Have a representative onsite during ALL testing as needed to facilitate and close out commissioning.
- Do not close, shut off, or disrupt existing utility branches or take-offs that are in use without at least 3 days prior written notification to District.
- Remove exposed piping, valves, meters, equipment, supports, and foundations of disconnected and abandoned utilities.

❖ **Work Performed by Others (Bid Package Specific-Reference the Above):**

A. Demolition & Abatement (Bid Package #FES-01) will provide:

1. This Package shall provide all selective demolition efforts as noted in the Contract Documents. It is the responsibility of all Bid Packages to accurately coordinate all new work with the Demolition Bid Package to ensure all items are demolished and removed for a complete system.
2. This Package shall provide all necessary Hazardous Materials Abatement as noted in the YES Environmental, Inc. Summary Plan.

B. General Trade (Bid Package #FES-02) will provide:

1. Temporary Perimeter Fencing & Gates
2. SWPPP/Erosion Control, Sandbags at Site Perimeter, Stabilized Construction Entrance, Trackout Control, and Maintenance (Pre-Rain/Rain/Post-Rain).
3. (4) Portable Toilets/ (2) 2-Station Hand Wash Sinks (1x Weekly Service)
4. (1) 40-Yard Waste Container for Materials Debris (1x Weekly Service)
5. This package is responsible for any and all items that are to be salvaged and reinstalled or returned to the owner under its respective Spec. Sections.

C. Electrical & Low Voltage (Bid Package #FES-04) will provide:

1. This package is responsible for the utility safe-off of ALL equipment utilizing electrical power and low voltage including but not limited to disconnecting of all electrical devices/fixtures, mechanical equipment/devices, plumbing equipment/devices, etc. prior to demolition.
2. The #FES-04 – Electrical & Low Voltage Bid Package shall install all conduits, sleeves, pull wire, wire, cable, controls, EMS/BMS tie-ins, connections, etc. in coordination with this Bid Package.

3. Main Temporary Power Feed and Local Spider Boxes will be supplied by this package as directed by the Construction Manager. All Bid Packages are responsible for supplying and providing their own extensions cords to pull power to and from the Spider Boxes.

D. Plumbing (Bid Package #FES-05) will provide:

1. This Package shall decommission/ de-energize all Mechanical equipment with any condensate, drainage, plumbing components prior to Selective Demolition. Coordinate with the Mechanical and Demolition Bid Packages.
2. This Package shall provide and install all condensate lines or drain lines as required for the new Mechanical Equipment. Coordinate all work with the Plumbing-Mechanical Bid Package for a complete system.

❖ **ALLOWANCE(S):**

▪ **Allowance #01 – Unforeseen Conditions**

Include the sum of **\$25,000.00** in your Contract Amount for the following: Unforeseen discoveries, unforeseen existing utilities investigation, necessary utility relocation, other unforeseen items not identified in the Contract Documents.

This Allowance is strictly to be used at the Owner's direction. Contractor to include a separate line item in their Schedule of Values. All Bonds, Insurance, Overhead & Profit are to be captured within the total bid amount. No additional markups are to be applied upon approval. All unused portions of this allowance amount shall be credited back to the owner in the form of a deductive change order at 100% of the remaining value. This allowance shall be included in the base bid.

END OF SECTION



FREMONT ELEMENTARY SCHOOL

CAMPUS HVAC SYSTEM UPGRADES

BID PACKAGE #FES-04

ELECTRICAL & LOW VOLTAGE

SCOPE OF WORK



BID PACKAGE #FES-04 **ELECTRICAL & LOW VOLTAGE** **SCOPE OF WORK**

PRIME CONTRACTOR
*(Prime must possess a **Class C-10** License)*

Spec. Section	Description	Spec. Section	Description
Division 00	Procurement and Contracting	08-31-13	Access Doors
Division 01	General Requirements	*09-29-00	Gypsum Board Assemblies
*02-41-19	Selective Demolition	*09-51-13	Acoustical Panel Ceilings
*Division 03	Concrete	*09-51-23	Acoustical Tile Ceilings
*06-10-00	Rough Carpentry	*09-77-23	Vinyl Covered Tack Board
*06-20-00	Finish Carpentry	22-00-00	Plumbing
07-27-00	Firestopping	*Division 23	Heating, Ventilating, & Air-Cond.
07-92-00	Joint Sealants	*Division 26	Electrical
*08-11-13	Standard Steel Doors & Frames	*Division 32	Exterior Improvements
*08-14-16	Flush Wood Doors		

**As applicable to work within this Bid Package.*

ATTACHMENT(S): SUMMARY OF COMPREHENSIVE ASBESTOS INSPECTION FINDINGS (YES ENVIRONMENTAL, INC.; DATED JULY 2023) – FOR REFERENCE ONLY

General Comment: This document is provided to assist the Contractor with outlining the scope of work. It's the Contractor's responsibility to measure the site to obtain actual dimensions and assess existing conditions. It is the contractor's responsibility to review and fully understand the approved project drawings to provide a complete and successful project to the Owner. During the pre-bid jobwalk, it is expected that each potential Contractor measure, quantify, identify the existing conditions as the construction documents are not to scale. Drawings do not identify all site conditions. This Contractor is responsible for incorporating the work scope, drawings, specifications, and contract documents to provide a complete proposal. Contractor is responsible to visit the school site as noted in the Contract Documents and familiarize oneself with the Scope of Work in relation to the Drawings/Specs. Should clarification be necessary, this Contractor shall submit discrepancy or inquiry to the Construction Manager or Owner's Representative using the Pre-Bid Clarification form included in this package.

This is a Multiple Prime project. This Bid Package is responsible to coordinate their scope of work with all other Bid Packages. Each Contractor shall resolve conflicts with other Bid Package Contractors prior to commencing demolition. It is the responsibility of each Contractor to provide all necessary copies of approved submittals, shop drawings or other approved Contract

documents to all other Contractors that connect or interface with work performed under each Bid Package.

Prime Contractor General Duties & Responsibilities: The specific items listed herein are provided to assist the Contractor in understanding the General scope of work but is not intended to supersede any tasks required to perform work. The work will include, but not be limited to, the following:

- Provide all traffic control flagmen, equipment, barricades, trench plates, delineators, caution tape, etc. as necessary and pertaining to this scope of work. At no time shall school operating hours be impacted as a result of construction.
- Provide all labor, equipment, materials, etc. to perform this Bid Package in its entirety.
- No deliveries to take place during school hours to ensure safety.
- Abide by all district rules governing the safety and protection of District personnel, their consultants, students, teaching staff, administration staff. Prime Contractor is primarily responsible for the safety and protection measures administered for their own work.
- Any delivery is to be submitted to the CM Team for approval. All deliveries to include at minimum (1) flagmen to assist the driver and escort through campus as approved by the CM Team.
- Coordinate installation of any work with CM Team that crosses public paths of travel during the school year. The above-mentioned work must be complete after school hours or during the weekends to avoid path of travel disruptions. All paths of travel during construction must comply with ADA accessibility requirements at all times.
- Provide all hoisting, craning, erection, aids, etc. necessary for this Bid Package.
- Schedule of work for this bid package will be in accordance with District approved construction schedule. This will be a 2-Phase project to account for the temporary housing/ swing space. **Each phase is strictly subject to a 4-Month Duration (122 Calendar Days) or a Total of 244 Calendar Days for the Project Duration.** The bidding contractor is aware that the District has a tight timeline and any cost or time impacts as a result of not meeting this deadline will be at the sole responsibility of this Prime Contractor. It is understood that the District holds a not to exceed schedule timeline and other work is affected by this project's completion.
- Contractor understands that it is imperative that work be completed in accordance with the scope schedule or as the work becomes available to them, whichever comes first. The Contractor will try to better the scope schedule, when or if slack or float time becomes available during the course of construction. By doing so, the Contractor agrees this is beneficial to all parties concerned to get their work finished early and agrees to not hold the District responsible for any costs associated with working out of sequence or ahead of schedule, as long as critical work durations do not change. The Contractor agrees to pursue the work aggressively as directed by the CM. If at any time the Contractor falls behind schedule, they are to provide a Time Impact Analysis (TIA) within 5 Calendar Days to shorten the impact and expedite a fully staffed crew.
- Contractor shall be responsible for requesting all existing utilities within the area of work and coordinate with the respective Bid Packages for utility safe-off and disconnections as required to complete this Scope of Work.
- Should any existing utility lines be disrupted during this phase after the initial coordination meeting with the other Bid Packages, it will be the responsibility of this Contractor to make all repairs and restore system functionality, within the workday that it was disrupted, at no additional cost to the Owner. Should Contractor hire a utility locating service, a copy of all findings shall be made available to the CM Team/Owner.
- The term "Provide and Install" shall mean all labor, materials and equipment necessary for the complete furnishing and installation of specified item(s).

- The Contractor shall include all mobilization charges and protection of “work-in-place” required. It is known that this project will be scheduled and completed in multiple phases and all mobilization shall capture the multiple phases to complete this project accordingly. At no time shall the District be responsible for additional costs due to scheduling requirements to meet the logistics and swing space requirements.
- Furthermore, the sequencing of work may change and should be accommodated within the reasonable constrains of the Contract Documents. It is agreed that several areas may be under construction simultaneously and that multiple crews will be required.
- Contractor will provide only experienced, skillful craftsmen who will assure work of first-class quality and durability.
- This Package is responsible for performing ALL corrective work necessary to add, replace, or modify any defective or deficient work already installed and as directed by the CM, Architect, or Project Inspector.
- Inspect all site or building conditions prior to work commencing and after completion of work to document any existing damage. Any damage caused by the activities of this Bid Package shall be repaired by this Bid Package. If no documentation is provided by the Contractor, then the Contractor shall assume liability for ALL damages to the buildings and site. Contractor is to assume a 48-Hour Notice for ALL Inspection Requests.
- Contractor MUST refer to all “General Notes” and “Special Notes” listed in the drawings to ensure all items listed in those referenced notes are part of the “Scope of Work”.
- Contractor MUST call “Dig Alert” prior to the Demolition Phase.
- This contractor is solely responsible for the supplying and recycling of dumpsters for this bid package.
- All work shall be performed in a manner that keeps the entire project site safely accessible to District personnel and the District’s consultants, emergency personnel, students, and all contractors performing work on or around the project site.
- Contractor shall provide the onsite supervisor prior to start of onsite work with a cellular phone to facilitate communications with the Construction Manager or Owner’s Representative and other Prime Contractors. Supervisor’s phone number(s) are to be provided to the Construction Manager or Owner’s Representative for distribution to all Prime Contractors. The Prime Contractor shall provide a dedicated fore-person or superintendent that shall communicate on a daily basis with the Construction Manager or Owner’s Representative.
- Provide temporary task lighting as required to facilitate the work of this Bid Package in a timely manner and in accordance with the construction schedule. Provide sufficient task lighting to facilitate work of good quality and in accordance with the latest CALOSHA Safety Orders.
- Arrange and coordinate all inspection requests in writing to the Inspectors of Record and copy the Construction Manager for all inspections including third party inspections. Provide all hoisting, lifts, access, etc. for the Project Inspector to review quality of work. Failure to provide access may result in an un-inspectable area.
- Follow the timeline and duration reflected in the Preliminary Construction Schedule enclosed in the proposal documents. All the work shall be commenced and completed in accordance with the start and finish dates as listed in the proposal documents. The Prime Contractor is responsible for any overtime payments associated to the schedule and shall consider the cost as part of the proposal. Additional costs or changes to the proposed amount due to afterhours or Saturday work will not be accepted.
- It is understood that the scope of this work may not be completed in a continual process. This Prime Contractor shall include in the price of their proposal all mobilization charges required in accordance with the attached schedule. Further, once all Prime Contractors are selected, the sequencing of work may change and should be accommodated within reasonable constrains of the Contract Documents. It is agreed that multiple crews may be required. The Prime Contractor shall include in the price of their proposal all overtime

and weekend and/or acceleration required to complete the work in accordance to the attached schedule and the final completion date.

- If there is a conflict with any of the Contract Documents, notify the Construction Manager or Owner's Representative during the proposal process utilizing a Pre-Proposal RFI. If no clarification is issued or the Construction Manager or Owner's Representative is not notified, you are to propose the most stringent of the conflict, discrepancy, or ambiguity.
- Prime Contractor is responsible for all engineering, surveying and layout for the scope of this package, if any.
- Provide coordination with other Prime Contractors, Construction Manager or Owner's Representative, and public agencies, if required.
- Include in this package storage of all materials in a weather-tight container with multiple moves as needed for the project schedule to continue. The district will not pay storage fees or material cost escalation fees so this package must make all necessary accommodations to ensure all material is safe and free of damage or will need to be replaced due to the ongoing supply chain issues.
- Contractor is required to follow the NOAA pre-rain, rain, and post-rain event checklists to ensure no cost or schedule impacts are experienced due to inclement weather. Contractor is solely responsible for protecting new work and adjacent surfaces from any weather events entering the construction site. All post-weather work not suitable for the Inspector will be the responsibility of the Contractor to correct at no cost to the Owner as a result of lack of protection. **The Contractor is to account for a minimum of 22 Inclement Weather Calendar Days.**
- Contractor to reference the DSA-103 and ensure all specific special testing & inspection efforts are captured.
- Supply power cords, adapters, "spider boxes", etc. as necessary to complete the work of this package in a timely manner and in accordance with the construction schedule. 110V Power will be supplied at no cost to the Contractor, however, Contractor is responsible means of getting power cords to their site locations. Contractor to supply and provide any 3-phase power required for their Contractors and meter accordingly.
- This contractor shall supply, on a **daily** basis, daily reports to include a summary of all Contractors and its own forces. All daily reports will need to be submitted on District required software. Submission of daily reports is a condition of progress payment.
- All window, wall, roof, door, etc. openings must be sealed at the end of every day and are the responsibility of this Contractor.
- All workers must sign in **daily**. First and last name is required. This is a labor compliant need and is a condition of receiving progress payments.
- As-built needs to be updated **daily**. Updated as-built are a condition of progress payment.
- This Contractor shall conduct WEEKLY safety meetings with its own forces certify to the owner that the meetings have been held as a condition of progress payment.
- In addition to any other warranties set out elsewhere in this Agreement, this Contractor warrants that work performed under this Agreement conforms to this Agreement's requirements and is free of any defect of equipment, material or design furnished, or workmanship performed by this Contractor or any of his Contractors or suppliers at any tier. Such warranty shall continue for a period of 90 days from the date of final acceptance of the work but with respect to any part of the work which the District takes possession. Under this warranty, the Contractor shall remedy at their own expense any such failure to conform or any such defect. Construction Manager shall notify the Contractor in writing within a reasonable time after the discovery of any failure, defect, or damage. Should the Contractor fail to remedy any failure, defect or damage described above within a reasonable amount of time after receipt of notice thereof, Construction Manager shall have the right to replace, repair, or otherwise remedy such failure, defect, or damage at this Contractor's expense. In addition to the other rights and remedies provided by this clause, all Contractors', manufacturers', and suppliers' warranties

expressed or implied, respecting any work materials shall, at the direction of the Construction Manager, be enforced by the Contractor for the benefit of the District.

- This package shall turnover any, parts, manuals from manufacturer's shipping package.
- Unless otherwise noted, the construction start and end times are from 7am-5pm and are to abide by the local Noise Ordinances and Jurisdictions.
- It assumed that any work that is behind schedule as a result of this bid package is the responsibility for additional work shifts and weekend shifts to bring the schedule back to the provided timelines at no additional cost to the Owner.
- This Contractor is This Prime Contractor to perform all Pre/Rain Event Action plans to ensure a water-tight job site. Perform all dewatering and restoration of unsuitable surface conditions, etc. for work specified under this Package as a result of weather while on site in your work area. Any additional cost for move-ins, adjustments, monitoring, etc. is included.
- All Packages are fully responsible for their own site security and locking mechanisms to prevent vandalism and/or theft. If jobsite equipment/materials are stolen as a result of lack of security implementation, the Contractor is fully responsible to expedite the materials for delivery and installation at no expense to the District.
- Acquire and pay for all necessary meters, permits, fees, service charges, etc. required for water needed for dust control. Provide and pay all necessary fees for a temporary water meter at the existing fire hydrant for grading activities use only.
- Contractors to review and understand that all items pertaining to Potential Change Orders, Proposed Change Orders, Field Directives, Proposal Requests, Immediate Change Directives, Changes & Extra Work, etc. such as identified in the Contract Documents are to comply with the following:
 - Provide and Receive CM Approval on the DIR Labor Rate Classifications and Hourly Rates prior to the Start of Construction for all personnel on the job.
 - Equipment Rates as established by the Cal Trans – Labor Surcharge & Equipment Rental Rates (2023) as provided as part of this contract.
 - Any incidentals shall not exceed \$500 per change. This shall capture any estimation fees, tools, trucks, fuel, delivery, shop drawings, submittals, reviews, etc.
 - Bonds & Insurance combined shall not exceed 2% of the total change amount.
 - General Prevailing Wage Determinations made by the Director of Industrial Relations are to be followed for all Labor Classifications. The Basic Hourly Rate shall not exceed \$25.00/ Hour as part of the additional burdened wage rate.
 - **Example:** Carpenter Determination – SC-23-31-2-2022-2
 - Basic Hourly Rate @ \$47.24
 - Health & Welfare, Pension, Vacation & Holiday, Training, Other @ \$ 25.00/ Hour
 - Total Allowable Hourly Rate @ \$72.24/ Hour
- All Bid Packages are responsible for attending and coordinating in a Weekly Trade Meeting to outline the schedule, milestones, and upcoming work for proper coordination.
- **Contractor shall review and understand the School Hours and Academic Calendars for the respective campus.**
- **Provide a site logistics plan outlining temporary construction fencing, temporary restrooms, temporary facilities, pathways, construction signage, haul route, access, etc. as a Submittal for District review prior to starting construction that clearly identifies all school sites to delineate the construction work from the campuses.**

❖ **Electrical (Trade Specific) Scope of Work:**

- This Bid Package shall be responsible for all Electrical & Low Voltage (Data, Fire Alarm, Security, Etc.) components not specified within this scope of work yet reflected in the

Contract Documents. Any questions regarding scope of work are to be addressed as part of the Pre-Bid Clarification period to be answered prior to Bid.

- Contractor shall review and familiarize itself with the Construction Logistics Plan.
- Contractor to coordinate and participate in the Pre-Demolition Conference with the Demolition Bid Package to review all new installation work with Construction Manager, Inspector of Record, Owner, and all Bid Packages to ensure demolition efforts are met for new work to be installed by this Bid Package.
- Any work affecting public paths of travel during the school year must be done after school hours or on Saturday to avoid path of travel disruptions.
- Contractor shall repair or replace any existing or new construction that is damaged from water intrusion due to failure of required weather protection at contractor's expense.
- At the end of each working day and at completion of work, all Contractors are to remove all materials, supplies and debris as generated by their scope of work. Leave each area in a clean and acceptable condition. Failure to do so will result in the Construction Manager directing failed clean-up efforts with a 48-hour minimum correction by the Contractor and will backcharge this Prime Contractor all costs associated with the clean-up at no charge to the District.
- Contractor to provide all permits required for this package at no cost to the District.
- Prime Contractor may remove site obstructions not identified for removal such as CLF, CLF gates, posts, ramps, etc. at their discretion to facilitate this scope of work, however, should the Prime Contractor elect to remove such items, all items must be replaced including all equipment with new poles (retain existing pole brackets, attachments, equipment, etc.) new concrete foundations, and restore to existing condition and Inspector approval sign-off.
- Perform exploratory investigation (minor demolition, pot-holing, or other non-destructive means) to locate exact position of existing point of connection and connect new systems accordingly. Provide all connections to the existing utility lines. Include all costs associated with locating and uncovering existing lines for system tie-ins as shows on the drawings.
- Provide all street sweeping necessary to maintain dirt free right of ways. Tracking of any dirt, demolished material, base material, A/C or any other earthen material on to city streets must be cleaned up immediately. Comply with the governing authority's rules and regulations to prevent any contamination of the storm water system.
- Prime Contractor is responsible for protecting all adjacent surfaces and improvements from damage caused in the performance of this work. Prime Contractor shall be responsible for all costs associated with the replacement, repair or restoration to equal or better condition, of any damaged building or site improvements caused in the performance of this work.
- This Contractor is responsible for removing and re-grading/dressing the affected landscaped areas with new turf and/or hydroseed per District standards as a result of laydown of materials and or access during construction. Contractor to return all existing conditions and replace in-kind any damage of work outside of the construction limits. This Contractor is to coordinate the Landscape & Irrigation new work with the District's grounds/ maintenance crew to ensure all irrigation lines reflected to be removed are reconnected from the main irrigation timer/ controller to prevent any campus interruptions.
- Prime Contractor will walk the site with the Construction Manager or Owner's Representative to establish existing conditions (i.e. damaged curbs, raveling, etc.) prior to commencing work. Prior to commencing work all existing damage shall be photographed, logged and given to the Construction Manager or Owner's Representative. Prime Contractor will remedy any damage resulting from Prime Contractor's work.

- Include preparation/submission of all paperwork (haul route maps, applications, etc.) as required by the local municipality. If required, include street cleaning and erosion control measures.
- Prime Contractor is fully responsible for complying with the requirements of Construction and Demolition Waste Management spec. section. Provide and implement a construction and demolition plan in accordance with the requirements of the construction documents including collection and separation up to 75% of all waste generated by Prime Contractor's work.
- The cut and removal of all surface, floor, or site mounted items must be grinded flush or removed below finish grade for future patch back efforts as to prevent any items protruding the finish surface.
- It is the responsibility of this Bid Package to coordinate with the District and the #FES-03 – Mechanical Bid Package and their list of District purchased Owner Furnished-Contractor Installed (OFCI) components. This list is inclusive of Mechanical Units and Vibration Isolation Curbs. This package is responsible for ensuring all components are installed at the required locations and necessary coordination efforts for any Electrical & Low Voltage components for a complete system.
- This Contractor is responsible for coordinating with the Demolition Bid Package to review all items noted to be removed and re-installed. This Contractor shall provide all necessary inventory, equipment to relocate, palletize, secure in a weathertight container, and notify the District of placement locations for confirmation.
- This Package to coordinate the demolition and new work extents of all Restroom Modernizations with the applicable Bid Packages to ensure all new exhaust fans, grilles, ductwork, electric hand dryers, insta-hot's, etc. are adequately covered as outlined in the Construction Documents for any Electrical and/or Low Voltage.
- This Bid Package is responsible for providing their Builder's Risk Insurance Policy for the project duration.
- Contractor will protect all finish surfaces per Contract Documents & Finish Schedules. All costs associated with any repair of finish surfaces related to damage, staining, scuffing, spills, etc. caused by this Contractor shall be the sole responsibility of this Contractor.
- This package is responsible to provide and install all underground utility work outlined per the Contract Documents including but not limited to: trenching, excavation, soils bottom compaction, utility installations, backfill, shading, and subgrade preparation. This Package shall coordinate the new Finish Grade Surface with Bid Package #FES-02 – General Trade who will install the required concrete or asphalt finish surface.
- Furnish and install all fire stop material at all penetrations through rated walls, ceilings and slabs required by the work to meet code requirements. Include sealants, caulking, backer rods, fire, and smoke seals, etc.
- Provide caulking and sealants between work in this contract and dissimilar finishes including, but not limited to, drywall, plaster, trim/accessories, decking, flooring, etc.
- This package is responsible for any and all items that are to be salvaged and reinstalled or returned to the owner under its respective Spec. Sections.
- Include in this package storage of all materials in a weather-tight container with multiple moves as needed for the project schedule to continue. The district will not pay storage fees so this package must make all necessary accommodations to ensure all material is safe and free of damage or will need to be replaced at no additional charge.
- This Package shall be responsible to provide and supply all components as necessary for Temporary Power to the jobsite. The extents of this work shall include but not limited to: temporary power poles, foundations as required, guy wire, bracing, cable, wire, existing gear power tie-in, electrical gear shutdown, start-up, trenching, excavation, dedicated breakers, etc. This package to provide at minimum (8) Spider Boxes to be evenly distributed to the jobsite for all Contractors use.
- This Package shall also provide all provisions for Temporary Power to feed the Construction Manager's Office Trailer. The office trailer will require at minimum power to

supply the 60A panel. Include all trenching, excavation, overhead work, poles, breakers, start-up, etc. as required for CM Office Trailer power.

- Provide all temporary water required to complete the work of this Bid Package.
- Contractor to replace all existing wall electrical outlets and switches as noted in the Plans.
- This Package shall be responsible for holding Pre-Work Conference Meetings with all Bid Packages to coordinate the new work to be installed. For example, a Pre-Roofing Conference shall be held for the Roofing Installation with the MEP Bid Packages to ensure all proper sleeves and boots are installed as required.
- This Contractor shall designate a foreman or supervisor for this Project to coordinate with all work forces, material deliveries and Contractors of this Prime Contractor. The foreman or supervisor must be fluent in the English language.
- Provide and install any and all necessary temporary fall protection including rails, cables etc. per CalOSHA requirements. Remove at completion of this bid package.
- Provide all Submittals/RFIs/Shop Drawings/Cutsheets for this package and provide to all Bid Packages as needed for coordination of a complete system.
- Any expedited cost or storage cost to have project materials available in conjunction with construction will be part of this Contractor's responsibility and all delivery cost associated with materials.
- Prime Contractor is responsible to clean up and remove from site all waste generated by this work scope. Include proper waste disposal containers for disposal.
- Prime Contractor may be required to perform "out of sequence" work to satisfy phasing and school operations with multiple crews at the direction of the CM.
- Protect existing utilities during the course of construction for this scope of work. Prime Contractor is responsible to locate all underground utilities and expose by hand operations to assure no damage is incurred.
- Prime Contractor is fully responsible to comply with the requirements of Construction and Demolition Waste Management spec. section.
- Coordinate all required rough-carpentry and/or backing for Roof/Walls with all Bid Packages to properly install all Electrical Components as reflected in the Contract Documents.
- Contractor to install items plumb and level, accurately fitted from distortion of defects.
- Contractor to obtain approval prior to site cutting or making adjustments not scheduled.
- This package is responsible for ALL fireproofing penetrations at the walls and/or ceiling spaces as required to maintain the building's fire rating per code and DSA requirements.
- Provide smokestopping, firestopping, fire barrier sealant, metal fillers, etc. as required by the Contract Documents and by code requirements.
- This Package is responsible for providing and installing all seismic bracing, hangers, anchors, splay wires, trapeze systems, coordination, layout, shot pins, testing, etc. for all new Electrical components.
- This Package shall provide and install ALL joint sealants as specified in their new work.
- This package to coordinate all new drywall work for any needed cutouts and edge metals/ trim with the #FES-02 General Trade Bid Package to ensure a complete Electrical finish system is coordinated.
- It is the responsibility of this package to field verify exact ceiling space available for routing of new ductwork prior to start of work as well as confirming adequate roof framing for any supports as required.
- This contractor to coordinate, provide, and install all rough hardware, bent or otherwise custom fabricated bolts, hold down bolts, hangers, and other miscellaneous steel and/or iron shapes, or any other fasteners that is required.
- Provide all layouts and coordination for Rough Carpentry, Blocking, and Backing to the #FES-02 General Trade Bid Package prior to closing up walls.
- This Package is to provide, install, and coordinate with #FES-03 - Mechanical Bid Package for all Mechanical Devices that will require both line (voltage) power and

controls as specified in the Contract Documents. This includes but not limited to: Thermostats, VAVs, VFDs, Disconnects, Heat Pumps, HVAC Units, Diffusers, Smoke Dampers, Fire Smoke Dampers, Ventilators, etc. All new Mechanical Components must be thoroughly coordinated to ensure all Electrical & Low Voltage/ Controls are installed in working condition.

- Abandon in Place and/or Utility Safe-Off for all Electrical Equipment & Components a minimum of 12" below grade prior to the #FES-01 – Demolition & Abatement Bid Package begins demolition at the Classroom Interiors.
- Contractor shall de-energize and safe off all electrical services in the existing structures and buildings prior to demolition.
- Provide all necessary Utility Safe-Off/ Cutting and Capping of Existing Electrical System Components at all Chiller Yard, Site Work, and Building Areas as necessary for the #FES-01 – Demolition & Abatement Bid Package to remove all components.
- Demolish and/or remove electrical type items as depicted on Construction Documents and/or Electrical (E) drawings. Protect in place all items shown or noted to be re-installed, re-programmed, re-connected or cross connected during any phase of construction. Stack and store materials to be reused with inventory list and weather protection. Remove from the site, all demolished materials, within 5 workdays of its demolition
- This package is to provide and hand deliver all access panels in framed walls and ceilings to the #FES-02 General Trade Bid Package for installation.
- Anchors to be drilled and installed or shot pins for the stud walls shall be the responsibility of this Bid Package.
- This package is responsible for accurately decommissioning all existing Mechanical equipment in the classrooms such as the ventilators. This contractor to walk and account for this work as part of the pre-bid jobwalk and in their bid amount.
- Responsible for Engineering, Surveying and layout for the scope of this work. Prime Contractor shall provide surveying and determine existing grades/elevations in order to document existing paving areas and ensure proper drainage. Prime Contractor to provide, in writing, the existing grades and elevations of the site to the Construction Manager or Owner's Representative prior to commencing work. Prime Contractor shall ensure that the new site surfaces flow and drain properly even though existing pavement may not have sufficient drainage and may cause ponding in some areas. Any discrepancies must be brought to the Construction Manager or Owner's Representative's attention prior to the commencement of work.
- Intercept existing underground electrical and low voltage conduits and extend to new pullboxes. Provide all the underground conduits, boxes, pre-cast concrete pads, and vaults as indicated in the contract documents.
- This Package to coordinate and cut all ceiling tiles as required for the new Mechanical System such as Light Fixtures, Projectors, Fire Alarm Devices, Low Voltage Devices, Wireless Access Points, Public Address Systems, Speakers, etc.
- This Package is responsible for the installation, pathways, conduits, cabling, wire, power, controls, sleeves, supports, coordination, etc. for all Mechanical components. It is the responsibility of this package to share all pertinent information for the Electrical & Low Voltage components to all Bid Packages for a complete system of the new Mechanical.
- This package shall develop a submittal shop drawings reflecting all conduits, wire, cable, controls, pathways, sleeves, penetrations, etc. to all new work as outlined in the Contract Documents. All Contractors are to review and confirm that the provided Shop Drawings are an accurate representation of the required power and low voltage components to complete this project.
- Prime Contractor to provide complete Electrical & Low Voltage Systems, including but not limited to all supervision, layout, installation, fittings, fixtures, equipment, joint sealants, firestopping, sleeves, ductwork, grilles, louvers, vents, smoke seals, hangers,

supports, seismic bracing/restraints markers, flashings, ductwork cleaning, insulation, testing, air balancing, training, air distribution systems, Equipment and Supports, commissioning, disconnects, automatic devices, control conduit and wiring, control system, thermostats, ductwork, fire dampers, smoke dampers, volume dampers, ventilators, insta-hots, water heaters, back-draft dampers, filters, refrigerant piping, insulation, VAV boxes, hydrostatic piping testing, system air, temperature control system and training, FCMS, etc.

- Provide and install all roof supports for conduits, sleeves, penetrations, pipes, equipment including but not limited to all vertical and horizontal steel/metal components, flashing and welding of any supports as required. Quantity of supports may not be shown - it is this contractor's responsibility to include costs for all supports needed for work in this bid package.
- This package is responsible for assisting the #FES-03 – Mechanical Bid Package with the start-up, testing, air-balancing, and commissioning of the new Mechanical System as required per the Contract Documents.
- Properly coordinate the locations and dimensional requirements of all work items (i.e. piping penetrations, diameter of ducts in walls & ceilings, fire rated taping or drywall, equipment, etc.) with all other Prime Contractors so that conflicts and incorrect locations are avoided. Prime Contractor is responsible to verify/coordinate the correctness of all locations, dimensions, size of equipment/fixtures/piping/ductwork, etc., with all other trades and building components.
- This package to coordinate all surface mounted items and the Prep, Prime, & Paint as required with the #FES-02 – General Trade Bid Package.
- Prior to Construction Start, a Pre-Construction Meeting shall be performed for reference and purposes only. All Low Voltage Devices, Fire Alarm Systems, Security, PA/Speakers, Clocks, Light Fixtures, etc. shall be tested to verify and confirm that no pre-existing conditions will impact the new work schedule. All findings shall be provided to the District.
- Protect roof system during Electrical installations. Prime Contractor to pay for any damage or wear to the roof caused during its installation.
- Locate and coordinate all roof penetrations for gas lines, condensate lines, and secondary drains/pans to ensure proper placement by the #FES-05 – Plumbing Bid Package.
- This Contractor to provide and install all red-painted/coated conduit/box systems for fire alarm installations per code requirements.
- Connect all necessary electrical lines to the main electrical panel(s)/subpanels(s) as reflected in the contract documents. Energize the new or existing electrical panel(s) and/or subpanel(s) as required.
- Prime Contractor responsible for providing all ceiling wires needed for this Bid Package.
- Prime Contractor to furnish and install all specified labeling, stenciling, tagging identification of equipment and all systems installed in this bid package.
- Oversee the start-up and commissioning of all equipment and systems provided by other Bid Packages. Coordinate with all Bid Packages during troubleshooting and system start up. Perform all shut-downs and tie-ins during off hours or weekend to accommodate the District or the project schedule. Have a representative onsite during ALL testing as needed to facilitate and close out commissioning.
- Do not close, shut off, or disrupt existing utility branches or take-offs that are in use without at least 3 days prior written notification to District.
- All Low Voltage and Controls components including but not limited to: conduits, hangers, supports, sleeves, penetrations, cable, and terminations shall be provided and installed by this Prime Contractor to ensure all new equipment is functional. All line (power) voltage conduit and wire will be provided, installed and terminated by this package as well in coordination with all Bid Packages for complete systems.

- Provide full coordination and scope coverage with the Mechanical for smoke/fire dampers, and duct/mechanical equipment smoke detection systems.
- All other low voltage, security, data, fire alarm, signal, power, communication, lighting systems, cable and wiring, terminations and testing, etc. shall be furnished and installed by this Contractor. If it is discovered that inconsistencies or missing components exist for any other systems, then it is the sole responsibility of this Bid Package to provide and install all required conduit, power wiring (including final connections) at no additional cost for the scope defined herein.
- This package to take full responsibility from layout, demo, outline, sawcut, backfill, compaction, subgrade, encasements, subgrade as indicated in the contract documents. Coordinate the asphalt/concrete final surface patch back work with the #FES-02 – General Trade Package.
- Provide all power and low voltage as required per the contract documents for all specialties and equipment items including but limited to projectors, projector screens, hand dryers, accessories, etc.
- This contractor to ensure all demolished and/or removed items during the course of demolition are maintained live back at the Electrical, IDF, MDF, FACP, etc. with no interruption or disruption to campus activities. Any reprogramming needed to maintain the existing condition is critical and shall be repaired same day. This contractor is to provide temporary servicing of said components shall they be deemed necessary for safety purposes by the District.
- This package shall be responsible for the selective demolition, safe-off, and de-energizing of the existing Fire Alarm system in its entirety and as clarified in the Contract Documents.
- This package is responsible for providing all Fire Watch as necessary to complete the Fire Alarm component of the new work. At no time shall the District be liable for Fire Watch. The Contractor shall have workers readily available to maintain and service the Fire Alarm panel at a moment's notice. Any impacts as a result of lack of visual observation will be backcharged to the Contractor.
- This package to test all existing electrical and low voltage prior to commencement to ensure all existing and protect-in-place items are functioning prior to start of construction. Any items not tested and not functioning during the start of this scope will need to be replaced at no additional cost to the Owner.
- Adjust all existing vaults and pull boxes in new paving areas to match new elevations and grades. This contractor is responsible for all lifts, extensions, rings, etc. to bring vaults and boxes to grade verify grade with trades including CM.
- This contractor is responsible for the review and understanding of the Classroom Equipment Procurement Schedule including but not limited to the OFCI items such as projectors, projector screens, adapters, chrome carts, keyboards, and hdmi cables. This also includes the review and understanding of the CFCE items including but not limited to media controllers, amplifiers, speakers, microphones, AV enclosures, microphone receivers, system cabling, and raceways. Coordination between CM and Owner is to properly take place along with material buy-out to the storage of said components per the contract documents.
- Contractor to install all new Fire Alarm infrastructure (underground, overhead, and surface mounted) as noted in the Contract Documents.
- Contractor to install all Low Voltage infrastructure, Communication and Security (underground, overhead, and surface mounted) as noted in the Contract Documents.
- Contractor to install all Electrical (underground, overhead, and surface mounted) as noted in the Contract Documents.
- All single line and electrical drawings and diagrams are schematic in nature and actual locations of fixtures and routing of conduit and wiring will vary due to actual project conditions. Include all necessary relocations and re-routing as required for a complete and functional system.

- Coordinate building grounding system as required with the Concrete Contractor as required per the contract documents.
- At the commencement of construction, this package shall coordinate a meeting with all trades that require electrical power. All items and equipment shall be verified for voltage, amperage, phase, location, orientation, space requirements, type of connection, starter and disconnect locations and provisions, control system operation, etc. Any discrepancies shall be brought to the attention of the architect.
- Contractor is responsible for maintaining electrical and low voltage systems to all rooms **not** under construction that are affected from any shutdowns or interruptions. This may include the addition of temporary systems. All rooms not under construction must have functional electrical and low voltage systems including building communications. There is a low voltage server room that will need to have power to it at all times through this project.
- Contractor will be responsible for the removal and replacement of all branch wiring as required. Note: This item may not be shown on the plans or in the specifications.
- Contractor to provide complete On-Site Electrical Underground Utility Systems including but not limited to underground data and power conduit distribution, on-site Lighting, pull boxes, vaults, manholes, power transformer pad, ballast and pipe bollards, Primary power conduits from Utility POC, Secondary power feeds and connections, pull rope, equipment slab boxes, excavation, compaction, trenching, slurry, concrete, tape, backfill, cabling, wiring, anchorage and other materials as required for the complete distribution from Off Site Utility Service POC to buildings.
- This package will be responsible for reviewing the storm drain, sewer and other site utility plans prior to the bid. Any elevation adjustments needed to maintain the minimum depth of the conduits will require this contractor to run duct-banks or conduits below these utilities, which is to be included at no additional cost.
- Safe-off, disconnect, and cap if necessary, all equipment and electrical lines to make area safe prior to general demolition. Provide protection of or all fixtures, panels, equipment, and transformers that remain for Re-use.
- Contractor is to provide complete Building Electrical Systems including but not limited to all general electrical requirements, electrical acceptance and other required system testing and reports, power service and distribution systems, conductors, wiring devices, outlet boxes, pull boxes and wire-ways, terminal cabinets, floor boxes and ducts, switchboards, panel-boards, feeders, motor control centers, magnetic motor starters, disconnect devices, photo cells, time clocks, override switches, identifications, circuit breakers, noise control, electrical grounding systems, transformers, distribution switchboards, switches, branch circuit wiring and equipment, wiring devices and plates, lighting systems, raceway, wiring and disconnect switches for equipment provided by others, hangers, anchors, sleeves, chases, and supports, excavation, backfill, concrete pads and bases, joint sealants, access doors, etc.
- Contractor shall notify all local utility companies including but not limited to the Local Water/ Electricity/ Gas/ Telephone Companies as required for the new extents of all Plumbing work. All excavation work shall be approved by all utility companies to assure prevention of interruption of existing services prior to start of work.
- Contractor to include removal of all soil spoils generated by this Bid Package. Obtain approval for all import soil and backfill materials from the District's Soils Testing Consultant prior to commencing work. No stockpiling of dirt shall be allowed adjacent to buildings, near footings or at locations that are adjacent to or impeding site utility work or other underground installations. All unused soil stockpiles are to be removed from the campus at the end of each construction phase.
- Include redressing of On-Site grades (ruts, low spots, soft spots, etc.) caused from rain, erosion and Contractor work traffic until completion of this bid package. Contractor shall protect all areas subject to erosion and flooding, and provide immediate and ongoing

dewatering of work areas. Install temporary dirt berms along top perimeter of all sloped excavations and trenches to prevent water run-off into excavated areas. Remove berms and re-grade during final backfill / grading operations.

- Provide hook-up of all electrical required for and equipment supplied by others. This includes but is not limited to internal wiring for light fixtures, switches, refrigeration equipment, water heaters condensers, motors and any other work designated.
- Install and wire all light fixtures in ceiling grids and other areas per the Contract Documents.
- Provide temporary overhead task lighting for all building classrooms at the interiors upon termination of any Electrical.
- Provide power, circuiting and wiring connections to all locations of electrified hardware listed in the Finish Hardware, Security Specification sections and as shown on the plans. Include installation of the magnetic hold open devices if called for. Coordinate all rough-in with the hollow metal door frame and finish hardware suppliers.
- This package is responsible for the utility safe-off of ALL equipment utilizing electrical power and low voltage including but not limited to disconnecting of all electrical devices/fixtures, mechanical equipment/devices, plumbing equipment/devices, etc. prior to demolition.
- This Bid Package shall install all conduits, sleeves, pull wire, wire, boxes cable, controls, EMS/BMS tie-ins, connections, terminations, testing, etc. in coordination with the Mechanical and Plumbing Bid Packages.

❖ **Work Performed by Others (Bid Package Specific-Reference the Above):**

A. Demolition & Abatement (Bid Package #FES-01) will provide:

1. This Package shall provide all selective demolition efforts as noted in the Contract Documents. It is the responsibility of all Bid Packages to accurately coordinate all new work with the Demolition Bid Package to ensure all items are demolished and removed for a complete system.
2. This Package shall provide all necessary Hazardous Materials Abatement as noted in the YES Environmental, Inc. Summary Plan.

B. General Trade (Bid Package #FES-02) will provide:

1. Temporary Perimeter Fencing & Gates.
2. SWPPP/Erosion Control, Sandbags at Site Perimeter, Stabilized Construction Entrance, Trackout Control, and Maintenance (Pre-Rain/Rain/Post-Rain).
3. (4) Portable Toilets/ (2) 2-Station Hand Wash Sinks (1x Weekly Service)
4. (1) 40-Yard Waste Container for Materials Debris (1x Weekly Service)
5. This package is responsible for any and all items that are to be salvaged and reinstalled or returned to the owner under its respective Spec. Sections.

C. Mechanical (Bid Package #FES-03) will provide:

1. This package is responsible for the coordination of ALL equipment utilizing Electrical and Low Voltage including but not limited to all Devices, Mechanical Equipment, Thermostats, VAVs, VFDs, Disconnects, Heat Pumps, HVAC Units, Diffusers, Smoke Dampers, Fire Smoke Dampers, Ventilators, etc. for Electrical & Low Voltage installation. All new Mechanical Components must be thoroughly coordinated to ensure all Electrical & Low Voltage/ Controls are installed in working condition.

D. Plumbing (Bid Package #FES-05) will provide:

1. This package is responsible for the coordination of ALL equipment utilizing Electrical and Low Voltage including but not limited to all Devices, Plumbing Equipment, Water Heaters, for Electrical & Low Voltage installation. All new Plumbing Components must be thoroughly coordinated to ensure all Electrical & Low Voltage/ Controls are installed in working condition.

❖ **ALLOWANCE(S):**

▪ **Allowance #01 – Unforeseen Conditions**

Include the sum of **\$50,000.00** in your Contract Amount for the following: Unforeseen discoveries, unforeseen existing utilities investigation, necessary utility relocation, other unforeseen items not identified in the Contract Documents.

This Allowance is strictly to be used at the Owner's direction. Contractor to include a separate line item in their Schedule of Values. All Bonds, Insurance, Overhead & Profit are to be captured within the total bid amount. No additional markups are to be applied upon approval. All unused portions of this allowance amount shall be credited back to the owner in the form of a deductive change order at 100% of the remaining value. This allowance shall be included in the base bid.

END OF SECTION



FREMONT ELEMENTARY SCHOOL

CAMPUS HVAC SYSTEM UPGRADES

BID PACKAGE #FES-05

PLUMBING & SITE UTILITIES

SCOPE OF WORK



BID PACKAGE #FES-05
PLUMBING & SITE UTILITIES
SCOPE OF WORK

PRIME CONTRACTOR
*(Prime must possess a **Class C-36** License)*

Spec. Section	Description	Spec. Section	Description
Division 00	Procurement and Contracting	08-31-13	Access Doors
Division 01	General Requirements	*09-29-00	Gypsum Board Assemblies
*02-41-19	Selective Demolition	*09-30-00	Ceramic Tile
*Division 03	Concrete	*10-21-13	Toilet Compartments
*06-10-00	Rough Carpentry	*10-28-00	Toilet & Bath Accessories
*06-40-00	Interior Architectural Woodwork	22-00-00	Plumbing
*06-41-00	Solid Polymer Fabrications	*Division 23	Heating, Ventilating, & Air-Cond.
07-27-00	Firestopping	*Division 26	Electrical
07-92-00	Joint Sealants	*Division 32	Exterior Improvements

**As applicable to work within this Bid Package.*

ATTACHMENT(S): SUMMARY OF COMPREHENSIVE ASBESTOS INSPECTION FINDINGS (YES ENVIRONMENTAL, INC.; DATED JULY 2023) – FOR REFERENCE ONLY

General Comment: This document is provided to assist the Contractor with outlining the scope of work. It's the Contractor's responsibility to measure the site to obtain actual dimensions and assess existing conditions. It is the contractor's responsibility to review and fully understand the approved project drawings to provide a complete and successful project to the Owner. During the pre-bid jobwalk, it is expected that each potential Contractor measure, quantify, identify the existing conditions as the construction documents are not to scale. Drawings do not identify all site conditions. This Contractor is responsible for incorporating the work scope, drawings, specifications, and contract documents to provide a complete proposal. Contractor is responsible to visit the school site as noted in the Contract Documents and familiarize oneself with the Scope of Work in relation to the Drawings/Specs. Should clarification be necessary, this Contractor shall submit discrepancy or inquiry to the Construction Manager or Owner's Representative using the Pre-Bid Clarification form included in this package.

This is a Multiple Prime project. This Bid Package is responsible to coordinate their scope of work with all other Bid Packages. Each Contractor shall resolve conflicts with other Bid Package Contractors prior to commencing demolition. It is the responsibility of each Contractor to provide all necessary copies of approved submittals, shop drawings or other approved Contract

documents to all other Contractors that connect or interface with work performed under each Bid Package.

Prime Contractor General Duties & Responsibilities: The specific items listed herein are provided to assist the Contractor in understanding the General scope of work but is not intended to supersede any tasks required to perform work. The work will include, but not be limited to, the following:

- Provide all traffic control flagmen, equipment, barricades, trench plates, delineators, caution tape, etc. as necessary and pertaining to this scope of work. At no time shall school operating hours be impacted as a result of construction.
- Provide all labor, equipment, materials, etc. to perform this Bid Package in its entirety.
- No deliveries to take place during school hours to ensure safety.
- Abide by all district rules governing the safety and protection of District personnel, their consultants, students, teaching staff, administration staff. Prime Contractor is primarily responsible for the safety and protection measures administered for their own work.
- Any delivery is to be submitted to the CM Team for approval. All deliveries to include at minimum (1) flagmen to assist the driver and escort through campus as approved by the CM Team.
- Coordinate installation of any work with CM Team that crosses public paths of travel during the school year. The above-mentioned work must be complete after school hours or during the weekends to avoid path of travel disruptions. All paths of travel during construction must comply with ADA accessibility requirements at all times.
- Provide all hoisting, craning, erection, aids, etc. necessary for this Bid Package.
- Schedule of work for this bid package will be in accordance with District approved construction schedule. This will be a 2-Phase project to account for the temporary housing/ swing space. **Each phase is strictly subject to a 4-Month Duration (122 Calendar Days) or a Total of 244 Calendar Days for the Project Duration.** The bidding contractor is aware that the District has a tight timeline and any cost or time impacts as a result of not meeting this deadline will be at the sole responsibility of this Prime Contractor. It is understood that the District holds a not to exceed schedule timeline and other work is affected by this project's completion.
- Contractor understands that it is imperative that work be completed in accordance with the scope schedule or as the work becomes available to them, whichever comes first. The Contractor will try to better the scope schedule, when or if slack or float time becomes available during the course of construction. By doing so, the Contractor agrees this is beneficial to all parties concerned to get their work finished early and agrees to not hold the District responsible for any costs associated with working out of sequence or ahead of schedule, as long as critical work durations do not change. The Contractor agrees to pursue the work aggressively as directed by the CM. If at any time the Contractor falls behind schedule, they are to provide a Time Impact Analysis (TIA) within 5 Calendar Days to shorten the impact and expedite a fully staffed crew.
- Contractor shall be responsible for requesting all existing utilities within the area of work and coordinate with the respective Bid Packages for utility safe-off and disconnections as required to complete this Scope of Work.
- Should any existing utility lines be disrupted during this phase after the initial coordination meeting with the other Bid Packages, it will be the responsibility of this Contractor to make all repairs and restore system functionality, within the workday that it was disrupted, at no additional cost to the Owner. Should Contractor hire a utility locating service, a copy of all findings shall be made available to the CM Team/Owner.
- The Contractor shall include all mobilization charges and protection of "work-in-place" required. It is known that this project will be scheduled and completed in multiple phases and all mobilization shall capture the multiple phases to complete this project

accordingly. At no time shall the District be responsible for additional costs due to scheduling requirements to meet the logistics and swing space requirements.

- Furthermore, the sequencing of work may change and should be accommodated within the reasonable constraints of the Contract Documents. It is agreed that several areas may be under construction simultaneously and that multiple crews will be required.
- Contractor will provide only experienced, skillful craftsmen who will assure work of first-class quality and durability.
- This Package is responsible for performing ALL corrective work necessary to add, replace, or modify any defective or deficient work already installed and as directed by the CM, Architect, or Project Inspector.
- Inspect all site or building conditions prior to work commencing and after completion of work to document any existing damage. Any damage caused by the activities of this Bid Package shall be repaired by this Bid Package. If no documentation is provided by the Contractor, then the Contractor shall assume liability for ALL damages to the buildings and site. Contractor is to assume a 48-Hour Notice for ALL Inspection Requests.
- Contractor MUST refer to all "General Notes" and "Special Notes" listed in the drawings to ensure all items listed in those referenced notes are part of the "Scope of Work".
- Contractor MUST call "Dig Alert" prior to the Demolition Phase.
- This contractor is solely responsible for the supplying and recycling of dumpsters for this bid package.
- All work shall be performed in a manner that keeps the entire project site safely accessible to District personnel and the District's consultants, emergency personnel, students, and all contractors performing work on or around the project site.
- Contractor shall provide the onsite supervisor prior to start of onsite work with a cellular phone to facilitate communications with the Construction Manager or Owner's Representative and other Prime Contractors. Supervisor's phone number(s) are to be provided to the Construction Manager or Owner's Representative for distribution to all Prime Contractors. The Prime Contractor shall provide a dedicated fore-person or superintendent that shall communicate on a daily basis with the Construction Manager or Owner's Representative.
- Provide temporary task lighting as required to facilitate the work of this Bid Package in a timely manner and in accordance with the construction schedule. Provide sufficient task lighting to facilitate work of good quality and in accordance with the latest CALOSHA Safety Orders.
- All Packages are fully responsible for their own site security and locking mechanisms to prevent vandalism and/or theft. If jobsite equipment/materials are stolen as a result of lack of security implementation, the Contractor is fully responsible to expedite the materials for delivery and installation at no expense to the District.
- Arrange and coordinate all inspection requests in writing to the Inspectors of Record and copy the Construction Manager for all inspections including third party inspections. Provide all hoisting, lifts, access, etc. for the Project Inspector to review quality of work. Failure to provide access may result in an un-inspectable area.
- Follow the timeline and duration reflected in the Preliminary Construction Schedule enclosed in the proposal documents. All the work shall be commenced and completed in accordance with the start and finish dates as listed in the proposal documents. The Prime Contractor is responsible for any overtime payments associated to the schedule and shall consider the cost as part of the proposal. Additional costs or changes to the proposed amount due to afterhours or Saturday work will not be accepted.
- It is understood that the scope of this work may not be completed in a continual process. This Prime Contractor shall include in the price of their proposal all mobilization charges required in accordance with the attached schedule. Further, once all Prime Contractors are selected, the sequencing of work may change and should be accommodated within reasonable constraints of the Contract Documents. It is agreed that multiple crews may be required. The Prime Contractor shall include in the price of their proposal all overtime

and weekend and/or acceleration required to complete the work in accordance to the attached schedule and the final completion date.

- If there is a conflict with any of the Contract Documents, notify the Construction Manager or Owner's Representative during the proposal process utilizing a Pre-Proposal RFI. If no clarification is issued or the Construction Manager or Owner's Representative is not notified, you are to propose the most stringent of the conflict, discrepancy, or ambiguity.
- Prime Contractor is responsible for all engineering, surveying and layout for the scope of this package, if any.
- Provide coordination with other Prime Contractors, Construction Manager or Owner's Representative, and public agencies, if required.
- Include in this package storage of all materials in a weather-tight container with multiple moves as needed for the project schedule to continue. The district will not pay storage fees or material cost escalation fees so this package must make all necessary accommodations to ensure all material is safe and free of damage or will need to be replaced due to the ongoing supply chain issues.
- Contractor is required to follow the NOAA pre-rain, rain, and post-rain event checklists to ensure no cost or schedule impacts are experienced due to inclement weather. Contractor is solely responsible for protecting new work and adjacent surfaces from any weather events entering the construction site. All post-weather work not suitable for the Inspector will be the responsibility of the Contractor to correct at no cost to the Owner as a result of lack of protection. **The Contractor is to account for a minimum of 22 Inclement Weather Calendar Days.**
- Contractor to reference the DSA-103 and ensure all specific special testing & inspection efforts are captured.
- Supply power cords, adapters, "spider boxes", etc. as necessary to complete the work of this package in a timely manner and in accordance with the construction schedule. 110V Power will be supplied at no cost to the Contractor, however, Contractor is responsible means of getting power cords to their site locations. Contractor to supply and provide any 3-phase power required for their Contractors and meter accordingly.
- This contractor shall supply, on a **daily** basis, daily reports to include a summary of all Contractors and its own forces. All daily reports will need to be submitted on District required software. Submission of daily reports is a condition of progress payment.
- All window, wall, roof, door, etc. openings must be sealed at the end of every day and are the responsibility of this Contractor.
- All workers must sign in **daily**. First and last name is required. This is a labor compliant need and is a condition of receiving progress payments.
- As-built needs to be updated **daily**. Updated as-built are a condition of progress payment.
- This Contractor shall conduct WEEKLY safety meetings with its own forces certify to the owner that the meetings have been held as a condition of progress payment.
- In addition to any other warranties set out elsewhere in this Agreement, this Contractor warrants that work performed under this Agreement conforms to this Agreement's requirements and is free of any defect of equipment, material or design furnished, or workmanship performed by this Contractor or any of his Contractors or suppliers at any tier. Such warranty shall continue for a period of 90 days from the date of final acceptance of the work but with respect to any part of the work which the District takes possession. Under this warranty, the Contractor shall remedy at their own expense any such failure to conform or any such defect. Construction Manager shall notify the Contractor in writing within a reasonable time after the discovery of any failure, defect, or damage. Should the Contractor fail to remedy any failure, defect or damage described above within a reasonable amount of time after receipt of notice thereof, Construction Manager shall have the right to replace, repair, or otherwise remedy such failure, defect, or damage at this Contractor's expense. In addition to the other rights and remedies provided by this clause, all Contractors', manufacturers', and suppliers' warranties

expressed or implied, respecting any work materials shall, at the direction of the Construction Manager, be enforced by the Contractor for the benefit of the District.

- This package shall turnover any, parts, manuals from manufacturer's shipping package.
- Unless otherwise noted, the construction start and end times are from 7am-5pm and are to abide by the local Noise Ordinances and Jurisdictions.
- It assumed that any work that is behind schedule as a result of this bid package is the responsibility for additional work shifts and weekend shifts to bring the schedule back to the provided timelines at no additional cost to the Owner.
- This Contractor is This Prime Contractor to perform all Pre/Rain Event Action plans to ensure a water-tight job site. Perform all dewatering and restoration of unsuitable surface conditions, etc. for work specified under this Package as a result of weather while on site in your work area. Any additional cost for move-ins, adjustments, monitoring, etc. is included.
- Acquire and pay for all necessary meters, permits, fees, service charges, etc. required for water needed for dust control. Provide and pay all necessary fees for a temporary water meter at the existing fire hydrant for grading activities use only.
- Contractors to review and understand that all items pertaining to Potential Change Orders, Proposed Change Orders, Field Directives, Proposal Requests, Immediate Change Directives, Changes & Extra Work, etc. such as identified in the Contract Documents are to comply with the following:
 - Provide and Receive CM Approval on the DIR Labor Rate Classifications and Hourly Rates prior to the Start of Construction for all personnel on the job.
 - Equipment Rates as established by the Cal Trans – Labor Surcharge & Equipment Rental Rates (2023) as provided as part of this contract.
 - Any incidentals shall not exceed \$500 per change. This shall capture any estimation fees, tools, trucks, fuel, delivery, shop drawings, submittals, reviews, etc.
 - Bonds & Insurance combined shall not exceed 2% of the total change amount.
 - General Prevailing Wage Determinations made by the Director of Industrial Relations are to be followed for all Labor Classifications. The Basic Hourly Rate shall not exceed \$25.00/ Hour as part of the additional burdened wage rate.
 - **Example:** Carpenter Determination – SC-23-31-2-2022-2
 - Basic Hourly Rate @ \$47.24
 - Health & Welfare, Pension, Vacation & Holiday, Training, Other @ \$ 25.00/ Hour
 - Total Allowable Hourly Rate @ \$72.24/ Hour
- All Bid Packages are responsible for attending and coordinating in a Weekly Trade Meeting to outline the schedule, milestones, and upcoming work for proper coordination.
- **Contractor shall review and understand the School Hours and Academic Calendars for the respective campus.**
- **Provide a site logistics plan outlining temporary construction fencing, temporary restrooms, temporary facilities, pathways, construction signage, haul route, access, etc. as a Submittal for District review prior to starting construction that clearly identifies all school sites to delineate the construction work from the campuses.**

❖ **Plumbing (Trade Specific) Scope of Work:**

- This Bid Package shall be responsible for all Plumbing components not specified within this scope of work yet reflected in the Contract Documents. Any questions regarding scope of work are to be addressed as part of the Pre-Bid Clarification period to be answered prior to Bid.
- Contractor shall review and familiarize itself with the Construction Logistics Plan.
- Contractor to coordinate and participate in the Pre-Demolition Conference with the Demolition Bid Package to review all new installation work with Construction Manager,

Inspector of Record, Owner, and all Bid Packages to ensure demolition efforts are met for new work to be installed by this Bid Package.

- Any work affecting public paths of travel during the school year must be done after school hours or on Saturday to avoid path of travel disruptions.
- Contractor shall repair or replace any existing or new construction that is damaged from water intrusion due to failure of required weather protection at contractor's expense.
- At the end of each working day and at completion of work, all Contractors are to remove all materials, supplies and debris as generated by their scope of work. Leave each area in a clean and acceptable condition. Failure to do so will result in the Construction Manager directing failed clean-up efforts with a 48-hour minimum correction by the Contractor and will backcharge this Prime Contractor all costs associated with the clean-up at no charge to the District.
- Contractor to provide all permits required for this package at no cost to the District.
- Prime Contractor may remove site obstructions not identified for removal such as CLF, CLF gates, posts, ramps, etc. at their discretion to facilitate this scope of work, however, should the Prime Contractor elect to remove such items, all items must be replaced including all equipment with new poles (retain existing pole brackets, attachments, equipment, etc.) new concrete foundations, and restore to existing condition and Inspector approval sign-off.
- Provide all street sweeping necessary to maintain dirt free right of ways. Tracking of any dirt, demolished material, base material, A/C or any other earthen material on to city streets must be cleaned up immediately. Comply with the governing authority's rules and regulations to prevent any contamination of the storm water system.
- Prime Contractor is responsible for protecting all adjacent surfaces and improvements from damage caused in the performance of this work. Prime Contractor shall be responsible for all costs associated with the replacement, repair or restoration to equal or better condition, of any damaged building or site improvements caused in the performance of this work.
- This Contractor is responsible for removing and re-grading/dressing the affected landscaped areas with new turf and/or hydroseed per District standards as a result of laydown of materials and or access during construction. Contractor to return all existing conditions and replace in-kind any damage of work outside of the construction limits. This Contractor is to coordinate the Landscape & Irrigation new work with the District's grounds/ maintenance crew to ensure all irrigation lines reflected to be removed are reconnected from the main irrigation timer/ controller to prevent any campus interruptions.
- Prime Contractor will walk the site with the Construction Manager or Owner's Representative to establish existing conditions (i.e. damaged curbs, raveling, etc.) prior to commencing work. Prior to commencing work all existing damage shall be photographed, logged and given to the Construction Manager or Owner's Representative. Prime Contractor will remedy any damage resulting from Prime Contractor's work.
- Include preparation/submission of all paperwork (haul route maps, applications, etc.) as required by the local municipality. If required, include street cleaning and erosion control measures.
- Prime Contractor is fully responsible for complying with the requirements of Construction and Demolition Waste Management spec. section. Provide and implement a construction and demolition plan in accordance with the requirements of the construction documents including collection and separation up to 75% of all waste generated by Prime Contractor's work.
- The cut and removal of all surface, floor, or site mounted items must be grinded flush or removed below finish grade for future patch back efforts as to prevent any items protruding the finish surface.

- It is the responsibility of this Bid Package to coordinate with the District and their list of purchased Owner Furnished-Contractor Installed (OFCI) components. This list is inclusive of Mechanical Units and Vibration Isolation Curbs. It is the responsibility of this Bid Package to ensure that all materials, labor, and equipment is captured in their bid to for ensuring all components are installed at the required locations and necessary coordination efforts are made with all Bid Packages such as drainage and condensate lines.
- This Contractor is responsible for coordinating with the Demolition Bid Package to review all items noted to be removed and re-installed. This Contractor shall provide all necessary inventory, equipment to relocate, palletize, secure in a weathertight container, and notify the District of placement locations for confirmation.
- This Package to coordinate the demolition and new work extents of all Restroom Modernizations with the applicable Bid Packages to ensure all new lavatories, sinks, carriers, drains, drain covers, etc. are adequately covered as outlined in the Construction Documents. Include the removal and replacement (in-kind) of all existing restroom floor drain top grates in the restrooms as reflected in the Contract Documents.
- This package is responsible for any hot-tap connections in conjunction with this Bid Package.
- Prime Contractor to verify the exact location and finish height of each floor and drain/sink in the interior rooms and exterior areas of the building before installation. Each drain shall be fully compatible and appropriate with the waterproofing systems and thickness of the composite floor materials. The location of the drains shall be properly placed, both symmetrically and as required to avoid conflict with all other building components, i.e. toilet partitions, supports, cabinetry, equipment etc. Coordinate all drains with the #FES-06 – Floor Coverings Bid Package to ensure adequate drainage at the time of flooring installation.
- This package shall coordinate and provide layout to the #FES-06 – Floor Coverings Bid Package for all Restroom Upgrade work pertaining to the Plumbing package. All new finishes shall be thoroughly coordinated for proper elevations, heights, drainage, etc.
- Prime Contractor must protect all plumbing rough-ins, floor drains and sinks prior to concrete placement and must be present during the concrete placement to observe and repair items as required.
- Where pipe sizes are not indicated and size is not apparent, request clarification from the Plumbing Engineer prior to proceeding. Include in the contact amount, pipe sized per similar piping and per applicable code requirements.
- Provide drinking fountains and all associated appurtenances including final connection to site water, sewer, drywells for fountains.
- This package is fully responsible for all components required complete Drywell systems as indicated in the Contract Documents.
- Provide all waste line clean-outs as required by code, the contract documents and as required to provide proper access to all points of the system. This Bid Package is responsible for providing their Builder's Risk Insurance Policy for the project duration.
- Contractor will protect all finish surfaces per Contract Documents & Finish Schedules. All costs associated with any repair of finish surfaces related to damage, staining, scuffing, spills, etc. caused by this Contractor shall be the sole responsibility of this Contractor.
- This package is responsible to provide and install all underground utility work outlined per the Contract Documents including but not limited to: trenching, excavation, soils bottom compaction, utility installations, backfill, shading, and subgrade preparation. This Package shall coordinate the new Finish Grade Surface with Bid Package #FES-02 – General Trade who will install the required concrete or asphalt finish surface.
- Furnish and install all fire stop material at all penetrations through rated walls, ceilings and slabs required by the work to meet code requirements. Include sealants, caulking, backer rods, fire, and smoke seals, etc.

- Provide caulking and sealants between work in this contract and dissimilar finishes including, but not limited to, drywall, plaster, trim/accessories, decking, flooring, etc.
- This package is responsible for any and all items that are to be salvaged and reinstalled or returned to the owner under its respective Spec. Sections.
- Include in this package storage of all materials in a weather-tight container with multiple moves as needed for the project schedule to continue. The district will not pay storage fees so this package must make all necessary accommodations to ensure all material is safe and free of damage or will need to be replaced at no additional charge.
- Provide and supply all extension cords or temporary power components to the Bid Package #FES-04 - Electrical & Low Voltage Bid Package provided Local Spider Boxes.
- Provide all temporary water required to complete the work of this Bid Package.
- This Package shall be responsible for holding Pre-Work Conference Meetings with all Bid Packages to coordinate the new work to be installed. For example, a Pre-Roofing Conference shall be held for the Roofing Installation with the MEP Bid Packages to ensure all proper sleeves and boots are installed as required.
- This Contractor shall designate a foreman or supervisor for this Project to coordinate with all work forces, material deliveries and Contractors of this Prime Contractor. The foreman or supervisor must be fluent in the English language.
- Provide and install any and all necessary temporary fall protection including rails, cables etc. per CalOSHA requirements. Remove at completion of this bid package.
- Provide all Submittals/RFIs/Shop Drawings/Cutsheets for this package and provide to all Bid Packages as needed for coordination of a complete system.
- Any expedited cost or storage cost to have project materials available in conjunction with construction will be part of this Contractor's responsibility and all delivery cost associated with materials.
- Prime Contractor is responsible to clean up and remove from site all waste generated by this work scope. Include proper waste disposal containers for disposal.
- Prime Contractor may be required to perform "out of sequence" work to satisfy phasing and school operations with multiple crews at the direction of the CM.
- Protect existing utilities during the course of construction for this scope of work. Prime Contractor is responsible to locate all underground utilities and expose by hand operations to assure no damage is incurred.
- Prime Contractor is fully responsible to comply with the requirements of Construction and Demolition Waste Management spec. section.
- Coordinate all required rough-carpentry and/or backing for Roof/Walls with all Bid Packages to properly install all Mechanical Components as reflected in the Contract Documents.
- Contractor to install items plumb and level, accurately fitted from distortion of defects.
- Contractor to obtain approval prior to site cutting or making adjustments not scheduled.
- This package is responsible for ALL fireproofing penetrations at the walls and/or ceiling spaces as required to maintain the building's fire rating per code and DSA requirements.
- Provide smokestopping, firestopping, fire barrier sealant, metal fillers, etc. as required by the Contract Documents and by code requirements.
- This Package is responsible for providing and installing all seismic bracing, hangers, anchors, splay wires, trapeze systems, coordination, layout, shot pins, testing, etc. for all new Plumbing components.
- This Package shall provide and install ALL joint sealants as specified in their new work.
- Coordinate all dimensions, layout, openings, cutsheets, requirements, etc. for wall openings framing for the new Plumbing components with the #FES-02 – General Trade Bid Package.
- This package to coordinate all new drywall work for any needed cutouts and edge metals/ trim with the #FES-02 General Trade Bid Package to ensure a complete Plumbing system is coordinated.

- It is the responsibility of this package to field verify exact ceiling space available for routing of new work prior to start of work as well as confirming adequate roof framing for any supports as required.
- This contractor to coordinate, provide, and install all rough hardware, bent or otherwise custom fabricated bolts, hold down bolts, hangers, and other miscellaneous steel and/or iron shapes, or any other fasteners that is required.
- Provide all layouts and coordination for Rough Carpentry, Blocking, and Backing to the #FES-02 General Trade Bid Package prior to closing up walls.
- Abandon in Place and Utility Safe-Off all Plumbing items a minimum of 12" below grade prior to the #FES-01 – Demolition & Abatement Bid Package begins demolition.
- Provide all necessary Cutting and Capping of ALL Plumbing items at the Chiller Yard as necessary for the #FES-01 – Demolition & Abatement Bid Package to remove all components.
- This package is to provide and hand deliver all access panels in framed walls and ceilings to the #FES-02 General Trade Bid Package for installation.
- Anchors to be drilled and installed or shot pins for the stud walls shall be the responsibility of this Bid Package.
- This package is responsible for accurately decommissioning all existing Mechanical equipment of their Plumbing components in the classrooms such as the ventilators. This contractor to walk and account for this work as part of the pre-bid jobwalk and in their bid amount.
- Responsible for Engineering, Surveying and layout for the scope of this work. Prime Contractor shall provide surveying and determine existing grades/elevations in order to document existing paving areas and ensure proper drainage. Prime Contractor to provide, in writing, the existing grades and elevations of the site to the Construction Manager or Owner's Representative prior to commencing work. Prime Contractor shall ensure that the new site surfaces flow and drain properly even though existing pavement may not have sufficient drainage and may cause ponding in some areas. Any discrepancies must be brought to the Construction Manager or Owner's Representative's attention prior to the commencement of work.
- This Package is responsible for providing and installing all applicable new Plumbing devices, equipment, and components, etc. as reflected in the Contract Documents. Coordinate this work with #FES-04 – Electrical & Low Voltage to ensure all new devices and equipment requiring power and controls are accurately accounted for to establish a complete Plumbing system.
- This package shall coordinate/layout and install all drain lines and condensate lines for the new Mechanical System in coordination with all other trades.
- Plumbing Contractor shall field verify the locations of all existing utility pipes prior to start of work. Necessary adjustments to the plumbing layout shall be done at no extra cost.
- All plumbing work shall be coordinated with the work of other trades prior to start of work. Necessary adjustments shall be made at no extra cost.
- Plumber to provide Dielectric fittings for dissimilar metals in contact.
- Plumber to provide hangers and supports for piping in accordance with the Contract Documents.
- Plumber to provide valves at the following locations but not limited to: Water main shut off in valve box, Valve with hose connection on down downstream side of the Main shut of valve, Shut off valve on each supply to each fixture and equipment item not provided with control stop or other auxiliary shut off valve.
- Plumber to provide sleeves for all pipe tubing passing through floors, roofs, and walls. Pack caulk into space around pipe or tubing provide flashing for all pipes extending through roof.
- All vent terminations at the roof shall be at least 10 feet away from outside air intakes, operable windows, and building openings.

- Fill cracks between fixtures, walls, floor, with silicone rubber sealant for a water-tight system.
- Locate, size, and install all water hammer arresters in accordance with plumbing and drainage institute standard.
- Prime Contractor to provide complete soil, waste & vent building plumbing system including but not limited to all piping, fittings, fixtures and equipment, access doors, joint sealants, clean outs & boxes, floor and foundation drains, floor sinks & covers, sleeves, hangers, supports, markers, vent flashings, cleaning, testing, earthwork, trenching, backfilling, compaction, thrust blocks and concrete, slurry, anchors, encasements, terminations, final connections to fixtures and equipment, final connection to Site Sewer Utilities, etc. and as required to make a complete and operating system in accordance with all applicable codes, specifications and Contract Documents.
- Prime Contractor to provide complete on-site sanitary sewer system including all layout, piping, fittings, couplings, manhole assemblies, Torrent Maxwell Drainage System, concrete, clean outs, trenching, bedding, backfill, slurry, compaction, final connections to off-site utilities, testing, cleaning, mandrill, air testing, terminations, etc. This bid package will also be responsible for installing the building-under slab sewer/waste/vent systems as shown on Contract Documents so final connection from site underground sewer to building sewer plumbing lines must be coordinated within this bid package.
- Prime Contractor to provide complete hot and cold water building plumbing systems including but not limited to all piping, fittings, couplings, stops, valves and valve boxes, protective wraps, insulation, hose bibbs, fixtures, equipment and trims, hot water heater equipment and tank, circulating pumps, misc. supplies, air chambers, temperature and pressure relief valves, gas pressure reducing valves, floor/ceiling and wall plates, access doors, joint sealants, sleeves, hangers, supports, markers, cleaning, testing, final connections to fixtures and equipment, final connection to Site Water Utilities, etc. and as required to make a complete and operating system in accordance with all applicable codes, specifications and Contract Documents.
- Prime Contractor to provide complete Natural Gas Building Plumbing System including but not limited to all piping, fittings, fixtures and equipment, access doors, joint sealants, sleeves, hangers, supports, markers, cleaning, testing, terminations, final connections to fixtures and equipment, final connection to site gas supply piping including gas pressure regulator assembly, etc. and as required to make a complete and operating system in accordance with all applicable codes, specifications and Contract Documents.
- Prime Contractor to provide complete underground On-Site Domestic Water Systems including all layout, piping, fitting, couplings, in-building risers, valves, yard boxes, drains, misc. assemblies, testing, cleaning, earthwork, bedding, trenching, compaction, concrete and thrust blocks, slurry, anchors, encasements, tap connections, terminations, final connections to Off-Site Utilities, Disinfection and Bacterial Testing in compliance with L.A. County Health Department, L.A. Waterworks Department., etc. This Prime Contractor is responsible for final connection of the existing domestic water.
- Prime Contractor to provide complete Equipment, Fixtures and Finish Plumbing Systems including but not limited to all piping, fittings, joint sealants, sleeves, hangers, supports, markers, flashing, cleaning, testing, final connections, etc. and as required to make a complete and operating system in accordance with all applicable codes, specifications and Contract Documents.
- Contractor shall notify all local utility companies including but not limited to the Local Water/ Electricity/ Gas/ Telephone Companies as required for the new extents of all Plumbing work. All excavation work shall be approved by all utility companies to assure prevention of interruption of existing services prior to start of work.
- Prime Contractor to provide and install all vents including but not limited to fabrication, joint sealant, hangers, supports, connectors, screws, fasteners, mastic, adhesives, fixed metal wall louvers, etc.

- This package shall coordinate all structural framing needed for the new rooftop units with the #FES-02 – General Trade Package.
- This package is responsible for the start-up, testing, and commissioning of the new Plumbing System as required per the Contract Documents.
- Properly coordinate the locations and dimensional requirements of all work items (i.e. piping penetrations, sweeps, fire rated taping or drywall, equipment, etc.) with all other Prime Contractors so that conflicts and incorrect locations are avoided. Prime Contractor is responsible to verify/coordinate the correctness of all locations, dimensions, size of equipment/fixtures/piping/ ductwork, etc., with all other trades and building components.
- Provide all factory finishes, paint and prime coats for HVAC work as specified.
- Locate and coordinate for all line (power) voltage requirements and disconnects to ensure proper placement for all conduit with the #FES-04 – Electrical & Low Voltage Bid Package.
- Perform exploratory investigation (minor demolition, pot-holing, or other non-destructive means) to locate exact position of existing point of connection and connect new systems accordingly. Provide all connections to the existing utility lines. Include all costs associated with locating and uncovering existing lines for system tie-ins as shows on the drawings.
- Safe-off and cap all water, sewer, storm drain, and gas lines to make area safe prior to general demolition. Provide protection for all fixtures and lines that remain for Re-use and Re-route.
- Furnish and install protective insulation/covering over all exposed fixture piping, valves and under fixtures as required by the contract documents and applicable codes.
- Prime Contractor to “snake” clear all building drain and sewer lines immediately preceding owner occupancy.
- Locate, coordinate, provide, and install all roof work for gas lines, condensate lines, and secondary drains/pans, penetrations, patchbacks to ensure proper placement for the #FES-03 – Mechanical Bid Package.
- Prime Contractor to provide final cleaning of all new work.
- Prime Contractor to furnish and install all specified labeling, stenciling, tagging identification of equipment and all systems installed in this bid package.
- Provide refrigerant piping including below slabs and crawl spaces as required.
- Do not close, shut off, or disrupt existing utility branches or take-offs that are in use without at least 3 days prior written notification to District.
- Remove exposed piping, valves, meters, equipment, supports, and foundations of disconnected and abandoned utilities.

❖ **Work Performed by Others (Bid Package Specific-Reference the Above):**

A. Demolition & Abatement (Bid Package #FES-01) will provide:

1. This Package shall provide all selective demolition efforts as noted in the Contract Documents. It is the responsibility of all Bid Packages to accurately coordinate all new work with the Demolition Bid Package to ensure all items are demolished and removed for a complete system.
2. This Package shall provide all necessary Hazardous Materials Abatement as noted in the YES Environmental, Inc. Summary Plan.

B. General Trade (Bid Package #FES-02) will provide:

1. Temporary Perimeter Fencing & Gates
2. SWPPP/Erosion Control, Sandbags at Site Perimeter, Stabilized Construction Entrance, Trackout Control, and Maintenance (Pre-Rain/Rain/Post-Rain).
3. (4) Portable Toilets/ (2) 2-Station Hand Wash Sinks (1x Weekly Service)
4. (1) 40-Yard Waste Container for Materials Debris (1x Weekly Service)

5. This package is responsible for any and all items that are to be salvaged and reinstalled or returned to the owner under its respective Spec. Sections.

C. Mechanical (Bid Package #FES-03) will provide:

1. This package is responsible for the coordination of ALL equipment utilizing Plumbing components including but not limited to all Mechanical Equipment, HVAC Units, condensate lines, drip pans/secondary pans, drain lines, etc. All new Mechanical Components must be thoroughly coordinated to ensure all Plumbing items are installed in working condition.

D. Electrical & Low Voltage (Bid Package #FES-04) will provide:

1. This package is responsible for the utility safe-off of ALL equipment utilizing electrical power and low voltage including but not limited to disconnecting of all electrical devices/fixtures, mechanical equipment/devices, plumbing equipment/devices, etc. prior to demolition.
2. The #FES-04 – Electrical & Low Voltage Bid Package shall install all conduits, sleeves, pull wire, wire, cable, controls, EMS/BMS tie-ins, connections, etc. in coordination with this Bid Package.
3. Main Temporary Power Feed and Local Spider Boxes will be supplied by this package as directed by the Construction Manager. All Bid Packages are responsible for supplying and providing their own extensions cords to pull power to and from the Spider Boxes.

❖ **ALLOWANCE(S):**

▪ **Allowance #01 – Unforeseen Conditions**

Include the sum of **\$25,000.00** in your Contract Amount for the following: Unforeseen discoveries, unforeseen existing utilities investigation, necessary utility relocation, other unforeseen items not identified in the Contract Documents.

This Allowance is strictly to be used at the Owner's direction. Contractor to include a separate line item in their Schedule of Values. All Bonds, Insurance, Overhead & Profit are to be captured within the total bid amount. No additional markups are to be applied upon approval. All unused portions of this allowance amount shall be credited back to the owner in the form of a deductive change order at 100% of the remaining value. This allowance shall be included in the base bid.

END OF SECTION



**FREMONT ELEMENTARY SCHOOL
CAMPUS HVAC SYSTEM UPGRADES**

**BID PACKAGE #FES-06
FLOOR COVERINGS**

SCOPE OF WORK



BID PACKAGE #FES-06
FLOOR COVERINGS
SCOPE OF WORK

PRIME CONTRACTOR
*(Prime must possess a **Class C-15 & C-54** License)*

Spec. Section	Description	Spec. Section	Description
Division 00	Procurement and Contracting	09-65-13	Resilient Wall Base & Accessor.
Division 01	General Requirements	09-68-13	Carpet Tile
*02-41-19	Selective Demolition	*09-77-23	Vinyl Covered Tack Board
*Division 03	Concrete	*10-21-13	Toilet Compartments
07-92-00	Joint Sealants	*10-28-00	Toilet & Bath Accessories
*08-31-13	Access Doors	*Division 22	Plumbing
09-30-00	Ceramic Tile	*Division 26	Electrical

**As applicable to work within this Bid Package.*

ATTACHMENT(S): SUMMARY OF COMPREHENSIVE ASBESTOS INSPECTION FINDINGS (YES ENVIRONMENTAL, INC.; DATED JULY 2023) – FOR REFERENCE ONLY

General Comment: This document is provided to assist the Contractor with outlining the scope of work. It's the Contractor's responsibility to measure the site to obtain actual dimensions and assess existing conditions. It is the contractor's responsibility to review and fully understand the approved project drawings to provide a complete and successful project to the Owner. During the pre-bid jobwalk, it is expected that each potential Contractor measure, quantify, identify the existing conditions as the construction documents are not to scale. Drawings do not identify all site conditions. This Contractor is responsible for incorporating the work scope, drawings, specifications, and contract documents to provide a complete proposal. Contractor is responsible to visit the school site as noted in the Contract Documents and familiarize oneself with the Scope of Work in relation to the Drawings/Specs. Should clarification be necessary, this Contractor shall submit discrepancy or inquiry to the Construction Manager or Owner's Representative using the Pre-Bid Clarification form included in this package.

This is a Multiple Prime project. This Bid Package is responsible to coordinate their scope of work with all other Bid Packages. Each Contractor shall resolve conflicts with other Bid Package Contractors prior to commencing demolition. It is the responsibility of each Contractor to provide all necessary copies of approved submittals, shop drawings or other approved Contract documents to all other Contractors that connect or interface with work performed under each Bid Package.

Prime Contractor General Duties & Responsibilities: The specific items listed herein are provided to assist the Contractor in understanding the General scope of work but is not intended to supersede any tasks required to perform work. The work will include, but not be limited to, the following:

- Provide all traffic control flagmen, equipment, barricades, trench plates, delineators, caution tape, etc. as necessary and pertaining to this scope of work. At no time shall school operating hours be impacted as a result of construction.
- Provide all labor, equipment, materials, etc. to perform this Bid Package in its entirety.
- No deliveries to take place during school hours to ensure safety.
- Abide by all district rules governing the safety and protection of District personnel, their consultants, students, teaching staff, administration staff. Prime Contractor is primarily responsible for the safety and protection measures administered for their own work.
- Any delivery is to be submitted to the CM Team for approval. All deliveries to include at minimum (1) flagmen to assist the driver and escort through campus as approved by the CM Team.
- Coordinate installation of any work with CM Team that crosses public paths of travel during the school year. The above-mentioned work must be complete after school hours or during the weekends to avoid path of travel disruptions. All paths of travel during construction must comply with ADA accessibility requirements at all times.
- Provide all hoisting, craning, erection, aids, etc. necessary for this Bid Package.
- Schedule of work for this bid package will be in accordance with District approved construction schedule. This will be a 2-Phase project to account for the temporary housing/ swing space. **Each phase is strictly subject to a 4-Month Duration (122 Calendar Days) or a Total of 244 Calendar Days for the Project Duration.** The bidding contractor is aware that the District has a tight timeline and any cost or time impacts as a result of not meeting this deadline will be at the sole responsibility of this Prime Contractor. It is understood that the District holds a not to exceed schedule timeline and other work is affected by this project's completion.
- Contractor understands that it is imperative that work be completed in accordance with the scope schedule or as the work becomes available to them, whichever comes first. The Contractor will try to better the scope schedule, when or if slack or float time becomes available during the course of construction. By doing so, the Contractor agrees this is beneficial to all parties concerned to get their work finished early and agrees to not hold the District responsible for any costs associated with working out of sequence or ahead of schedule, as long as critical work durations do not change. The Contractor agrees to pursue the work aggressively as directed by the CM. If at any time the Contractor falls behind schedule, they are to provide a Time Impact Analysis (TIA) within 5 Calendar Days to shorten the impact and expedite a fully staffed crew.
- Contractor shall be responsible for requesting all existing utilities within the area of work and coordinate with the respective Bid Packages for utility safe-off and disconnections as required to complete this Scope of Work.
- Should any existing utility lines be disrupted during this phase after the initial coordination meeting with the other Bid Packages, it will be the responsibility of this Contractor to make all repairs and restore system functionality, within the workday that it was disrupted, at no additional cost to the Owner. Should Contractor hire a utility locating service, a copy of all findings shall be made available to the CM Team/Owner.
- The Contractor shall include all mobilization charges and protection of "work-in-place" required. It is known that this project will be scheduled and completed in multiple phases and all mobilization shall capture the multiple phases to complete this project accordingly. At no time shall the District be responsible for additional costs due to scheduling requirements to meet the logistics and swing space requirements.

- Furthermore, the sequencing of work may change and should be accommodated within the reasonable constraints of the Contract Documents. It is agreed that several areas may be under construction simultaneously and that multiple crews will be required.
- Contractor will provide only experienced, skillful craftsmen who will assure work of first-class quality and durability.
- This Package is responsible for performing ALL corrective work necessary to add, replace, or modify any defective or deficient work already installed and as directed by the CM, Architect, or Project Inspector.
- Inspect all site or building conditions prior to work commencing and after completion of work to document any existing damage. Any damage caused by the activities of this Bid Package shall be repaired by this Bid Package. If no documentation is provided by the Contractor, then the Contractor shall assume liability for ALL damages to the buildings and site. Contractor is to assume a 48-Hour Notice for ALL Inspection Requests.
- Contractor MUST refer to all "General Notes" and "Special Notes" listed in the drawings to ensure all items listed in those referenced notes are part of the "Scope of Work".
- Contractor MUST call "Dig Alert" prior to the Demolition Phase.
- This contractor is solely responsible for the supplying and recycling of dumpsters for this bid package.
- All work shall be performed in a manner that keeps the entire project site safely accessible to District personnel and the District's consultants, emergency personnel, students, and all contractors performing work on or around the project site.
- Contractor shall provide the onsite supervisor prior to start of onsite work with a cellular phone to facilitate communications with the Construction Manager or Owner's Representative and other Prime Contractors. Supervisor's phone number(s) are to be provided to the Construction Manager or Owner's Representative for distribution to all Prime Contractors. The Prime Contractor shall provide a dedicated fore-person or superintendent that shall communicate on a daily basis with the Construction Manager or Owner's Representative.
- Provide temporary task lighting as required to facilitate the work of this Bid Package in a timely manner and in accordance with the construction schedule. Provide sufficient task lighting to facilitate work of good quality and in accordance with the latest CALOSHA Safety Orders.
- All Packages are fully responsible for their own site security and locking mechanisms to prevent vandalism and/or theft. If jobsite equipment/materials are stolen as a result of lack of security implementation, the Contractor is fully responsible to expedite the materials for delivery and installation at no expense to the District.
- Arrange and coordinate all inspection requests in writing to the Inspectors of Record and copy the Construction Manager for all inspections including third party inspections. Provide all hoisting, lifts, access, etc. for the Project Inspector to review quality of work. Failure to provide access may result in an un-inspectable area.
- Follow the timeline and duration reflected in the Preliminary Construction Schedule enclosed in the proposal documents. All the work shall be commenced and completed in accordance with the start and finish dates as listed in the proposal documents. The Prime Contractor is responsible for any overtime payments associated to the schedule and shall consider the cost as part of the proposal. Additional costs or changes to the proposed amount due to afterhours or Saturday work will not be accepted.
- It is understood that the scope of this work may not be completed in a continual process. This Prime Contractor shall include in the price of their proposal all mobilization charges required in accordance with the attached schedule. Further, once all Prime Contractors are selected, the sequencing of work may change and should be accommodated within reasonable constraints of the Contract Documents. It is agreed that multiple crews may be required. The Prime Contractor shall include in the price of their proposal all overtime and weekend and/or acceleration required to complete the work in accordance to the attached schedule and the final completion date.

- If there is a conflict with any of the Contract Documents, notify the Construction Manager or Owner's Representative during the proposal process utilizing a Pre-Proposal RFI. If no clarification is issued or the Construction Manager or Owner's Representative is not notified, you are to propose the most stringent of the conflict, discrepancy, or ambiguity.
- Prime Contractor is responsible for all engineering, surveying and layout for the scope of this package, if any.
- Provide coordination with other Prime Contractors, Construction Manager or Owner's Representative, and public agencies, if required.
- Include in this package storage of all materials in a weather-tight container with multiple moves as needed for the project schedule to continue. The district will not pay storage fees or material cost escalation fees so this package must make all necessary accommodations to ensure all material is safe and free of damage or will need to be replaced due to the ongoing supply chain issues.
- Contractor is required to follow the NOAA pre-rain, rain, and post-rain event checklists to ensure no cost or schedule impacts are experienced due to inclement weather. Contractor is solely responsible for protecting new work and adjacent surfaces from any weather events entering the construction site. All post-weather work not suitable for the Inspector will be the responsibility of the Contractor to correct at no cost to the Owner as a result of lack of protection. **The Contractor is to account for a minimum of 22 Inclement Weather Calendar Days.**
- Contractor to reference the DSA-103 and ensure all specific special testing & inspection efforts are captured.
- Supply power cords, adapters, "spider boxes", etc. as necessary to complete the work of this package in a timely manner and in accordance with the construction schedule. 110V Power will be supplied at no cost to the Contractor, however, Contractor is responsible means of getting power cords to their site locations. Contractor to supply and provide any 3-phase power required for their Contractors and meter accordingly.
- This contractor shall supply, on a **daily** basis, daily reports to include a summary of all Contractors and its own forces. All daily reports will need to be submitted on District required software. Submission of daily reports is a condition of progress payment.
- All window, wall, roof, door, etc. openings must be sealed at the end of every day and are the responsibility of this Contractor.
- All workers must sign in **daily**. First and last name is required. This is a labor compliant need and is a condition of receiving progress payments.
- As-built needs to be updated **daily**. Updated as-built are a condition of progress payment.
- This Contractor shall conduct WEEKLY safety meetings with its own forces certify to the owner that the meetings have been held as a condition of progress payment.
- In addition to any other warranties set out elsewhere in this Agreement, this Contractor warrants that work performed under this Agreement conforms to this Agreement's requirements and is free of any defect of equipment, material or design furnished, or workmanship performed by this Contractor or any of his Contractors or suppliers at any tier. Such warranty shall continue for a period of 90 days from the date of final acceptance of the work but with respect to any part of the work which the District takes possession. Under this warranty, the Contractor shall remedy at their own expense any such failure to conform or any such defect. Construction Manager shall notify the Contractor in writing within a reasonable time after the discovery of any failure, defect, or damage. Should the Contractor fail to remedy any failure, defect or damage described above within a reasonable amount of time after receipt of notice thereof, Construction Manager shall have the right to replace, repair, or otherwise remedy such failure, defect, or damage at this Contractor's expense. In addition to the other rights and remedies provided by this clause, all Contractors', manufacturers', and suppliers' warranties expressed or implied, respecting any work materials shall, at the direction of the Construction Manager, be enforced by the Contractor for the benefit of the District.

- This package shall turnover any, parts, manuals from manufacturer’s shipping package.
- Unless otherwise noted, the construction start and end times are from 7am-5pm and are to abide by the local Noise Ordinances and Jurisdictions.
- It assumed that any work that is behind schedule as a result of this bid package is the responsibility for additional work shifts and weekend shifts to bring the schedule back to the provided timelines at no additional cost to the Owner.
- This Contractor is This Prime Contractor to perform all Pre/Rain Event Action plans to ensure a water-tight job site. Perform all dewatering and restoration of unsuitable surface conditions, etc. for work specified under this Package as a result of weather while on site in your work area. Any additional cost for move-ins, adjustments, monitoring, etc. is included.
- Acquire and pay for all necessary meters, permits, fees, service charges, etc. required for water needed for dust control. Provide and pay all necessary fees for a temporary water meter at the existing fire hydrant for grading activities use only.
- Contractors to review and understand that all items pertaining to Potential Change Orders, Proposed Change Orders, Field Directives, Proposal Requests, Immediate Change Directives, Changes & Extra Work, etc. such as identified in the Contract Documents are to comply with the following:
 - Provide and Receive CM Approval on the DIR Labor Rate Classifications and Hourly Rates prior to the Start of Construction for all personnel on the job.
 - Equipment Rates as established by the Cal Trans – Labor Surcharge & Equipment Rental Rates (2023) as provided as part of this contract.
 - Any incidentals shall not exceed \$500 per change. This shall capture any estimation fees, tools, trucks, fuel, delivery, shop drawings, submittals, reviews, etc.
 - Bonds & Insurance combined shall not exceed 2% of the total change amount.
 - General Prevailing Wage Determinations made by the Director of Industrial Relations are to be followed for all Labor Classifications. The Basic Hourly Rate shall not exceed \$25.00/ Hour as part of the additional burdened wage rate.
 - **Example:** Carpenter Determination – SC-23-31-2-2022-2
 - Basic Hourly Rate @ \$47.24
 - Health & Welfare, Pension, Vacation & Holiday, Training, Other @ \$ 25.00/ Hour
 - Total Allowable Hourly Rate @ \$72.24/ Hour
- All Bid Packages are responsible for attending and coordinating in a Weekly Trade Meeting to outline the schedule, milestones, and upcoming work for proper coordination.
- **Contractor shall review and understand the School Hours and Academic Calendars for the respective campus.**
- **Provide a site logistics plan outlining temporary construction fencing, temporary restrooms, temporary facilities, pathways, construction signage, haul route, access, etc. as a Submittal for District review prior to starting construction that clearly identifies all school sites to delineate the construction work from the campuses.**

❖ **Floor Coverings (Trade Specific) Scope of Work:**

- This Bid Package shall be responsible for all Floor and Wall Finish components not specified within this scope of work yet reflected in the Contract Documents. Any questions regarding scope of work are to be addressed as part of the Pre-Bid Clarification period to be answered prior to Bid.
- Contractor shall review and familiarize itself with the Construction Logistics Plan.
- Contractor to coordinate and participate in the Pre-Demolition Conference with the Demolition Bid Package to review all new installation work with Construction Manager, Inspector of Record, Owner, and all Bid Packages to ensure demolition efforts are met for new work to be installed by this Bid Package.

- Any work affecting public paths of travel during the school year must be done after school hours or on Saturday to avoid path of travel disruptions.
- Contractor shall repair or replace any existing or new construction that is damaged from water intrusion due to failure of required weather protection at contractor's expense.
- At the end of each working day and at completion of work, all Contractors are to remove all materials, supplies and debris as generated by their scope of work. Leave each area in a clean and acceptable condition. Failure to do so will result in the Construction Manager directing failed clean-up efforts with a 48-hour minimum correction by the Contractor and will backcharge this Prime Contractor all costs associated with the clean-up at no charge to the District.
- Contractor to provide all permits required for this package at no cost to the District.
- Provide all street sweeping necessary to maintain dirt free right of ways. Tracking of any dirt, demolished material, base material, A/C or any other earthen material on to city streets must be cleaned up immediately. Comply with the governing authority's rules and regulations to prevent any contamination of the storm water system.
- Prime Contractor is responsible for protecting all adjacent surfaces and improvements from damage caused in the performance of this work. Prime Contractor shall be responsible for all costs associated with the replacement, repair or restoration to equal or better condition, of any damaged building or site improvements caused in the performance of this work.
- Prime Contractor will walk the site with the Construction Manager or Owner's Representative to establish existing conditions (i.e. damaged curbs, raveling, etc.) prior to commencing work. Prior to commencing work all existing damage shall be photographed, logged and given to the Construction Manager or Owner's Representative. Prime Contractor will remedy any damage resulting from Prime Contractor's work.
- Include preparation/submission of all paperwork (haul route maps, applications, etc.) as required by the local municipality. If required, include street cleaning and erosion control measures.
- Prime Contractor is fully responsible for complying with the requirements of Construction and Demolition Waste Management spec. section. Provide and implement a construction and demolition plan in accordance with the requirements of the construction documents including collection and separation up to 75% of all waste generated by Prime Contractor's work.
- The cut and removal of all surface, floor, or site mounted items must be grinded flush or removed below finish grade for future patch back efforts as to prevent any items protruding the finish surface.
- This Contractor is responsible for coordinating with the Demolition Bid Package to review all items noted to be removed and re-installed. This Contractor shall provide all necessary inventory, equipment to relocate, palletize, secure in a weathertight container, and notify the District of placement locations for confirmation.
- This Package to coordinate the demolition and new work extents of all Restroom Modernizations with the applicable Bid Packages to ensure all new lavatories, sinks, carriers, drains, hand dryers, mirrors, drain covers, etc. are adequately covered as outlined in the Construction Documents.
- Contractor to verify the exact location and finish height of each floor and drain/sink in the restrooms. Each drain shall be fully compatible and appropriate with the waterproofing systems and thickness of the composite floor materials. The location of the drains shall be properly placed, both symmetrically and as required to avoid conflict with all other building components, i.e. toilet partitions, supports, cabinetry, equipment etc. Coordinate all drains with the #FES-05 – Plumbing Bid Package to ensure adequate drainage at the time of flooring installation.
- Provide drinking fountains and all associated appurtenances including final connection to site water, sewer, drywells for fountains.

- Contractor will protect all finish surfaces per Contract Documents & Finish Schedules. All costs associated with any repair of finish surfaces related to damage, staining, scuffing, spills, etc. caused by this Contractor shall be the sole responsibility of this Contractor.
- Provide caulking and sealants between work in this contract and dissimilar finishes including, but not limited to, drywall, plaster, trim/accessories, decking, flooring, etc.
- This package is responsible for any and all items that are to be salvaged and reinstalled or returned to the owner under its respective Spec. Sections.
- Include in this package storage of all materials in a weather-tight container with multiple moves as needed for the project schedule to continue. The district will not pay storage fees so this package must make all necessary accommodations to ensure all material is safe and free of damage or will need to be replaced at no additional charge.
- Provide and supply all extension cords or temporary power components to the Bid Package #FES-04 - Electrical & Low Voltage Bid Package provided Local Spider Boxes.
- Provide all temporary water required to complete the work of this Bid Package.
- Patch all removed Restroom accessories/ fixtures/ specialties that fall on a wall tile to match adjacent surfaces.
- This Package shall be responsible for holding Pre-Work Conference Meetings with all Bid Packages to coordinate the new work to be installed. For example, a Pre-Roofing Conference shall be held for the Roofing Installation with the MEP Bid Packages to ensure all proper sleeves and boots are installed as required.
- This Contractor shall designate a foreman or supervisor for this Project to coordinate with all work forces, material deliveries and Contractors of this Prime Contractor. The foreman or supervisor must be fluent in the English language.
- Provide and install any and all necessary temporary fall protection including rails, cables etc. per CalOSHA requirements. Remove at completion of this bid package.
- Provide all Submittals/RFIs/Shop Drawings/Cutsheets for this package and provide to all Bid Packages as needed for coordination of a complete system.
- Any expedited cost or storage cost to have project materials available in conjunction with construction will be part of this Contractor's responsibility and all delivery cost associated with materials.
- Prime Contractor is responsible to clean up and remove from site all waste generated by this work scope. Include proper waste disposal containers for disposal.
- Prime Contractor may be required to perform "out of sequence" work to satisfy phasing and school operations with multiple crews at the direction of the CM.
- Protect existing utilities during the course of construction for this scope of work. Prime Contractor is responsible to locate all underground utilities and expose by hand operations to assure no damage is incurred.
- Prime Contractor is fully responsible to comply with the requirements of Construction and Demolition Waste Management spec. section.
- Contractor to install items plumb and level, accurately fitted from distortion of defects.
- Contractor to obtain approval prior to site cutting or making adjustments not scheduled.
- This Package shall provide and install ALL joint sealants as specified in their new work.
- Coordinate all dimensions, layout, openings, cutsheets, requirements, etc. for wall/floor openings that will require either Carpet or Ceramic Tile patchbacks for a complete system.
- This package is to provide and install all new Ceramic Tile finish systems for all access panels in framed walls. Coordinate with ALL Bid Packages for a complete system.
- Responsible for Engineering, Surveying and layout for the scope of this work. Prime Contractor shall provide surveying and determine existing grades/elevations in order to document existing paving areas and ensure proper drainage. Prime Contractor to provide, in writing, the existing grades and elevations of the site to the Construction Manager or Owner's Representative prior to commencing work. Prime Contractor shall ensure that the new site surfaces flow and drain properly even though existing pavement may not have sufficient drainage and may cause ponding in some areas. Any

discrepancies must be brought to the Construction Manager or Owner's Representative's attention prior to the commencement of work.

- All new work shall be coordinated with the work of other trades prior to start of work. Necessary adjustments shall be made at no extra cost.
- Fill cracks between fixtures, walls, floor, with silicone rubber sealant for a water-tight system.
- Prime Contractor to provide final cleaning of all new work.
- This Package is fully responsible to provide and install a new and complete Carpet Tile system as reflected in the Contract Documents. This includes but not limited to: Material, Labor, Equipment, Wall Base, Underlayments, Adhesives, Mastics, Accessories, Heavy Duty Entrance Carpet Tiles @ Each Classroom, Vinyl, Cove Base, Floor Prep, Ardex and/or Self-Leveling Compounds, Moisture Testing, etc.
- This package shall patch all holes in the Restroom at the Ceramic Tile Locations from any accessories, fixtures, specialties, etc. items that are removed during the selective demolition process.
- This package is fully responsible for ALL UCMT
- This Package is fully responsible to provide and install a new and complete Ceramic Tile system as reflected in the Contract Documents. This includes but not limited to: Material, Labor, Equipment, Wall Base, Adhesives, Grout, Mortar Beds, Drainage, UCMT, Reinforcement Mesh, Waterproofing Membranes, Cleavage Membranes, Coated Glass Mat Water-Resistant Gypsum Tile Backer Board, Latex - Portland Cement Mortar Bond Coats, Cement Boards or Durock Cement Boards, Fasteners, Screws, Thin Set Tiles, Accessories, Patchbacks, Mudset GWT, Scratch Coats, Bullnose GWT Trims, Bond Coats, Cove Base, Floor Prep, Ardex and/or Self-Leveling Compounds, Moisture Testing, etc.
- Provide and install all Glazed Wall Tiles as reflected in the Demolition Plans and Contractor Documents. This includes but not limited to: Material, Labor, Equipment, Wall Base, Adhesives, Grout, Mortar Beds, Drainage, Reinforcement Mesh, Waterproofing Membranes, Cleavage Membranes, Coated Glass Mat Water-Resistant Gypsum Tile Backer Board, Latex - Portland Cement Mortar Bond Coats, Cement Boards or Durock Cement Boards, Fasteners, Screws, Thin Set Tiles, Accessories, Patchbacks, Mudset GWT, Scratch Coats, Bullnose GWT Trims, Bond Coats, Cove Base, Floor Prep, Self-Leveling Compounds, Moisture Testing, etc.
- It is the responsibility of this package to perform all required Moisture Testing with results submitted to the District. Should any curing be required as a result of the results, it is the responsibility of this package to make all accommodations necessary for the new flooring or wall finishes.

❖ **Work Performed by Others (Bid Package Specific-Reference the Above):**

A. Demolition & Abatement (Bid Package #FES-01) will provide:

1. This Package shall provide all selective demolition efforts as noted in the Contract Documents. It is the responsibility of all Bid Packages to accurately coordinate all new work with the Demolition Bid Package to ensure all items are demolished and removed for a complete system.
2. This Package shall provide all necessary Hazardous Materials Abatement as noted in the YES Environmental, Inc. Summary Plan.

B. General Trade (Bid Package #FES-02) will provide:

1. Temporary Perimeter Fencing & Gates
2. SWPPP/Erosion Control, Sandbags at Site Perimeter, Stabilized Construction Entrance, Trackout Control, and Maintenance (Pre-Rain/Rain/Post-Rain).
3. (4) Portable Toilets/ (2) 2-Station Hand Wash Sinks (1x Weekly Service)
4. (1) 40-Yard Waste Container for Materials Debris (1x Weekly Service)

5. This package is responsible for any and all items that are to be salvaged and reinstalled or returned to the owner under its respective Spec. Sections.
6. All Restroom accessories will be installed by this package. Coordinate all new flooring and wall finishes accordingly.

C. Electrical & Low Voltage (Bid Package #FES-04) will provide:

1. Main Temporary Power Feed and Local Spider Boxes will be supplied by this package as directed by the Construction Manager. All Bid Packages are responsible for supplying and providing their own extensions cords to pull power to and from the Spider Boxes.

D. Plumbing (Bid Package #FES-05) will provide:

1. This package to provide and install all new Plumbing components to the Restrooms (fixtures, lavatories, sinks, etc.). Coordinate all new flooring and wall finishes accordingly.

END OF SECTION

EXISTING CONDITIONS

36. Summary

This document describes existing conditions at or near the Project, and use of information available regarding existing conditions. This document is **not** part of the Contract Documents. See General Conditions for definition(s) of terms used herein.

37. Reports and Information on Existing Conditions

- a. Documents providing a general description of the Site and conditions of the Work may have been collected by the Bakersfield City School District ("District"), its consultants, contractors, and tenants. These documents may, but are not required to, include previous contracts, contract specifications, tenant improvement contracts, as-built drawings, utility drawings, and information regarding underground facilities.
- b. Information regarding existing conditions may be inspected at the District offices or the Construction Manager's offices, if any, and copies may be obtained at cost of reproduction and handling upon Bidder's agreement to pay for such copies. These reports, documents, and other information are **not** part of the Contract Documents. These reports, documents, and other information do **not** excuse Contractor from fulfilling Contractor's obligation to independently investigate any or all existing conditions or from using reasonable prudent measures to avoid damaging existing improvements.
- c. Information regarding existing conditions may also be included in the Project Manual, but shall **not** be considered part of the Contract Documents.
- d. Prior to commencing this Work, Contractor and the District's representative shall survey the Site to document the condition of the Site. Contractor will record the survey in digital videotape format and provide an electronic copy to the District within fourteen (14) days of the survey.
- e. Contractor may also document any pre-existing conditions in writing, provided that both the Contractor and the District's representative agree on said conditions and sign a memorandum documenting the same.
- f. The reports and other data or information regarding existing conditions and underground facilities at or contiguous to the Project are the following:
 - (1) Hazardous Material Report(s).

38. Use of Information

- a. Information regarding existing conditions was obtained only for use of District and its consultants, contractors, and tenants for planning and design and is **not** part of the Contract Documents.

- b. District does not warrant, and makes no representation regarding, the accuracy or thoroughness of any information regarding existing conditions. Bidder represents and agrees that in submitting a bid it is not relying on any information regarding existing conditions supplied by District.
- c. Under no circumstances shall District be deemed to warrant or represent existing above-ground conditions, as-built conditions, or other actual conditions, verifiable by independent investigation. These conditions are verifiable by Bidder by the performance of its own independent investigation that Bidder must perform as a condition to bidding and Bidder should not and shall not rely on this information or any other information supplied by District regarding existing conditions.
- d. Any information shown or indicated in the reports and other data supplied herein with respect to existing underground facilities at or contiguous to the Project may be based upon information and data furnished to District by the District's employees and/or consultants or builders of such underground facilities or others. District does not assume responsibility for the completeness of this information, and Bidder is solely responsible for any interpretation or conclusion drawn from this information.
- e. District shall be responsible only for the general accuracy of information regarding underground facilities, and only for those underground facilities that are owned by District, and only where Bidder has conducted the independent investigation required of it pursuant to the Instructions to Bidders, and discrepancies are not apparent.

39. Investigations/Site Examinations

- a. Before submitting a bid, each Bidder is responsible for conducting or obtaining any additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and underground facilities) at or contiguous to the Site or otherwise, that may affect cost, progress, performance, or furnishing of Work or that relate to any aspect of the means, methods, techniques, sequences, or procedures of construction to be employed by Bidder and safety precautions and programs incident thereto or that Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price, and other terms and conditions of Contract Documents.
- b. On request, District will provide each Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies, as each Bidder deems necessary for submission of a bid. Bidders must fill all holes and clean up and restore the Site to its former condition upon completion of its explorations, investigations, tests, and studies. Such investigations and Site examinations may be performed during any and all Site visits indicated in the Notice to Bidders and only under the provisions of the Contract Documents, including, but not limited to, proof of insurance and obligation to indemnify against claims arising from such work, and District's prior approval.

END OF DOCUMENT



**FREMONT ELEMENTARY SCHOOL
CAMPUS HVAC SYSTEM UPGRADES**

**BID PACKAGE #FES-01
DEMOLITION & ABATEMENT**

**00 41 13
BID FORM & PROPOSAL**

BID FORM AND PROPOSAL
BID PACKAGE: #FES-01 – DEMOLITION & ABATEMENT

To: Governing Board of the Bakersfield City School District (“District” or “Owner”)

From: _____
(Proper Name of Bidder)

The undersigned declares that Bidder has read and understands the Contract Documents, including, without limitation, the Notice to Bidders and the Instructions to Bidders, and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all work in accordance with the terms and conditions of the Contract Documents, including, without limitation, the Drawings and Specifications of Bid No. 22213.00-26, for the following project known as:

Fremont Elementary School – Campus HVAC System Upgrades

(“Project” or “Contract”) and will accept in full payment for that Work the following total lump sum amount, all taxes included:

_____ dollars	\$	_____
<i>BASE BID</i>		
<i>Bidder acknowledges and agrees that the Base Bid accounts for any and all Allowance(s), Total Cost for Unit Prices, and OCIP excluded costs.</i>		

Additive Alternates :

Additive Alternate #01 – Doors, Frames, & Hardware Demolition

_____ dollars	\$	_____
Additive/Deductive		
This Bid Package to include Additive Alternate #01 to add the Demolition component to the existing Doors, Frames, & Hardware as specified in the Contract Documents. The District shall review all Alternates after Bids are opened and select which to proceed.		

Additive Alternate #02 – Windows & Frames Demolition

_____ dollars	\$	_____
Additive/Deductive		
This Bid Package to include Additive Alternate #02 to add the Demolition component to the existing Windows and Frames as specified in the Contract Documents. The District shall review all Alternates after Bids are opened and select which to proceed.		

Additive Alternate #03 – Casework Demolition

_____ dollars \$ _____
Additive/Deductive
This Bid Package to include Additive Alternate #03 to add the Demolition component to the existing Casework as specified in the Contract Documents. The District shall review all Alternates after Bids are opened and select which to proceed.

Descriptions of alternates are primarily scope definitions and do not necessarily detail the full range of materials and processes needed to complete the construction.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Additional Detail Regarding Calculation of Base Bid

1. **Unit Prices.** The Bidder’s Base Bid includes the following unit prices, which the Bidder must provide and the District may, at its discretion, utilize in valuing additive and/or deductive change orders (Unit Prices shall include all labor, materials, services, profit, overhead, insurance, bonds, taxes, and all other incidental costs of Contractor, subcontractors, and suppliers):

SCHEDULE OF UNIT PRICES

<u>Item No.</u>	<u>Description</u>	<u>Unit of Measure</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Total Cost = Unit Price x Estimated Quantity (Included in Base Bid)</u>
				\$ _____	\$ _____
				\$ _____	\$ _____

Where scope of Work is decreased, all Work pertaining to the item, whether specifically stated or not, shall be omitted, and where scope of Work is increased, all work pertaining to that item required to render same ready for use on the Project in accordance with intentions of the Drawings and Specifications shall be included in the above agreed-upon price amount.

2. **Allowance.** The Bidder’s Base Bid shall include the following Allowances for the Tasks/Work as noted here:

Task/Work	Allowance Value
Allowance #01 – Unforeseen Conditions (Ref. Div 01s)	\$25,000.00
Total Allowance Value	\$25,000.00

The Allowance Value for an Allowance Item includes the direct cost of labor, materials, equipment, transportation, taxes and insurance associated with the applicable Allowance Item. All other costs, including Contractor’s overall project management and general conditions costs, overhead and fee, are deemed to be included in the Base Bid, and are not subject to adjustment regardless of the actual amount of the Allowance Item.

The District shall have sole discretion to authorize all expenditures from the Allowances. The District shall process expenditures from the Allowances in the form

of an Allowance Expenditure Directive ("AED"). Any unused Allowance or unused portion thereof shall be deducted from the Contract Price to the benefit of the District.

3. The undersigned has reviewed the Work outlined in the Contract Documents and fully understands the scope of Work required in this Proposal, understands the construction and project management function(s) is described in the Contract Documents, and that each Bidder who is awarded a contract shall be in fact a prime contractor, not a subcontractor, to the District, and agrees that its Proposal, if accepted by the District, will be the basis for the Bidder to enter into a contract with the District in accordance with the intent of the Contract Documents.
4. The undersigned has notified the District in writing of any discrepancies or omissions or of any doubt, questions, or ambiguities about the meaning of any of the Contract Documents, and has contacted the Construction Manager before bid date to verify the issuance of any clarifying Addenda.
5. The undersigned agrees to commence work under this Contract on the date established in the Contract Documents and to complete all work within the time specified in the Contract Documents.
6. The liquidated damages clause of the General Conditions and Agreement is hereby acknowledged.
7. It is understood that the District reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of ninety (90) days.
8. The following documents are attached hereto:
 - Bid Bond on the District's form or other security (for electronic submissions, provide a photocopy of the Bid Bond).
 - Designated Subcontractors List
 - Site Visit Certification
 - Non-Collusion Declaration
 - Iran Contracting Act Certification
9. Receipt and acceptance of the following Addenda is hereby acknowledged:

No. _____, Dated _____	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____

10. Bidder acknowledges that the license required for performance of the Work is a _____ license.
11. Bidder hereby certifies that Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work.

12. Bidder specifically acknowledges and understands that if it is awarded the Contract, that it shall perform the Work of the Project while complying with all requirements of the Department of Industrial Relations.
13. Bidder hereby certifies that its bid includes sufficient funds to permit Bidder to comply with all local, state or federal labor laws or regulations during the Project, including payment of prevailing wage, and that Bidder will comply with the provisions of Labor Code section 2810(d) if awarded the Contract.
14. [Bidder agrees to comply with all requirements of the Project Labor Agreement].
15. Bidder specifically acknowledges and understands that if it is awarded the Contract, that it shall perform the Work of the Project while complying with the Davis Bacon Act, applicable reporting requirements, and any and all other applicable requirements for federal funding. If a conflict exists, the more stringent requirement shall control.
16. Bidder represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the Work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the Work that may create, during the Work, unusual or peculiar unsafe conditions hazardous to persons and property.
17. Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the Work with respect to such hazards.
18. Bidder expressly acknowledges that it is familiar with and capable of complying with applicable federal, State, and local requirements relating to COVID-19 or other public health emergency/epidemic/pandemic including, if required, preparing, posting, and implementing a Social Distancing Protocol.
19. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Gov. Code, § 12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.
20. The undersigned Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the Contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents and registered as a public works contractor with the Department of Industrial Relations. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.

Furthermore, Bidder hereby certifies to the District that all representations, certifications, and statements made by Bidder, as set forth in this bid form, are true and correct and are made under penalty of perjury.

Dated this _____ day of _____ 20 ____

Name of Bidder: _____

Type of Organization: _____

Signature: _____

Print Name: _____

Title: _____

Address of Bidder: _____

Taxpayer Identification No. of Bidder: _____

Telephone Number: _____

Fax Number: _____

E-mail: _____ Web Page: _____

Contractor's License No(s): No.: _____ Class: _____ Expiration Date: _____

No.: _____ Class: _____ Expiration Date: _____

No.: _____ Class: _____ Expiration Date: _____

Public Works Contractor Registration No.: _____

END OF DOCUMENT



**FREMONT ELEMENTARY SCHOOL
CAMPUS HVAC SYSTEM UPGRADES**

**BID PACKAGE #FES-02
GENERAL TRADE**

**00 41 13
BID FORM & PROPOSAL**

BID FORM AND PROPOSAL
BID PACKAGE: #FES-02 – GENERAL TRADE

To: Governing Board of the Bakersfield City School District (“District” or “Owner”)

From: _____
(Proper Name of Bidder)

The undersigned declares that Bidder has read and understands the Contract Documents, including, without limitation, the Notice to Bidders and the Instructions to Bidders, and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all work in accordance with the terms and conditions of the Contract Documents, including, without limitation, the Drawings and Specifications of Bid No. 22213.00-26, for the following project known as:

Fremont Elementary School – Campus HVAC System Upgrades

(“Project” or “Contract”) and will accept in full payment for that Work the following total lump sum amount, all taxes included:

_____ dollars	\$	_____
BASE BID		
<i>Bidder acknowledges and agrees that the Base Bid accounts for any and all Allowance(s), Total Cost for Unit Prices, and OCIP excluded costs.</i>		

Additive Alternates :

Additive Alternate #01 – Doors, Frames, & Hardware

_____ dollars	\$	_____
Additive/Deductive		
This Bid Package to include Additive Alternate #01 to add the New Work component to the existing Doors, Frames, & Hardware as specified in the Contract Documents. The District shall review all Alternates after Bids are opened and select which to proceed.		

Additive Alternate #02 – Windows & Frames

_____ dollars	\$	_____
Additive/Deductive		
This Bid Package to include Additive Alternate #02 to add the New Work component to the existing Windows and Frames as specified in the Contract Documents. The District shall review all Alternates after Bids are opened and select which to proceed.		

Additive Alternate #03 – Casework

_____ dollars \$ _____
Additive/Deductive
This Bid Package to include Additive Alternate #03 to add the New Work component to the existing Casework as specified in the Contract Documents. The District shall review all Alternates after Bids are opened and select which to proceed.

Descriptions of alternates are primarily scope definitions and do not necessarily detail the full range of materials and processes needed to complete the construction.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Additional Detail Regarding Calculation of Base Bid

1. **Unit Prices.** The Bidder's Base Bid includes the following unit prices, which the Bidder must provide and the District may, at its discretion, utilize in valuing additive and/or deductive change orders (Unit Prices shall include all labor, materials, services, profit, overhead, insurance, bonds, taxes, and all other incidental costs of Contractor, subcontractors, and suppliers):

SCHEDULE OF UNIT PRICES

<u>Item No.</u>	<u>Description</u>	<u>Unit of Measure</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Total Cost = Unit Price x Estimated Quantity (Included in Base Bid)</u>
				\$ _____	\$ _____
				\$ _____	\$ _____

Where scope of Work is decreased, all Work pertaining to the item, whether specifically stated or not, shall be omitted, and where scope of Work is increased, all work pertaining to that item required to render same ready for use on the Project in accordance with intentions of the Drawings and Specifications shall be included in the above agreed-upon price amount.

2. **Allowance.** The Bidder's Base Bid shall include the following Allowances for the Tasks/Work as noted here:

Task/Work	Allowance Value
Allowance #02 – Unforeseen Conditions (Ref. Div 01s)	\$75,000.00
Total Allowance Value	\$75,000.00

The Allowance Value for an Allowance Item includes the direct cost of labor, materials, equipment, transportation, taxes and insurance associated with the applicable Allowance Item. All other costs, including Contractor's overall project management and general conditions costs, overhead and fee, are deemed to be included in the Base Bid, and are not subject to adjustment regardless of the actual amount of the Allowance Item.

The District shall have sole discretion to authorize all expenditures from the Allowances. The District shall process expenditures from the Allowances in the form of an Allowance Expenditure Directive ("AED"). Any unused Allowance or unused portion thereof shall be deducted from the Contract Price to the benefit of the District.

3. The undersigned has reviewed the Work outlined in the Contract Documents and fully understands the scope of Work required in this Proposal, understands the construction and project management function(s) is described in the Contract Documents, and that each Bidder who is awarded a contract shall be in fact a prime contractor, not a subcontractor, to the District, and agrees that its Proposal, if accepted by the District, will be the basis for the Bidder to enter into a contract with the District in accordance with the intent of the Contract Documents.
4. The undersigned has notified the District in writing of any discrepancies or omissions or of any doubt, questions, or ambiguities about the meaning of any of the Contract Documents, and has contacted the Construction Manager before bid date to verify the issuance of any clarifying Addenda.
5. The undersigned agrees to commence work under this Contract on the date established in the Contract Documents and to complete all work within the time specified in the Contract Documents.
6. The liquidated damages clause of the General Conditions and Agreement is hereby acknowledged.
7. It is understood that the District reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of ninety (90) days.
8. The following documents are attached hereto:
 - Bid Bond on the District's form or other security (for electronic submissions, provide a photocopy of the Bid Bond).
 - Designated Subcontractors List
 - Site Visit Certification
 - Non-Collusion Declaration
 - Iran Contracting Act Certification
9. Receipt and acceptance of the following Addenda is hereby acknowledged:

No. _____, Dated _____	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____

10. Bidder acknowledges that the license required for performance of the Work is a _____ license.

11. Bidder hereby certifies that Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work.
12. Bidder specifically acknowledges and understands that if it is awarded the Contract, that it shall perform the Work of the Project while complying with all requirements of the Department of Industrial Relations.
13. Bidder hereby certifies that its bid includes sufficient funds to permit Bidder to comply with all local, state or federal labor laws or regulations during the Project, including payment of prevailing wage, and that Bidder will comply with the provisions of Labor Code section 2810(d) if awarded the Contract.
14. [Bidder agrees to comply with all requirements of the Project Labor Agreement].
15. Bidder specifically acknowledges and understands that if it is awarded the Contract, that it shall perform the Work of the Project while complying with the Davis Bacon Act, applicable reporting requirements, and any and all other applicable requirements for federal funding. If a conflict exists, the more stringent requirement shall control.
16. Bidder represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the Work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the Work that may create, during the Work, unusual or peculiar unsafe conditions hazardous to persons and property.
17. Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the Work with respect to such hazards.
18. Bidder expressly acknowledges that it is familiar with and capable of complying with applicable federal, State, and local requirements relating to COVID-19 or other public health emergency/epidemic/pandemic including, if required, preparing, posting, and implementing a Social Distancing Protocol.
19. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Gov. Code, § 12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.
20. The undersigned Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the Contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents and registered as a public works contractor with the Department of Industrial Relations. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.

Furthermore, Bidder hereby certifies to the District that all representations, certifications, and statements made by Bidder, as set forth in this bid form, are true and correct and are made under penalty of perjury.

Dated this _____ day of _____ 20 ____

Name of Bidder: _____

Type of Organization: _____

Signature: _____

Print Name: _____

Title: _____

Address of Bidder: _____

Taxpayer Identification No. of Bidder: _____

Telephone Number: _____

Fax Number: _____

E-mail: _____ Web Page: _____

Contractor's License No(s): No.: _____ Class: _____ Expiration Date: _____

No.: _____ Class: _____ Expiration Date: _____

No.: _____ Class: _____ Expiration Date: _____

Public Works Contractor Registration No.: _____

END OF DOCUMENT



**FREMONT ELEMENTARY SCHOOL
CAMPUS HVAC SYSTEM UPGRADES**

**BID PACKAGE #FES-03
MECHANICAL**

**00 41 13
BID FORM & PROPOSAL**

BID FORM AND PROPOSAL
BID PACKAGE: #FES-03 – MECHANICAL

To: Governing Board of the Bakersfield City School District (“District” or “Owner”)

From: _____
(Proper Name of Bidder)

The undersigned declares that Bidder has read and understands the Contract Documents, including, without limitation, the Notice to Bidders and the Instructions to Bidders, and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all work in accordance with the terms and conditions of the Contract Documents, including, without limitation, the Drawings and Specifications of Bid No. 22213.00-26, for the following project known as:

Fremont Elementary School – Campus HVAC System Upgrades

(“Project” or “Contract”) and will accept in full payment for that Work the following total lump sum amount, all taxes included:

_____ dollars \$ _____
<i>BASE BID</i>
<i>Bidder acknowledges and agrees that the Base Bid accounts for any and all Allowance(s), Total Cost for Unit Prices, and OCIP excluded costs.</i>

Alternates:

Not applicable.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Additional Detail Regarding Calculation of Base Bid

1. **Unit Prices.** The Bidder’s Base Bid includes the following unit prices, which the Bidder must provide and the District may, at its discretion, utilize in valuing additive and/or deductive change orders (Unit Prices shall include all labor, materials, services, profit, overhead, insurance, bonds, taxes, and all other incidental costs of Contractor, subcontractors, and suppliers):

SCHEDULE OF UNIT PRICES

<u>Item No.</u>	<u>Description</u>	<u>Unit of Measure</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Total Cost = Unit Price x Estimated Quantity (Included in Base Bid)</u>
				\$ _____	\$ _____
				\$ _____	\$ _____

Where scope of Work is decreased, all Work pertaining to the item, whether specifically stated or not, shall be omitted, and where scope of Work is increased, all work pertaining to that item required to render same ready for use on the Project in accordance with intentions of the Drawings and Specifications shall be included in the above agreed-upon price amount.

2. **Allowance.** The Bidder’s Base Bid shall include the following Allowances for the Tasks/Work as noted here:

Task/Work	Allowance Value
Allowance #03 – Unforeseen Conditions (Ref. Div 01s)	\$25,000.00
Total Allowance Value	\$25,000.00

The Allowance Value for an Allowance Item includes the direct cost of labor, materials, equipment, transportation, taxes and insurance associated with the applicable Allowance Item. All other costs, including Contractor’s overall project management and general conditions costs, overhead and fee, are deemed to be included in the Base Bid, and are not subject to adjustment regardless of the actual amount of the Allowance Item.

The District shall have sole discretion to authorize all expenditures from the Allowances. The District shall process expenditures from the Allowances in the form of an Allowance Expenditure Directive ("AED"). Any unused Allowance or unused portion thereof shall be deducted from the Contract Price to the benefit of the District.

3. The undersigned has reviewed the Work outlined in the Contract Documents and fully understands the scope of Work required in this Proposal, understands the construction and project management function(s) is described in the Contract Documents, and that each Bidder who is awarded a contract shall be in fact a prime contractor, not a subcontractor, to the District, and agrees that its Proposal, if accepted by the District, will be the basis for the Bidder to enter into a contract with the District in accordance with the intent of the Contract Documents.
4. The undersigned has notified the District in writing of any discrepancies or omissions or of any doubt, questions, or ambiguities about the meaning of any of the Contract Documents, and has contacted the Construction Manager before bid date to verify the issuance of any clarifying Addenda.
5. The undersigned agrees to commence work under this Contract on the date established in the Contract Documents and to complete all work within the time specified in the Contract Documents.
6. The liquidated damages clause of the General Conditions and Agreement is hereby acknowledged.
7. It is understood that the District reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of ninety (90) days.
8. The following documents are attached hereto:
 - Bid Bond on the District's form or other security (for electronic submissions, provide a photocopy of the Bid Bond).
 - Designated Subcontractors List
 - Site Visit Certification
 - Non-Collusion Declaration
 - Iran Contracting Act Certification
9. Receipt and acceptance of the following Addenda is hereby acknowledged:

No. _____, Dated _____	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____

10. Bidder acknowledges that the license required for performance of the Work is a _____ license.

11. Bidder hereby certifies that Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work.
12. Bidder specifically acknowledges and understands that if it is awarded the Contract, that it shall perform the Work of the Project while complying with all requirements of the Department of Industrial Relations.
13. Bidder hereby certifies that its bid includes sufficient funds to permit Bidder to comply with all local, state or federal labor laws or regulations during the Project, including payment of prevailing wage, and that Bidder will comply with the provisions of Labor Code section 2810(d) if awarded the Contract.
14. [Bidder agrees to comply with all requirements of the Project Labor Agreement].
15. Bidder specifically acknowledges and understands that if it is awarded the Contract, that it shall perform the Work of the Project while complying with the Davis Bacon Act, applicable reporting requirements, and any and all other applicable requirements for federal funding. If a conflict exists, the more stringent requirement shall control.
16. Bidder represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the Work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the Work that may create, during the Work, unusual or peculiar unsafe conditions hazardous to persons and property.
17. Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the Work with respect to such hazards.
18. Bidder expressly acknowledges that it is familiar with and capable of complying with applicable federal, State, and local requirements relating to COVID-19 or other public health emergency/epidemic/pandemic including, if required, preparing, posting, and implementing a Social Distancing Protocol.
19. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Gov. Code, § 12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.
20. The undersigned Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the Contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents and registered as a public works contractor with the Department of Industrial Relations. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.

Furthermore, Bidder hereby certifies to the District that all representations, certifications, and statements made by Bidder, as set forth in this bid form, are true and correct and are made under penalty of perjury.

Dated this _____ day of _____ 20 ____

Name of Bidder: _____

Type of Organization: _____

Signature: _____

Print Name: _____

Title: _____

Address of Bidder: _____

Taxpayer Identification No. of Bidder: _____

Telephone Number: _____

Fax Number: _____

E-mail: _____ Web Page: _____

Contractor's License No(s): No.: _____ Class: _____ Expiration Date: _____

No.: _____ Class: _____ Expiration Date: _____

No.: _____ Class: _____ Expiration Date: _____

Public Works Contractor Registration No.: _____

END OF DOCUMENT



**FREMONT ELEMENTARY SCHOOL
CAMPUS HVAC SYSTEM UPGRADES**

**BID PACKAGE #FES-04
ELECTRICAL & LOW VOLTAGE**

**00 41 13
BID FORM & PROPOSAL**

BID FORM AND PROPOSAL
BID PACKAGE: #FES-04 – ELECTRICAL & LOW VOLTAGE

To: Governing Board of the Bakersfield City School District (“District” or “Owner”)

From: _____
(Proper Name of Bidder)

The undersigned declares that Bidder has read and understands the Contract Documents, including, without limitation, the Notice to Bidders and the Instructions to Bidders, and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all work in accordance with the terms and conditions of the Contract Documents, including, without limitation, the Drawings and Specifications of Bid No. 22213.00-26, for the following project known as:

Fremont Elementary School – Campus HVAC System Upgrades

(“Project” or “Contract”) and will accept in full payment for that Work the following total lump sum amount, all taxes included:

_____ dollars \$ _____
<i>BASE BID</i>
<i>Bidder acknowledges and agrees that the Base Bid accounts for any and all Allowance(s), Total Cost for Unit Prices, and OCIP excluded costs.</i>

Alternates:

Not applicable.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Additional Detail Regarding Calculation of Base Bid

1. **Unit Prices.** The Bidder’s Base Bid includes the following unit prices, which the Bidder must provide and the District may, at its discretion, utilize in valuing additive and/or deductive change orders (Unit Prices shall include all labor, materials, services, profit, overhead, insurance, bonds, taxes, and all other incidental costs of Contractor, subcontractors, and suppliers):

SCHEDULE OF UNIT PRICES

<u>Item No.</u>	<u>Description</u>	<u>Unit of Measure</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Total Cost = Unit Price x Estimated Quantity (Included in Base Bid)</u>
				\$ _____	\$ _____
				\$ _____	\$ _____

Where scope of Work is decreased, all Work pertaining to the item, whether specifically stated or not, shall be omitted, and where scope of Work is increased, all work pertaining to that item required to render same ready for use on the Project in accordance with intentions of the Drawings and Specifications shall be included in the above agreed-upon price amount.

2. **Allowance.** The Bidder’s Base Bid shall include the following Allowances for the Tasks/Work as noted here:

Task/Work	Allowance Value
Allowance #04 – Unforeseen Conditions (Ref. Div 01s)	\$50,000.00
Total Allowance Value	\$50,000.00

The Allowance Value for an Allowance Item includes the direct cost of labor, materials, equipment, transportation, taxes and insurance associated with the applicable Allowance Item. All other costs, including Contractor’s overall project management and general conditions costs, overhead and fee, are deemed to be included in the Base Bid, and are not subject to adjustment regardless of the actual amount of the Allowance Item.

The District shall have sole discretion to authorize all expenditures from the Allowances. The District shall process expenditures from the Allowances in the form of an Allowance Expenditure Directive ("AED"). Any unused Allowance or unused portion thereof shall be deducted from the Contract Price to the benefit of the District.

3. The undersigned has reviewed the Work outlined in the Contract Documents and fully understands the scope of Work required in this Proposal, understands the construction and project management function(s) is described in the Contract Documents, and that each Bidder who is awarded a contract shall be in fact a prime contractor, not a subcontractor, to the District, and agrees that its Proposal, if accepted by the District, will be the basis for the Bidder to enter into a contract with the District in accordance with the intent of the Contract Documents.
4. The undersigned has notified the District in writing of any discrepancies or omissions or of any doubt, questions, or ambiguities about the meaning of any of the Contract Documents, and has contacted the Construction Manager before bid date to verify the issuance of any clarifying Addenda.
5. The undersigned agrees to commence work under this Contract on the date established in the Contract Documents and to complete all work within the time specified in the Contract Documents.
6. The liquidated damages clause of the General Conditions and Agreement is hereby acknowledged.
7. It is understood that the District reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of ninety (90) days.
8. The following documents are attached hereto:
 - Bid Bond on the District's form or other security (for electronic submissions, provide a photocopy of the Bid Bond).
 - Designated Subcontractors List
 - Site Visit Certification
 - Non-Collusion Declaration
 - Iran Contracting Act Certification
9. Receipt and acceptance of the following Addenda is hereby acknowledged:

No. _____, Dated _____	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____

10. Bidder acknowledges that the license required for performance of the Work is a _____ license.

11. Bidder hereby certifies that Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work.
12. Bidder specifically acknowledges and understands that if it is awarded the Contract, that it shall perform the Work of the Project while complying with all requirements of the Department of Industrial Relations.
13. Bidder hereby certifies that its bid includes sufficient funds to permit Bidder to comply with all local, state or federal labor laws or regulations during the Project, including payment of prevailing wage, and that Bidder will comply with the provisions of Labor Code section 2810(d) if awarded the Contract.
14. [Bidder agrees to comply with all requirements of the Project Labor Agreement].
15. Bidder specifically acknowledges and understands that if it is awarded the Contract, that it shall perform the Work of the Project while complying with the Davis Bacon Act, applicable reporting requirements, and any and all other applicable requirements for federal funding. If a conflict exists, the more stringent requirement shall control.
16. Bidder represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the Work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the Work that may create, during the Work, unusual or peculiar unsafe conditions hazardous to persons and property.
17. Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the Work with respect to such hazards.
18. Bidder expressly acknowledges that it is familiar with and capable of complying with applicable federal, State, and local requirements relating to COVID-19 or other public health emergency/epidemic/pandemic including, if required, preparing, posting, and implementing a Social Distancing Protocol.
19. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Gov. Code, § 12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.
20. The undersigned Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the Contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents and registered as a public works contractor with the Department of Industrial Relations. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.

Furthermore, Bidder hereby certifies to the District that all representations, certifications, and statements made by Bidder, as set forth in this bid form, are true and correct and are made under penalty of perjury.

Dated this _____ day of _____ 20 ____

Name of Bidder: _____

Type of Organization: _____

Signature: _____

Print Name: _____

Title: _____

Address of Bidder: _____

Taxpayer Identification No. of Bidder: _____

Telephone Number: _____

Fax Number: _____

E-mail: _____ Web Page: _____

Contractor's License No(s): No.: _____ Class: _____ Expiration Date: _____

No.: _____ Class: _____ Expiration Date: _____

No.: _____ Class: _____ Expiration Date: _____

Public Works Contractor Registration No.: _____

END OF DOCUMENT



**FREMONT ELEMENTARY SCHOOL
CAMPUS HVAC SYSTEM UPGRADES**

**BID PACKAGE #FES-05
PLUMBING & SITE UTILITIES**

**00 41 13
BID FORM & PROPOSAL**

BID FORM AND PROPOSAL
BID PACKAGE: #FES-05 – PLUMBING & SITE UTILITIES

To: Governing Board of the Bakersfield City School District (“District” or “Owner”)

From: _____
(Proper Name of Bidder)

The undersigned declares that Bidder has read and understands the Contract Documents, including, without limitation, the Notice to Bidders and the Instructions to Bidders, and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all work in accordance with the terms and conditions of the Contract Documents, including, without limitation, the Drawings and Specifications of Bid No. 22213.00-26, for the following project known as:

Fremont Elementary School – Campus HVAC System Upgrades

(“Project” or “Contract”) and will accept in full payment for that Work the following total lump sum amount, all taxes included:

_____ dollars \$ _____
<i>BASE BID</i>
<i>Bidder acknowledges and agrees that the Base Bid accounts for any and all Allowance(s), Total Cost for Unit Prices, and OCIP excluded costs.</i>

Alternates:

Not applicable.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Additional Detail Regarding Calculation of Base Bid

1. **Unit Prices.** The Bidder’s Base Bid includes the following unit prices, which the Bidder must provide and the District may, at its discretion, utilize in valuing additive and/or deductive change orders (Unit Prices shall include all labor, materials, services, profit, overhead, insurance, bonds, taxes, and all other incidental costs of Contractor, subcontractors, and suppliers):

SCHEDULE OF UNIT PRICES

<u>Item No.</u>	<u>Description</u>	<u>Unit of Measure</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Total Cost = Unit Price x Estimated Quantity (Included in Base Bid)</u>
				\$ _____	\$ _____
				\$ _____	\$ _____

Where scope of Work is decreased, all Work pertaining to the item, whether specifically stated or not, shall be omitted, and where scope of Work is increased, all work pertaining to that item required to render same ready for use on the Project in accordance with intentions of the Drawings and Specifications shall be included in the above agreed-upon price amount.

2. **Allowance.** The Bidder’s Base Bid shall include the following Allowances for the Tasks/Work as noted here:

Task/Work	Allowance Value
Allowance #05 – Unforeseen Conditions (Ref. Div 01s)	\$25,000.00
Total Allowance Value	\$25,000.00

The Allowance Value for an Allowance Item includes the direct cost of labor, materials, equipment, transportation, taxes and insurance associated with the applicable Allowance Item. All other costs, including Contractor’s overall project management and general conditions costs, overhead and fee, are deemed to be included in the Base Bid, and are not subject to adjustment regardless of the actual amount of the Allowance Item.

The District shall have sole discretion to authorize all expenditures from the Allowances. The District shall process expenditures from the Allowances in the form of an Allowance Expenditure Directive ("AED"). Any unused Allowance or unused portion thereof shall be deducted from the Contract Price to the benefit of the District.

3. The undersigned has reviewed the Work outlined in the Contract Documents and fully understands the scope of Work required in this Proposal, understands the construction and project management function(s) is described in the Contract Documents, and that each Bidder who is awarded a contract shall be in fact a prime contractor, not a subcontractor, to the District, and agrees that its Proposal, if accepted by the District, will be the basis for the Bidder to enter into a contract with the District in accordance with the intent of the Contract Documents.
4. The undersigned has notified the District in writing of any discrepancies or omissions or of any doubt, questions, or ambiguities about the meaning of any of the Contract Documents, and has contacted the Construction Manager before bid date to verify the issuance of any clarifying Addenda.
5. The undersigned agrees to commence work under this Contract on the date established in the Contract Documents and to complete all work within the time specified in the Contract Documents.
6. The liquidated damages clause of the General Conditions and Agreement is hereby acknowledged.
7. It is understood that the District reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of ninety (90) days.
8. The following documents are attached hereto:
 - Bid Bond on the District's form or other security (for electronic submissions, provide a photocopy of the Bid Bond).
 - Designated Subcontractors List
 - Site Visit Certification
 - Non-Collusion Declaration
 - Iran Contracting Act Certification
9. Receipt and acceptance of the following Addenda is hereby acknowledged:

No. _____, Dated _____	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____

10. Bidder acknowledges that the license required for performance of the Work is a _____ license.

11. Bidder hereby certifies that Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work.
12. Bidder specifically acknowledges and understands that if it is awarded the Contract, that it shall perform the Work of the Project while complying with all requirements of the Department of Industrial Relations.
13. Bidder hereby certifies that its bid includes sufficient funds to permit Bidder to comply with all local, state or federal labor laws or regulations during the Project, including payment of prevailing wage, and that Bidder will comply with the provisions of Labor Code section 2810(d) if awarded the Contract.
14. [Bidder agrees to comply with all requirements of the Project Labor Agreement].
15. Bidder specifically acknowledges and understands that if it is awarded the Contract, that it shall perform the Work of the Project while complying with the Davis Bacon Act, applicable reporting requirements, and any and all other applicable requirements for federal funding. If a conflict exists, the more stringent requirement shall control.
16. Bidder represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the Work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the Work that may create, during the Work, unusual or peculiar unsafe conditions hazardous to persons and property.
17. Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the Work with respect to such hazards.
18. Bidder expressly acknowledges that it is familiar with and capable of complying with applicable federal, State, and local requirements relating to COVID-19 or other public health emergency/epidemic/pandemic including, if required, preparing, posting, and implementing a Social Distancing Protocol.
19. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Gov. Code, § 12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.
20. The undersigned Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the Contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents and registered as a public works contractor with the Department of Industrial Relations. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.

Furthermore, Bidder hereby certifies to the District that all representations, certifications, and statements made by Bidder, as set forth in this bid form, are true and correct and are made under penalty of perjury.

Dated this _____ day of _____ 20 ____

Name of Bidder: _____

Type of Organization: _____

Signature: _____

Print Name: _____

Title: _____

Address of Bidder: _____

Taxpayer Identification No. of Bidder: _____

Telephone Number: _____

Fax Number: _____

E-mail: _____ Web Page: _____

Contractor's License No(s): No.: _____ Class: _____ Expiration Date: _____

No.: _____ Class: _____ Expiration Date: _____

No.: _____ Class: _____ Expiration Date: _____

Public Works Contractor Registration No.: _____

END OF DOCUMENT



**FREMONT ELEMENTARY SCHOOL
CAMPUS HVAC SYSTEM UPGRADES**

**BID PACKAGE #FES-06
FLOOR COVERINGS**

**00 41 13
BID FORM & PROPOSAL**

BID FORM AND PROPOSAL
BID PACKAGE: #FES-06 – FLOOR COVERINGS

To: Governing Board of the Bakersfield City School District (“District” or “Owner”)

From: _____
(Proper Name of Bidder)

The undersigned declares that Bidder has read and understands the Contract Documents, including, without limitation, the Notice to Bidders and the Instructions to Bidders, and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all work in accordance with the terms and conditions of the Contract Documents, including, without limitation, the Drawings and Specifications of Bid No. 22213.00-26, for the following project known as:

Fremont Elementary School – Campus HVAC System Upgrades

(“Project” or “Contract”) and will accept in full payment for that Work the following total lump sum amount, all taxes included:

<p style="text-align: right;">_____ dollars \$ _____</p> <p><i>BASE BID</i></p> <p><i>Bidder acknowledges and agrees that the Base Bid accounts for any and all Allowance(s), Total Cost for Unit Prices, and OCIP excluded costs.</i></p>

Alternates:

Not applicable.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Additional Detail Regarding Calculation of Base Bid

1. **Unit Prices.** The Bidder’s Base Bid includes the following unit prices, which the Bidder must provide and the District may, at its discretion, utilize in valuing additive and/or deductive change orders (Unit Prices shall include all labor, materials, services, profit, overhead, insurance, bonds, taxes, and all other incidental costs of Contractor, subcontractors, and suppliers):

SCHEDULE OF UNIT PRICES

<u>Item No.</u>	<u>Description</u>	<u>Unit of Measure</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Total Cost = Unit Price x Estimated Quantity (Included in Base Bid)</u>
				\$ _____	\$ _____
				\$ _____	\$ _____

Where scope of Work is decreased, all Work pertaining to the item, whether specifically stated or not, shall be omitted, and where scope of Work is increased, all work pertaining to that item required to render same ready for use on the Project in accordance with intentions of the Drawings and Specifications shall be included in the above agreed-upon price amount.

2. **Allowance.** The Bidder’s Base Bid shall include the following Allowances for the Tasks/Work as noted here:

Task/Work	Allowance Value
Not Applicable	N/A
Total Allowance Value	N/A

The Allowance Value for an Allowance Item includes the direct cost of labor, materials, equipment, transportation, taxes and insurance associated with the applicable Allowance Item. All other costs, including Contractor’s overall project management and general conditions costs, overhead and fee, are deemed to be included in the Base Bid, and are not subject to adjustment regardless of the actual amount of the Allowance Item.

The District shall have sole discretion to authorize all expenditures from the Allowances. The District shall process expenditures from the Allowances in the form of an Allowance Expenditure Directive (“AED”). Any unused Allowance or unused

portion thereof shall be deducted from the Contract Price to the benefit of the District.

3. The undersigned has reviewed the Work outlined in the Contract Documents and fully understands the scope of Work required in this Proposal, understands the construction and project management function(s) is described in the Contract Documents, and that each Bidder who is awarded a contract shall be in fact a prime contractor, not a subcontractor, to the District, and agrees that its Proposal, if accepted by the District, will be the basis for the Bidder to enter into a contract with the District in accordance with the intent of the Contract Documents.
4. The undersigned has notified the District in writing of any discrepancies or omissions or of any doubt, questions, or ambiguities about the meaning of any of the Contract Documents, and has contacted the Construction Manager before bid date to verify the issuance of any clarifying Addenda.
5. The undersigned agrees to commence work under this Contract on the date established in the Contract Documents and to complete all work within the time specified in the Contract Documents.
6. The liquidated damages clause of the General Conditions and Agreement is hereby acknowledged.
7. It is understood that the District reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of ninety (90) days.
8. The following documents are attached hereto:
 - Bid Bond on the District's form or other security (for electronic submissions, provide a photocopy of the Bid Bond).
 - Designated Subcontractors List
 - Site Visit Certification
 - Non-Collusion Declaration
 - Iran Contracting Act Certification
9. Receipt and acceptance of the following Addenda is hereby acknowledged:

No. _____, Dated _____	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____

10. Bidder acknowledges that the license required for performance of the Work is a _____ license.
11. Bidder hereby certifies that Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work.

12. Bidder specifically acknowledges and understands that if it is awarded the Contract, that it shall perform the Work of the Project while complying with all requirements of the Department of Industrial Relations.
13. Bidder hereby certifies that its bid includes sufficient funds to permit Bidder to comply with all local, state or federal labor laws or regulations during the Project, including payment of prevailing wage, and that Bidder will comply with the provisions of Labor Code section 2810(d) if awarded the Contract.
14. [Bidder agrees to comply with all requirements of the Project Labor Agreement].
15. Bidder specifically acknowledges and understands that if it is awarded the Contract, that it shall perform the Work of the Project while complying with the Davis Bacon Act, applicable reporting requirements, and any and all other applicable requirements for federal funding. If a conflict exists, the more stringent requirement shall control.
16. Bidder represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the Work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the Work that may create, during the Work, unusual or peculiar unsafe conditions hazardous to persons and property.
17. Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the Work with respect to such hazards.
18. Bidder expressly acknowledges that it is familiar with and capable of complying with applicable federal, State, and local requirements relating to COVID-19 or other public health emergency/epidemic/pandemic including, if required, preparing, posting, and implementing a Social Distancing Protocol.
19. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Gov. Code, § 12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.
20. The undersigned Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the Contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents and registered as a public works contractor with the Department of Industrial Relations. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.

Furthermore, Bidder hereby certifies to the District that all representations, certifications, and statements made by Bidder, as set forth in this bid form, are true and correct and are made under penalty of perjury.

Dated this _____ day of _____ 20 ____

Name of Bidder: _____

Type of Organization: _____

Signature: _____

Print Name: _____

Title: _____

Address of Bidder: _____

Taxpayer Identification No. of Bidder: _____

Telephone Number: _____

Fax Number: _____

E-mail: _____ Web Page: _____

Contractor's License No(s): No.: _____ Class: _____ Expiration Date: _____

No.: _____ Class: _____ Expiration Date: _____

No.: _____ Class: _____ Expiration Date: _____

Public Works Contractor Registration No.: _____

END OF DOCUMENT

BID BOND

(Note: If Bidder is providing a bid bond as its bid security, Bidder must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned, _____, as Principal ("Principal"),
and _____, as
Surety ("Surety"), a corporation organized and existing under and by virtue of the laws of
the State of California and authorized to do business as a surety in the State of California,
are held and firmly bound unto the Bakersfield City School District ("District") of Kern
County, State of California, as Obligee, in an amount equal to ten percent (10%) of the
Base Bid plus alternates, in the sum of

_____ Dollars (\$ _____)

lawful money of the United States of America, for the payment of which sum well and truly
to be made, we, and each of us, bind ourselves, our heirs, executors, administrators,
successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted a
bid to the District for all Work specifically described in the accompanying bid for the
following project: _____ ("Project" or "Contract").

NOW, THEREFORE, if the Principal is awarded the Contract and, within the time and manner
required under the Contract Documents, after the prescribed forms are presented to
Principal for signature, enters into a written contract, in the prescribed form in accordance
with the bid, and files two bonds, one guaranteeing faithful performance and the other
guaranteeing payment for labor and materials as required by law, and meets all other
conditions to the Contract between the Principal and the Obligee becoming effective, or if
the Principal shall fully reimburse and save harmless the Obligee from any damage
sustained by the Obligee through failure of the Principal to enter into the written contract
and to file the required performance and labor and material bonds, and to meet all other
conditions to the Contract between the Principal and the Obligee becoming effective, then
this obligation shall be null and void; otherwise, it shall be and remain in full force and
effect. The full payment of the sum stated above shall be due immediately if Principal fails
to execute the Contract within seven (7) days of the date of the District's Notice of Award to
Principal.

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 to the work to be
performed thereunder, or the specifications accompanying the same, shall in any way affect
its obligation under this bond, and it does hereby waive notice of any such change,
extension of time, alteration or addition to the terms of the Contract or the call for bids, or
to the work, or to the specifications.

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

If the District awards the bid, the security of unsuccessful bidder(s) shall be returned within sixty (60) days from the time the award is made. Unless otherwise required by law, no bidder may withdraw its bid for ninety (90) days after the date of the bid opening.

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

Principal

By

Surety

By

Name of California Agent of Surety

Address of California Agent of Surety

Telephone Number of California Agent of Surety

Bidder must attach Power of Attorney and Certificate of Authority for Surety and a Notarial Acknowledgment for all Surety's signatures. The California Department of Insurance must authorize the Surety to be an admitted Surety Insurer.

END OF DOCUMENT

DESIGNATED SUBCONTRACTORS LIST
(Public Contact Code Sections 4100-4114)

PROJECT: _____

Bidder acknowledges and agrees that it must clearly set forth below the name, location and California contractor license number of each subcontractor who will perform work or labor or render service to the Bidder in or about the construction of the Work or who will specially fabricate and install a portion of the Work according to detailed drawings contained in the plans and specifications in an amount in excess of one-half of one percent (0.5%) of Bidder's total Base Bid and the kind of Work that each will perform. Vendors or suppliers of materials only do not need to be listed.

Bidder acknowledges and agrees that, if Bidder fails to list as to any portion of Work, or if Bidder lists more than one subcontractor to perform the same portion of Work, Bidder must perform that portion itself or be subjected to penalty under applicable law. In case more than one subcontractor is named for the same kind of Work, state the portion of the kind of Work that each subcontractor will perform.

If alternate bid(s) is/are called for and Bidder intends to use subcontractors different from or in addition to those subcontractors listed for work under the Base Bid, Bidder must list subcontractors that will perform Work in an amount in excess of one half of one percent (0.5%) of Bidder's total Base Bid plus alternate(s).

If further space is required for the list of proposed subcontractors, attach additional copies of page 2 showing the required information, as indicated below.

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Date: _____

Proper Name of Bidder: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

SITE VISIT CERTIFICATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID
IF SITE VISIT WAS MANDATORY

PROJECT: Fremont Elementary School – Campus HVAC System Upgrades

Check option that applies:

_____ I certify that I visited the Site of the proposed Work, received the attached _____ pages of information, and became fully acquainted with the conditions relating to construction and labor. I fully understand the facilities, difficulties, and restrictions attending the execution of the Work under contract.

_____ I certify that _____ (Bidder's representative) visited the Site of the proposed Work, received the attached _____ pages of information, and became fully acquainted with the conditions relating to construction and labor. The Bidder's representative fully understood the facilities, difficulties, and restrictions attending the execution of the Work under contract.

Bidder fully indemnifies the Bakersfield City School District, its Architect, its Engineers, its Construction Manager, and all of their respective officers, agents, employees, and consultants from any damage, or omissions, related to conditions that could have been identified during my visit and/or the Bidder's representative's visit to the Site.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: _____

Proper Name of Bidder: _____

Signature: _____

Print Name: _____

Title: _____

ATTACHMENTS:

- 1.**
- 2.**
- 3.**

END OF DOCUMENT

**NON-COLLUSION DECLARATION
(Public Contract Code Section 7106)**

The undersigned declares:

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

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 _____,
[Date]

at _____, _____.
[City] [State]

Date: _____

Proper Name of Bidder: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

IRAN CONTRACTING ACT CERTIFICATION
(Public Contract Code Sections 2202-2208)

PROJECT/CONTRACT NO.: _____ between the Bakersfield City School District ("District") and _____ ("Contractor" or "Bidder") ("Contract" or "Project").

Prior to bidding on or submitting a proposal for a contract for goods or services of \$1,000,000 or more, the bidder/proposer must submit this certification pursuant to Public Contract Code section 2204.

The bidder/proposer must complete **ONLY ONE** of the following two options. To complete OPTION 1, check the corresponding box **and** complete the certification below. To complete OPTION 2, check the corresponding box, complete the certification below, and attach documentation demonstrating the exemption approval.

- OPTION 1.** Bidder/Proposer is not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code section 2203(b), and we are not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.
- OPTION 2.** Bidder/Proposer has received a written exemption from the certification requirement pursuant to Public Contract Code sections 2203(c) and (d). *A copy of the written documentation demonstrating the exemption approval is included with our bid/proposal.*

CERTIFICATION:

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY, that I am duly authorized to legally bind the bidder/proposer to the OPTION selected above. This certification is made under the laws of the State of California.

<i>Vendor Name/Financial Institution (Printed)</i>	<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	<i>Date Executed</i>

END OF DOCUMENT

WORKERS' COMPENSATION CERTIFICATION

PROJECT/CONTRACT NO.: _____ between the Bakersfield City School District ("District") and _____ ("Contractor" or "Bidder") ("Contract" or "Project").

Labor Code section 3700, in relevant part, provides:

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

- a. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state; and/or
- b. 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 his employees.

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

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

(In accordance with Labor Code sections 1860 and 1861, the above certificate must be signed and filed with the awarding body prior to performing any Work under this Contract.)

END OF DOCUMENT

**PREVAILING WAGE AND
RELATED LABOR REQUIREMENTS CERTIFICATION**

PROJECT/CONTRACT NO.: _____ between the Bakersfield City School District ("District") and _____ ("Contractor" or "Bidder") ("Contract" or "Project").

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours' notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project including, without limitation, labor compliance monitoring and enforcement by the Department of Industrial Relations.

I hereby certify that I will also conform to the Federal Labor Standards Provisions regarding minimum wages, withholding, payrolls and basic records, apprentice and trainee employment requirements, equal employment opportunity requirements, Copeland Act requirements, Davis-Bacon and Related Act requirements, Contract Work Hours and Safety Standards Act requirements, and any and all other applicable requirements for federal funding for all Work on the above Project.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

**DISABLED VETERAN BUSINESS
ENTERPRISE PARTICIPATION CERTIFICATION**

PROJECT/CONTRACT NO.: _____ between the Bakersfield City School District ("District") and _____ ("Contractor" or "Bidder") ("Contract" or "Project").

GENERAL INSTRUCTIONS

Section 17076.11 of the Education Code requires school districts using, or planning to use, funds allocated pursuant to the State of California School Facility Program ("Program") for the construction and/or modernization of school buildings to have a participation goal for disabled veteran business enterprises ("DVBE") of at least three percent (3%) per year of the overall dollar amount expended each year by the school district on projects that receive state funding. Therefore, the lowest responsive responsible Bidder awarded the Contract must submit this document to the District with its executed Agreement, identifying the steps contractor took to solicit DVBE participation in conjunction with this Contract. This form must be provided to the District no later than **four (4)** calendar days after bid opening. **Do not submit this form with your bids.**

PART I – Method of Compliance with DVBE Participation Goals. Check the appropriate box to indicate your method of committing the contract dollar amount.

YOUR BUSINESS ENTERPRISE IS:	AND YOU WILL	AND YOU WILL
1.01 <input type="checkbox"/> Disabled veteran owned and your forces will perform at least 3% of this Contract	Include a copy of your DVBE letter from Office of Small Business and Disabled Veterans Business Enterprise Services ("OSDS")*	Complete Part 1 of this form and the Certification
1.02 <input type="checkbox"/> Disabled veteran owned but is unable to perform 3% of this Contract with your forces	Use DVBE subcontractors /suppliers to bring the Contract participation to at least 3%	Include a copy of each DVBE's letter from OSDS (including yours, if applicable), and complete Part 1 of this form and the Certification
1.03 <input type="checkbox"/> NOT disabled veteran owned	Use DVBE subcontractors /suppliers for at least 3% of this Contract	
1.04 <input type="checkbox"/> Unable to meet the required participation goals after good faith efforts	Make good faith efforts, including contacts, advertisement and DVBE solicitation	Complete all of this form and the Certification

* A DVBE letter from OSDS is obtained from the participating DVBE.

You must complete the following table to show the dollar amount of DVBE participation:

	TOTAL CONTRACT PRICE
1.01 Prime Bidder, if DVBE (own participation)	\$
1.02 DVBE Subcontractor or Supplier	
A.	
B.	
C.	
D.	
1.03 Subtotal (A & B)	
1.04 Non-DVBE	
1.05 Total Bid	

PART II – Contacts. To identify DVBE subcontractors/suppliers for participation in your contract, you must contact each of the following categories. You should contact several DVBE organizations.

CATEGORY	TELEPHONE NUMBER	DATE CONTACTED	PERSON CONTACTED
A. The District, if any			*
B. OSDS, provides assistance locating DVBEs at https://caleprocure.ca.gov/pages/PublicSearch/supplier-search.aspx	(916) 375-4940		*
C. DVBE Organization (List)			*

*Write "recorded message" in this column, if applicable.

PART III – Advertisement. You must advertise for DVBE participation in both a trade and focus paper. List the advertisement you place to solicit DVBE participation. Advertisements should be published at least fourteen (14) days prior to bid/proposal opening; if you cannot advertise fourteen (14) days prior, advertisements should be published as soon as possible. Advertisements must include that your firm is seeking DVBE participation, the project name and location, and your firm’s name, your contact person, and telephone number. Attach copies of advertisements to this form.

FOCUS/TRADE PAPER NAME	CHECK ONE		DATE OF ADVERTISEMENT
	TRADE	FOCUS	

PART IV – DVBE Solicitations. List DVBE subcontractors/suppliers that were invited to bid. Use the following instructions to complete the remainder of this section (read the three columns as a sentence from left to right). If you need additional space to list DVBE solicitations, please use a separate page and attach to this form.

IF THE DVBE.....	THEN.....	AND.....		
was selected to participate	Check "YES" in the "SELECTED" column	include a copy of their DVBE letter(s) from OSDS		
was NOT selected to participate	Check "NO" in the "SELECTED" column	state why in the "REASON NOT SELECTED" column		
did not respond to your solicitation	Check the "NO RESPONSE" column.			
DVBE CONTACTED	SELECTED		REASON NOT SELECTED	NO RESPONSE
	YES	NO		

A copy of this form must be retained by you and may be subject to a future audit.

CERTIFICATION

I, _____, certify that I am the bidder's _____ and that I have made a diligent effort to ascertain the facts with regard to the representations made herein. In making this certification, I am aware of section 12650 et seq. of the Government Code providing for the imposition of treble damages for making false claims.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

DRUG-FREE WORKPLACE CERTIFICATION

PROJECT/CONTRACT NO.: _____ between the Bakersfield City School District ("District") and _____ ("Contractor" or "Bidder") ("Contract" or "Project").

This Drug-Free Workplace Certification form is required from the successful Bidder pursuant to 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 doing 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.

The District is not a "state agency" as defined in the applicable section(s) of the Government Code, but the District is a local agency and public school district under California law and requires all contractors on District projects to comply with the provisions and requirements of the Drug-Free Workplace Act of 1990.

Contractor must also comply with the provisions of Health & Safety Code section 11362.3 which prohibits the consumption or possession of cannabis or cannabis products in any public place, including school grounds, and specifically on school grounds while children are present.

Contractor shall certify that it will provide a drug-free workplace by doing all of the following:

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

condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

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

I also understand that if the 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 the aforementioned Act.

I acknowledge that I am aware of the provisions of and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990 and Health and Safety Code section 11362.3.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

TOBACCO-FREE ENVIRONMENT CERTIFICATION

PROJECT/CONTRACT NO.: _____ between the Bakersfield City School District ("District") and _____ ("Contractor" or "Bidder") ("Contract" or "Project").

This Tobacco-Free Environment Certification form is required from the successful Bidder.

Pursuant to, without limitation, 20 U.S.C. section 6083, Labor Code section 6400 et seq., Health & Safety Code section 104350 et seq., Business and Professions Code section 22950 et seq., and District Board policies, all District sites, including the Project site, are tobacco-free environments. Smoking and the use of tobacco products by all persons is prohibited on or in District property. District property includes school buildings, school grounds, school-owned vehicles and vehicles owned by others while on District property. The prohibition on smoking includes the use of any electronic smoking device that creates an aerosol or vapor, in any manner or in any form, and the use of any oral smoking device for the purpose of circumventing the prohibition of tobacco smoking. Further, Health & Safety Code section 11362.3 prohibits the smoking or use of cannabis or cannabis products in any place where smoking tobacco is prohibited.

I acknowledge that I am aware of the District's policy regarding tobacco-free environments at District sites, including the Project site and hereby certify that I will adhere to the requirements of that policy and not permit any of my firm's employees, agents, subcontractors, or my firm's subcontractors' employees or agents, to use tobacco and/or smoke on the Project site.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

HAZARDOUS MATERIALS CERTIFICATION

PROJECT/CONTRACT NO.: _____ between Bakersfield City School District ("District") and _____ ("Contractor" or "Bidder") ("Contract" or "Project").

- 23. Contractor hereby certifies that no asbestos, or asbestos-containing materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations, ("New Hazardous Material"), shall be furnished, installed, or incorporated in any way into the Project or in any tools, devices, clothing, or equipment used to affect any portion of Contractor's work on the Project for District.
- 24. Contractor further certifies that it has instructed its employees with respect to the above-mentioned standards, hazards, risks, and liabilities.
- 25. Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (0.1%) asbestos shall be defined as asbestos-containing material.
- 26. Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the District's determination. The costs of any such tests shall be paid by Contractor if the material is found to be New Hazardous Material.
- 27. All Work or materials found to be New Hazardous Material or Work or material installed with equipment containing New Hazardous Material will be immediately rejected and this Work will be removed at Contractor's expense at no additional cost to the District.
- 28. Contractor has read and understood the document titled Hazardous Materials Procedures & Requirements, and shall comply with all the provisions outlined therein. Contractor certifies that it is knowledgeable of, and shall comply with, all laws applicable to the Work including, but not limited to, all federal, state, and local laws, statutes, standards, rules, regulations, and ordinances applicable to the Work.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

LEAD-BASED MATERIALS CERTIFICATION

PROJECT/CONTRACT NO.: _____ between the Bakersfield City School District ("District") and _____ ("Contractor" or "Bidder") ("Contract" or "Project").

This certification provides notice to the Contractor that:

- (1) Contractor's work may disturb lead-containing building materials.
- (2) Contractor shall notify the District if any work may result in the disturbance of lead-containing building materials.
- (3) Contractor shall comply with the Renovation, Repair and Painting Rule, if lead-based paint is disturbed in a six-square-foot or greater area indoors or a 20-square-foot or greater area outdoors.

1. Lead as a Health Hazard

Lead poisoning is recognized as a serious environmental health hazard facing children today. Even at low levels of exposure, much lower than previously believed, lead can impair the development of a child's central nervous system, causing learning disabilities, and leading to serious behavioral problems. Lead enters the environment as tiny lead particles and lead dust disburse when paint chips, chalks, peels, wears away over time, or is otherwise disturbed. Ingestion of lead dust is the most common pathway of childhood poisoning; lead dust gets on a child's hands and toys and then into a child's mouth through common hand-to-mouth activity. Exposures may result from construction or remodeling activities that disturb lead paint, from ordinary wear and tear of windows and doors, or from friction on other surfaces.

Ordinary construction and renovation or repainting activities carried out without lead-safe work practices can disturb lead-based paint and create significant hazards. Improper removal practices, such as dry scraping, sanding, or water blasting painted surfaces, are likely to generate high volumes of lead dust.

Because the Contractor and its employees will be providing services for the District, and because the Contractor's work may disturb lead-containing building materials, CONTRACTOR IS HEREBY NOTIFIED of the potential presence of lead-containing materials located within certain buildings utilized by the District. All school buildings built prior to 1978 are presumed to contain some lead-based paint until sampling proves otherwise.

2. Overview of California Law

Education Code section 32240 et seq. is known as the Lead-Safe Schools Protection Act. Under this act, the Department of Health Services is to conduct a sample survey of schools in the State of California for the purpose of developing risk factors to predict lead contamination in public schools. (Ed. Code, § 32241.)

Any school that undertakes any action to abate existing risk factors for lead is required to utilize trained and state-certified contractors, inspectors, and workers. (Ed. Code, § 32243, subd. (b).) Moreover, lead-based paint, lead plumbing, and solders, or other potential sources of lead contamination, shall not be utilized in the construction of any new school facility or the modernization or renovation of any existing school facility. (Ed. Code, § 32244.)

Both the Federal Occupational Safety and Health Administration ("Fed/OSHA") and the California Division of Occupational Safety and Health ("Cal/OSHA") have implemented safety orders applicable to all construction work where a contractor's employee may be occupationally exposed to lead.

The OSHA Regulations apply to all construction work where a contractor's employee may be occupationally exposed to lead. The OSHA Regulations contain specific and detailed requirements imposed on contractors subject to those regulations. The OSHA Regulations define construction work as work for construction, alteration, and/or repair, including painting and decorating. Regulated work includes, but is not limited to, the following:

- a. Demolition or salvage of structures where lead or materials containing lead are present;
- b. Removal or encapsulation of materials containing lead;
- c. New construction, alteration, repair, or renovation of structures, substrates, or portions thereof, that contain lead, or materials containing lead;
- d. Installation of products containing lead;
- e. Lead contamination/emergency cleanup;
- f. Transportation, disposal, storage, or containment of lead or materials containing lead on the site or location at which construction activities are performed; and
- g. Maintenance operations associated with the construction activities described in the subsection.

Because it is assumed by the District that all painted surfaces (interior as well as exterior) within the District contain some level of lead, it is imperative that the Contractor, its workers and subcontractors fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials (including title 8, California Code of Regulations, section 1532.1).

Contractor shall notify the District if any Work may result in the disturbance of lead-containing building materials. Any and all Work that may result in the disturbance of lead-containing building materials shall be coordinated through the District. A signed copy of this Certification shall be on file prior to beginning Work on the Project, along with all current insurance certificates.

3. Renovation, Repair and Painting Rule, Section 402(c)(3) of the Toxic Substances Control Act

The EPA requires lead safe work practices to reduce exposure to lead hazards created by renovation, repair and painting activities that disturb lead-based paint. Pursuant to the Renovation, Repair and Painting Rule (RRP), renovations in homes, childcare facilities, and schools built prior to 1978 must be conducted by certified renovations firms, using renovators with training by a EPA-accredited training provider, and fully and adequately complying with all applicable laws, rules and regulations governing lead-based materials, including those rules and regulations appearing within title 40 of the Code of Federal Regulations as part 745 (40 CFR 745).

The RRP requirements apply to all contractors who disturb lead-based paint in a six-square-foot or greater area indoors or a 20-square-foot or greater area outdoors. If a DPH-certified inspector or risk assessor determines that a home constructed before 1978 is lead-free, the federal certification is not required for anyone working on that particular building.

4. Contractor's Liability

If the Contractor fails to comply with any applicable laws, rules, or regulations, and that failure results in a site or worker contamination, the Contractor will be held solely responsible for all costs involved in any required corrective actions, and shall defend, indemnify, and hold harmless the District, pursuant to the indemnification provisions of the Contract, for all damages and other claims arising therefrom.

If lead disturbance is anticipated in the Work, only persons with appropriate accreditation, registrations, licenses, and training shall conduct this Work.

It shall be the responsibility of the Contractor to properly dispose of any and all waste products, including, but not limited to, paint chips, any collected residue, or any other visual material that may occur from the prepping of any painted surface. It will be the responsibility of the Contractor to provide the proper disposal of any hazardous waste by a certified hazardous waste hauler. This company shall be registered with the Department of Transportation (DOT) and shall be able to issue a current manifest number upon transporting any hazardous material from any school site within the District.

The Contractor shall provide the District with any sample results prior to beginning Work, during the Work, and after the completion of the Work. The District may request to examine, prior to the commencement of the Work, the lead training records of each employee of the Contractor.

THE CONTRACTOR HEREBY ACKNOWLEDGES, UNDER PENALTY OF PERJURY, THAT IT:

1. HAS RECEIVED NOTIFICATION OF POTENTIAL LEAD-BASED MATERIALS ON THE OWNER'S PROPERTY;
2. IS KNOWLEDGEABLE REGARDING AND WILL COMPLY WITH ALL APPLICABLE LAWS, RULES, AND REGULATIONS GOVERNING WORK WITH, AND DISPOSAL, OF LEAD.

THE UNDERSIGNED WARRANTS THAT HE/SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF AND BIND THE CONTRACTOR. THE DISTRICT MAY REQUIRE PROOF OF SUCH AUTHORITY.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

IMPORTED MATERIALS CERTIFICATION

PROJECT/CONTRACT NO.: _____ between the Bakersfield City School District ("District") and _____ ("Contractor" or "Bidder") ("Contract" or "Project").

This form shall be executed by all entities that, in any way, provide or deliver and/or supply any soils, aggregate, or related materials ("Fill") to the Project Site and shall be provided to the District at least ten (10) days before delivery. All Fill shall satisfy all requirements of any environmental review of the Project performed pursuant to the statutes and guidelines of the California Environmental Quality Act, section 21000 et seq. of the Public Resources Code ("CEQA"), and all requirements of section 17210 et seq. of the Education Code, including requirements for a Phase I environmental assessment acceptable to the State of California Department of Education and Department of Toxic Substances Control.

Certification of: Delivery Firm/Transporter Supplier Manufacturer
 Wholesaler Broker Retailer
 Distributor Other _____

Type of Entity Corporation General Partnership
 Limited Partnership Limited Liability Company
 Sole Proprietorship Other _____

Name of firm ("Firm"): _____

Mailing address: _____

Addresses of branch office used for this Project: _____

If subsidiary, name and address of parent company: _____

By my signature below, I hereby certify that I am aware of section 25260 of the Health and Safety Code and the sections referenced therein regarding the definition of hazardous material. I further certify on behalf of the Firm that all soils, aggregates, or related materials provided, delivered, and/or supplied or that will be provided, delivered, and/or supplied by this Firm to the Project Site are free of any and all hazardous material as defined in section 25260 of the Health and Safety Code. I further certify that I am authorized to make this certification on behalf of the Firm.

Date: _____

Proper Name of Firm: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

**CRIMINAL BACKGROUND INVESTIGATION/
FINGERPRINTING CERTIFICATION**

PROJECT/CONTRACT NO.: _____ between the Bakersfield City School District ("District") and _____ ("Contractor" or "Bidder") ("Contract" or "Project").

The undersigned does hereby certify to the District that I am a representative of the Contractor currently under contract with the District; that I am familiar with the facts herein certified; and that I am authorized and qualified to execute this certificate on behalf of Contractor.

Contractor certifies that it has taken at least one of the following actions (check all that apply):

- Pursuant to Education Code section 45125.2(a), Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Contractor's employees, Subcontractors or suppliers and District pupils at all times; and/or
- Pursuant to Education Code section 45125.2(a), Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice ("DOJ") has ascertained, or as described below, will ascertain, has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor's and its subcontractors' or suppliers' employees is:

Name: _____

Title: _____

NOTE: If Contractor is a sole proprietor, and elects the above option, Contractor must have the above-named employee's fingerprints prepared and submitted by District for submission to the DOJ, in accordance with Education Code section 45125.1(h). No work shall commence until such determination by DOJ has been made.

- Pursuant to Education Code section 45125.2(a), the District will take appropriate steps to protect the safety of any pupils that may come in contact with Contractor's employees, subcontractors or suppliers so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.2 shall not apply to Contractor under the Contract.
- The Work on the Contract is either (i) at an unoccupied school site and no employee of Contractor and/or subcontractor or supplier of any tier of the Contract shall come in contact with the District pupils or (ii) if Contractor's employees or any subcontractor or supplier of any tier of the Contract interacts with pupils, such interaction shall only take place under the immediate supervision and control of the pupil's parent or guardian or a school employee, so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Contractor under the Contract.

- The Contractor, who is not a sole proprietor, has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees and all of its Subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the DOJ has determined (A) that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). When the Contractor performs the criminal background check, it shall immediately provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service. No work shall commence until the Department of Justice ascertains that Contractor's employees and any subcontractors' employees have not been convicted of a felony as defined in Education Code Section 45122.1.

A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto as ATTACHMENT "A;" and/or

- The Contractor is a sole proprietor and intends to comply with the fingerprinting requirements of Education Code section 45125.1(h) with respect to all Contractor's employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and hereby agrees to the District's preparation and submission of fingerprints such that the DOJ may determine (A) that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). No work shall commence until the Department of Justice ascertains that Contractor's employees and any subcontractors' employees have not been convicted of a felony as defined in Education Code Section 45122.1.

Contractor's responsibility for background clearance extends to all of its employees, Subcontractors or suppliers, and employees of Subcontractors or suppliers coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Date: _____
Proper Name of Contractor: _____
Signature: _____
Print Name: _____
Title: _____

[CONTINUED ON NEXT PAGE]

ATTACHMENT "A"

List of Employees/Subcontractors

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

If further space is required for the list of employees/subcontractors, attach additional copies of this page.

END OF DOCUMENT

By my signature below, I hereby certify that, to the best of my knowledge, the contents of this disclosure are true, or are believed to be true. I further certify on behalf of the Firm that I am aware of section 3000 et seq. of the California Public Contract Code, and the sections referenced therein regarding the penalties for providing false information or failing to disclose a financial relationship in this disclosure. I further certify that I am authorized to make this certification on behalf of the Firm.

Date: _____

Proper Name of Firm: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

FEDERAL DEBARMENT CERTIFICATION

PROJECT/CONTRACT NO.: 23247.00-12 between the Bakersfield City School District ("District") and _____ ("Contractor" or "Bidder") ("Contract" or "Project").

1. Bidder certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or Board;
 - b. Have not within a three-year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where Bidder is unable to certify to any of the statements in this certification, Bidder shall attach an explanation to this certification.

3. Bidder agrees to include the following certification in all subcontracts, for all lower tiers:

"Debarment and Suspension Certification - By submission of its proposal, the contractor (or vendor, or consultant, depending on the transaction) certifies to the best of its knowledge and belief that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency in accordance with 2 CFR 200.213 and 2 CFR 180."

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

II. BYRD ANTI-LOBBYING CERTIFICATION

**Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts
Exceeding \$100,000 in Federal Funds**

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of their knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub- recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor

Address

Certified by: (type or print)

Title

Signature

Date

Disclosure of Lobbying Activities

Approved by OMB
0348-004

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See following page for public burden disclosure)

1. Type of Federal Action: <input type="checkbox"/> contract <input type="checkbox"/> grant <input type="checkbox"/> cooperative agreement loan <input type="checkbox"/> loan guarantee <input type="checkbox"/> loan insurance	2. Status of Federal Action: <input type="checkbox"/> proposal/offer/application <input type="checkbox"/> initial award <input type="checkbox"/> post-award	3. Report Type: <input type="checkbox"/> initial filing <input type="checkbox"/> material change For material change only: Year _____ quarter _____ Date of last report _____
4. Name and Address of Reporting Entity: _____ Prime _____ Subawardee Tier _____, if Known: Congressional District, if known:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, <i>if applicable</i> : _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	10b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: ____	
Federal Use Only	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)	

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to Title 31, U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

END OF DOCUMENT

REGISTERED SUBCONTRACTORS LIST
(Labor Code Section 1771.1)

PROJECT: _____

Date Submitted (for Updates): _____

Contractor acknowledges and agrees that it must clearly set forth below the name and Department of Industrial Relations (DIR) registration number of each subcontractor **for all tiers** who will perform work or labor or render service to Contractor or its subcontractors in or about the construction of the Work **at least two (2) weeks before the subcontractor is scheduled to perform work**. This document is to be updated as all tiers of subcontractors are identified.

Contractor acknowledges and agrees that, if Contractor fails to list as to any subcontractor of any tier who performs any portion of Work, the Contract is subject to cancellation and the Contractor will be subjected to penalty under applicable law.

If further space is required for the list of proposed subcontractors, attach additional copies of page 2 showing the required information, as indicated below.

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Date: _____

Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

POST BID INTERVIEW

PART 5 – GENERAL

5.01 SUMMARY

If requested by the District, this Section requires the apparent low bidder to attend and participate in a Post Bid Interview with the Construction Manager, prior to award of any contract by the District. The Post Bid Interview will be scheduled by the Construction Manager within three (3) calendar days after the date of bid.

5.02 REQUIRED ATTENDANCE

- A. A duly authorized representative of the apparent low bidder is required to attend the Post Bid Interview, in person.
- B. The apparent low bidder's authorized representative(s) must have (1) knowledge of how the bid submitted was prepared, (2) the person responsible for supervising performance of the Work, and (3) the authority to bind the apparent low bidder.
- C. Failure to attend the Post Bid Interview as scheduled will be considered just cause for the District to reject the Bid as nonresponsive.

5.03 POST BID INTERVIEW PROCEDURE

- A. The Construction Manager will review the Bid with the attendees.
- B. The Construction Manager will review the Contract Documents with the attendees, including but not limited to:
 - (1) Insurance
 - (2) Bonding
 - (3) Addenda
 - (4) Pre-Bid Clarifications
 - (5) Scope of Work
 - (6) Bid Packages Descriptions
 - (7) Bid Alternates
 - (8) Contract Plans
 - (9) Contract Specifications
 - (10) Project Schedule and Schedule Requirements
 - (11) Critical Dates Requirement for Other Bid Packages

- (12) Prevailing Wage Requirements
- (13) Liquidated Damages
- (14) Required Documentation for Contract Administration
- (15) Contract Coordination Requirements

5.04 POST BID INTERVIEW DOCUMENTATION

The Construction Manager will document the Post Bid Interview on the form attached to this Section. Both the apparent low bidder and the Construction Manager are required to sign the Post Bid Interview Documentation.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

POST BID INTERVIEW

CONSTRUCTION MANAGER

[Name]
[Address 1]
[Address 2]
[Phone] [Fax]

BIDDER: _____

DATE: _____ TIME: _____ PHONE: _____

V. INTRODUCTIONS:

Present

A.

CONTRACTOR

[CM]

CONTRACTOR

[CM]

VI. PROPOSED CONTRACT:

VII. PURPOSE OF INTERVIEW IS TO ASSURE A MUTUAL UNDERSTANDING OF THE FOLLOWING:

- A. Do you acknowledge submission of a complete and accurate bid? Yes No
- B. Do you acknowledge the Bid Document submittal timelines after NOA and NTP and can you meet those timelines? Yes No
- C. Do you acknowledge the requirements for the escrow of bid documents? Yes No
- D. Are you comfortable with your listed subcontractors? Yes No

CONTRACTUAL REQUIREMENTS:

VIII.

- A. Do you understand you are a prime contractor? Yes No
- B. Can you meet specified insurance requirements? Yes No
 - 1. Do any of your policies that require Additional Insured endorsements exceed the minimum coverage requirements? Yes No
 - 2. Are you requesting that the District accept an Excess Liability Insurance Policy to meet the policy limit? Yes No
 - 3. Will there be a gap between the per occurrence amount of any underlying policy and the start of the coverage under the Umbrella or Excess Liability Insurance Policy? Yes No

- C. Will you provide the Performance Bond and Labor and Material Bond for 100% of the Contract Price as stipulated? Yes No
- 1. Cost for bonds: _____% Yes No
- 2. Is the cost of your bonds in your base bid? Yes No
- 3. Is your surety licensed to issue bonds in California? Yes No
- D. Do you understand the fingerprinting requirements? Yes No
- E. Is it understood that all workers must be paid prevailing wage? Yes No
- F. Is it understood that all subcontractors of every tier must be registered as a public works contractor with the Department of Industrial Relations? Yes No

IX. SCOPE OF WORK:

- A. Acknowledged Receipt of Addenda #1-___ Yes No
- B. Are the costs for addenda items included in your bid? (if applicable) Yes No
- C. Do you have a complete understanding of your Scope of Work under the proposed Agreement? Yes No
- D. You have re-reviewed the documents and understand the Scope of the Work. Are there any items that require clarification? If yes, please identify them. Yes No

- 1. _____

- 2. _____

- 3. _____

Is (are) there additional cost(s) for the above item(s)? Yes No

- E. Is the cost for allowance included in your bid? Yes No
- F. Have you reviewed bid alternative(s) #1-___? (if applicable) Yes No
- G. Are the costs for bid alternatives included in your bid? Yes No
- H. Are the plans and specifications clear and understandable to your satisfaction? Yes No

I. Do you acknowledge that the time to submit notice of requests for substitution of specified materials has expired? Yes No

X. SCHEDULE:

A. Do you acknowledge and agree to the stipulated completion dates and milestones in the contract? Yes No

1. Will you provide a detailed construction schedule to _____ within the required ten (10) days of the Notice to Proceed, per the contract? Yes No

2. Can you meet the submittal deadline? Yes No

3. It is understood that the Project schedule is critical and that that weekend and overtime work may be required to meet the milestones. Yes No

4. It is understood that if rain does occur, then all dewatering and protection of work is required, per the contract. If not, what do you believe must change and why? Yes No

B. Identify critical materials, deliveries, long lead items and other dependencies, including Owner Furnished items that could affect the completion of your work. Yes No

- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____

C. Do you understand that there is going to be maintenance and other construction taking place on site during the course of the project? Yes No

XI. EXECUTION OF WORK

A. Do you understand the access to the site? Yes No

B. Do you understand the staging area restrictions? Yes No

C. Have you included protection of [asphalt, floors, and roofs]? Yes No

D. Do you understand that the site is occupied by students, teachers, administrators, parents, etc.? Yes No

XII. CONTRACTOR COMMENTS/SUGGESTIONS:

- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____

XIII. CONTRACTOR

You agree the information contained herein is part of your contractual obligations. Your signature acknowledges your agreement to perform all Work in the Contract Documents, and that costs for all Work are included in your bid.

The foregoing information is true and accurate, and I am authorized to sign as an officer of the company I am representing.

[Company Name]

Signature _____ Title: _____

Date: _____

XIV. CONSTRUCTION MANAGER

Signature _____ Title: _____

Date: _____

Title of Document: POST BID INTERVIEW

Number of Pages: _____

Date of Document: _____

END OF DOCUMENT

NOTICE OF AWARD

Dated: _____ 20__

To: _____ (Contractor)

(Address)

From: Governing Board ("Board") of the Bakersfield City School District ("District")

Re: _____, Project No. _____ ("Project").

Contractor has been awarded the Contract for the above-referenced Project on _____, 20__, by action of the District's Board **OR** "by action of the superintendent or superintendent's designee pursuant to a delegation of authority by the District's Board pending ratification."

The Contract Price is _____ Dollars (\$_____), and includes alternates _____.

Three (3) copies of each of the Contract Documents (except Drawings) accompany this Notice of Award. Three (3) sets of the Drawings will be delivered separately or otherwise made available. Additional copies are available at cost of reproduction.

You must comply with the following conditions precedent within **SEVEN (7)** calendar days of the date of this Notice of Award.

The Contractor shall execute and submit the following documents by 5:00 p.m. of the **SEVENTH (7th)** calendar day following the date of the Notice of Award.

- a. Agreement: To be executed by successful Bidder. Submit three (3) copies, each bearing an original signature.
- b. Escrow of Bid Documentation: This must include all required documentation. See the document titled Escrow Bid Documentation for more information.
- c. Performance Bond (100%): On the form provided in the Contract Documents and fully executed as indicated on the form.
- d. Payment Bond (Contractor's Labor & Material Bond) (100%): On the form provided in the Contract Documents and fully executed as indicated on the form.
- e. Insurance Certificates and Endorsements as required.
- f. Workers' Compensation Certification.
- g. Prevailing Wage and Related Labor Requirements Certification.
- h. Disabled Veteran Business Enterprise Participation Certification.

- i. Drug-Free Workplace Certification.
- j. Tobacco-Free Environment Certification.
- k. Hazardous Materials Certification.
- l. Lead-Based Materials Certification.
- m. Imported Materials Certification.
- n. Criminal Background Investigation/Fingerprinting Certification.
- o. Roofing Project Certification: from Contractor, Material Manufacturer and/or Vendor.

Failure to comply with these conditions within the time specified will entitle District to consider your bid abandoned, to annul this Notice of Award, and to declare your Bid Security forfeited, as well as any other rights the District may have against the Contractor.

After you comply with those conditions, District will return to you one fully signed counterpart of the Agreement.

BAKERSFIELD CITY SCHOOL DISTRICT

BY: _____

NAME: _____

TITLE: _____

END OF DOCUMENT

AGREEMENT

THIS AGREEMENT IS MADE AND ENTERED INTO THIS _____ DAY OF _____
_____, 20____, by and between the Bakersfield City School District ("District") and _____
_____ ("Contractor") ("Agreement").

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

15. **The Work:** Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, and material necessary to perform and complete in a good and workmanlike manner, the work of the following project:

Fremont Elementary School – Campus HVAC System Upgrades

("Project" or "Contract" or "Work")

It is understood and agreed that the Work shall be performed and completed as required in the Contract Documents including, without limitation, the Drawings and Specifications and submission of all documents required to secure funding or by the Division of the State Architect for close-out of the Project, under the direction and supervision of, and subject to the approval of, the District or its authorized representative.

16. **The Contract Documents:** The complete Contract consists of all Contract Documents as defined in the General Conditions and incorporated herein by this reference. Any and all obligations of the District and Contractor are fully set forth and described in the Contract Documents. All Contract Documents are intended to cooperate so that any Work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all Contract Documents.
17. **Interpretation of Contract Documents:** Should any question arise concerning the intent or meaning of Contract Documents, including the Drawings or Specifications, the question shall be submitted to the District for interpretation. If a conflict exists in the Contract Documents, valid, written modifications, beginning with the most recent, shall control over this Agreement (if any), which shall control over the Special Conditions, which shall control over any Supplemental Conditions, which shall control over the General Conditions, which shall control over the remaining Division 0 documents, which shall control over Division 1 Documents which shall control over Division 2 through Division 49 documents, which shall control over figured dimensions, which shall control over large-scale drawings, which shall control over small-scale drawings. In the case of a discrepancy or ambiguity solely between and among the Drawings and Specifications, the discrepancy or ambiguity shall be resolved in favor of the interpretation that will provide District with the functionally complete and operable Project described in the Drawings and Specifications. In no case shall a document calling for lower quality and/or quantity material or workmanship control. The decision of the District in the matter shall be final.
18. **Time for Completion:** It is hereby understood and agreed that the Work under this Contract shall be completed within **Two-Hundred and Forty-Four (244)** consecutive calendar days ("Contract Time") from the date specified in the District's

Notice to Proceed. Please reference the Phased Completion Timelines as required by the District.

a. **Phase 1 (Buildings E & F, Rooms R19-20, and Campus-Wide Fire Alarm Upgrades)**

- | | | |
|-----|------------------------------|----------|
| (1) | Construction Start Date | 4/8/2024 |
| (2) | Construction Completion Date | 8/8/2024 |

b. **Phase 2 (Buildings C & D)**

- | | | |
|-----|------------------------------|-----------|
| (1) | Construction Start Date | 8/8/2024 |
| (2) | Construction Completion Date | 12/8/2024 |

19. **Completion - Extension of Time:** Should the Contractor fail to complete this Contract, and the Work provided herein, within the time fixed for completion, due allowance being made for the contingencies provided for herein, the Contractor shall become liable to the District for all loss and damage that the District may suffer on account thereof. The Contractor shall coordinate its Work with the Work of all other contractors. The District shall not be liable for delays resulting from Contractor's failure to coordinate its Work with other contractors in a manner that will allow timely completion of Contractor's Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the Work of other contractors.
20. **Liquidated Damages:** Time is of the essence for all work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Contractor's delay; therefore, Contractor agrees that it shall pay to the District the sum of One-Thousand Dollars (\$1,000.00) per day as liquidated damages for each and every day's delay beyond the time herein prescribed in completion of the Work.

It is hereby understood and agreed that this amount is not a penalty.

In the event that any portion of the liquidated damages is not paid to the District, the District may deduct that amount from any money due or that may become due the Contractor under this Agreement, and such deduction does not constitute a withholding or penalty. The District's right to assess liquidated damages is as indicated herein and in the General Conditions.

The time during which the Contract is delayed for cause, as hereinafter specified, may extend the time of completion for a reasonable time as the District may grant, provided that Contractor has complied with the claims procedure of the Contract Documents. This provision does not exclude the recovery of damages by either party under other provisions in the Contract Documents.

21. **Loss Or Damage:** The District and its agents and authorized representatives shall not in any way or manner be answerable or suffer loss, damage, expense, or liability for any loss or damage that may happen to the Work, or any part thereof, or in or about the same during its construction and before acceptance, and the Contractor shall assume all liabilities of every kind or nature arising from the Work, either by

accident, negligence, theft, vandalism, or any cause whatsoever; and shall hold the District and its agents and authorized representatives harmless from all liability of every kind and nature arising from accident, negligence, or any cause whatsoever.

22. **Limitation Of District Liability:** District's financial obligations under this Contract shall be limited to the payment of the compensation provided in this Contract. Notwithstanding any other provision of this Contract, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, lost bonding capacity, arising out of or in connection with this Contract for the services performed in connection with this Contract.
23. **Insurance and Bonds:** Contractor and all Subcontractors under the Contractor shall participate in and comply with the owner-controlled or wrap-up insurance program ("OCIP"). Prior to issuance of the Notice to Proceed by the District, Contractor shall provide all required certificates of insurance and insurance endorsements, except for those coverages provided by the OCIP as described in the OCIP Manual, and payment and performance bonds as evidence thereof.
24. **Prosecution of Work:** If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this Contract, the District, may, pursuant to the General Conditions and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.
25. **Authority of Architect, Project Inspector, and DSA:** Contractor hereby acknowledges that the Architect(s), the Project Inspector(s), and the Division of the State Architect ("DSA") have authority to approve and/or suspend Work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws and regulations. The Contractor shall be liable for any delay caused by its non-compliant Work.
26. **Assignment of Contract:** Neither the Contract, nor any part thereof, nor any moneys due or to become due thereunder, may be assigned by the Contractor without the prior written approval of the District, nor without the written consent of the Surety on the Contractor's Performance Bond (the "Surety"), unless the Surety has waived in writing its right to notice of assignment.
27. **Classification of Contractor's License:** Contractor hereby acknowledges that it currently holds valid Contractor's license(s) issued by the State of California, Contractors' State License Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents. Reference the CSLB License Classifications below per Bid Package.
 - #FES-01 – Demolition & Abatement; (B) or (C-21/22)
 - #FES-02 – General Trade; (B)
 - #FES-03 – Mechanical; (C-20)
 - #FES-04 – Electrical & Low Voltage; (C-10)
 - #FES-05 – Plumbing & Site Utilities; (C-36)
 - #FES-06 – Floor Coverings; (C-15 & C-54)
28. **Registration as Public Works Contractor:** The Contractor and all Subcontractors currently are registered as public works contractors with the Department of

Industrial Relations, State of California, in accordance with Labor Code section 1771.1.

29. **Payment of Prevailing Wages:** The Contractor and all Subcontractors shall pay all workers on all Work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code. The Contractor and all Subcontractors shall comply with the Davis Bacon Act, applicable reporting requirements, and any other applicable requirements for federal funding. If a conflict exists, the more stringent provision shall control over this Agreement.
30. **Labor Compliance Monitoring and Enforcement:** This Project is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations pursuant to Labor Code section 1771.4 and Title 8 of the California Code of Regulations. Contractor specifically acknowledges and understands that it shall perform the Work of this Agreement while complying with all the applicable provisions of Division 2, Part 7, Chapter 1, of the Labor Code, including, without limitation, the requirement that the Contractor and all of its Subcontractors shall timely submit complete and accurate electronic certified payroll records as required by the Contract Documents, or the District may not issue payment.
31. **Contract Price:** In consideration of the foregoing covenants, promises, and agreements on the part of the Contractor, and the strict and literal fulfillment of each and every covenant, promise, and agreement, and as compensation agreed upon for the Work and construction, erection, and completion as aforesaid, the District covenants, promises, and agrees that it will well and truly pay and cause to be paid to the Contractor in full, and as the full Contract Price and compensation for construction, erection, and completion of the Work hereinabove agreed to be performed by the Contractor, the following price:

_____ Dollars
(\$ _____),

in lawful money of the United States, which sum is to be paid according to the schedule provided by the Contractor and accepted by the District and subject to additions and deductions as provided in the Contract. This amount supersedes any previously stated and/or agreed to amount(s).

32. **No Representations:** No representations have been made other than as set forth in writing in the Contract Documents, including this Agreement. Each of the Parties to this Agreement warrants that it has carefully read and understood the terms and conditions of this Agreement and all Contract Documents, and that it has not relied upon the representations or advice of any other Party or any attorney not its own.
33. **Entire Agreement:** The Contract Documents, including this Agreement, set forth the entire agreement between the parties hereto and fully supersede any and all prior agreements, understandings, written or oral, between the parties hereto pertaining to the subject matter thereof.

34. **Severability:** If any term, covenant, condition, or provision in any of the Contract Documents is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions in the Contract Documents shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.
35. **Authority of Signatories:** Each party has the full power and authority to enter into and perform this Contract, and the person signing this Contract on behalf of each party has been properly authorized and empowered to enter into this Contract. This Contract may be executed in one or more counterparts, each of which shall be deemed an original. For this Agreement, and for all Contract Documents requiring a signature, a facsimile or electronic signature shall be deemed to be the equivalent of the actual original signature. All counterparts so executed shall constitute one Contract binding all the Parties hereto.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, accepted and agreed on the date indicated above:

[CONTRACTOR NAME]

BAKERSFIELD CITY SCHOOL DISTRICT

By: _____

By: _____

Title: _____

Title: _____

NOTE: If the party executing this Contract is a corporation, a certified copy of the by-laws, or of the resolution of the Board of Directors, authorizing the officers of said corporation to execute the Contract and the bonds required thereby must be attached hereto.

END OF DOCUMENT

NOTICE TO PROCEED

Dated: _____, 20__

TO: _____
("Contractor")

ADDRESS: _____

PROJECT: _____

PROJECT/CONTRACT NO.: _____ between the Bakersfield City School District and Contractor ("Contract").

You are notified that the Contract Time under the above Contract will commence to run on _____, 20__. By that date, you are to start performing your obligations under the Contract Documents. In accordance with the Agreement executed by Contractor, the date of completion is **December 8, 2024**.

You must submit the following documents by 5:00 p.m. of the TENTH (10th) calendar day following the date of this Notice to Proceed:

- a. Contractor's preliminary schedule of construction.
- b. Contractor's preliminary schedule of values for all of the Work.
- c. Contractor's preliminary schedule of submittals, including Shop Drawings, Product Data, and Samples submittals
- d. Contractor's Safety Plan specifically adapted for the Project.
- e. Registered Subcontractors List: A complete subcontractors list for all tiers, including the name, Department of Industrial Relations registration number, and portion of work to be provided at the time of NTP notification.

Thank you. We look forward to a very successful Project.

BAKERSFIELD CITY SCHOOL DISTRICT

BY: _____

NAME: _____

TITLE: _____

END OF DOCUMENT

ESCROW BID DOCUMENTATION

1. Requirement to Escrow Bid Documentation

- a. Contractor shall submit, within **SEVEN (7)** calendar days after the date of the Notice of Award, one copy of all documentary information received or generated by Contractor in preparation of bid prices for this Contract, as specified herein. This material is referred to herein as "Escrow Bid Documentation." The Escrow Bid Documentation of the Contractor will be held in escrow for the duration of the Contract.
- b. Contractor agrees, as a condition of award of the Contract, that the Escrow Bid Documentation constitutes all written information used in the preparation of its bid, and that no other written bid preparation information shall be considered in resolving disputes or claims. Contractor also agrees that nothing in the Escrow Bid Documentation shall change or modify the terms or conditions of the Contract Documents.
- c. The Escrow Bid Documentation will not be opened by District except as indicated herein. The Escrow Bid Documentation will be used only for the resolution of change orders and claims disputes.
- d. Contractor's submission of the Escrow Bid Documentation, as with the bonds and insurance documents required, is considered an essential part of the Contract award. Should the Contractor fail to make the submission within the allowed time specified above, District may deem the Contractor to have failed to enter into the Contract, and the Contractor shall forfeit the amount of its bid security, accompanying the Contractor's bid, and District may award the Contract to the next lowest responsive responsible bidder.
- e. NO PAYMENTS WILL BE MADE, NOR WILL DISTRICT ACCEPT PROPOSED CHANGE ORDERS UNTIL THE ABOVE REQUIRED INFORMATION IS SUBMITTED AND APPROVED.
- f. The Escrow Bid Documentation shall be submitted in person by an authorized representative of the Contractor to the District.

2. Ownership of Escrow Bid Documentation

- a. The Escrow Bid Documentation is, and shall always remain, the property of Contractor, subject to review by District, as provided herein.
- b. Escrow Bid Documentation constitute trade secrets, not known outside Contractor's business, known only to a limited extent and only by a limited number of employees of Contractor, safeguarded while in Contractor's possession, extremely valuable to Contractor, and could be extremely valuable to Contractor's competitors by virtue of reflecting Contractor's contemplated techniques of construction. Subject to the provisions herein, District agrees to safeguard the Escrow Bid Documentation, and all information contained therein, against disclosure to the fullest extent permitted by law.

3. Format and Contents of Escrow Bid Documentation

- a. Contractor may submit Escrow Bid Documentation in its usual cost-estimating format; a standard format is not required. The Escrow Bid Documentation shall be submitted in the language (e.g., English) of the specification.
- b. Escrow Bid Documentation must clearly itemize the estimated costs of performing the work of each bid item contained in the bid schedule, separating bid items into sub-items as required to present a detailed cost estimate and allow a detailed cost review. The Escrow Bid Documentation shall include all subcontractor bids or quotes, supplier bids or quotes, quantity takeoffs, crews, equipment, calculations of rates of production and progress, copies of quotes from subcontractors and suppliers, and memoranda, narratives, add/deduct sheets, and all other information used by the Contractor to arrive at the prices contained in the bid proposal. Estimated costs should be broken down into Contractor's usual estimate categories such as direct labor, repair labor, equipment ownership and operation, expendable materials, permanent materials, and subcontract costs as appropriate. All labor rates must be broken down to specify any and all burden costs including, but not limited to, health and welfare pay, vacation and holiday pay, pension contributions, training rates, benefits of any kind, insurance of any kind, workers' compensation, liability insurance, truck expenses, supply expenses of any kind, payroll taxes, and any other taxes of any kind. Plant and equipment and indirect costs should be detailed in the Contractor's usual format. The Contractor's allocation of indirect costs, contingencies, markup, and other items to each bid item shall be identified.
- c. All costs shall be identified. For bid items amounting to less than \$10,000, estimated unit costs are acceptable without a detailed cost estimate, provided that labor, equipment, materials, and subcontracts, as applicable, are included and provided that indirect costs, contingencies, and markup, as applicable, are allocated.
- d. Bid Documentation provided by District should not be included in the Escrow Bid Documentation unless needed to comply with the following requirements.

4. Submittal of Escrow Bid Documentation

- a. The Escrow Bid Documentation shall be submitted by the Contractor in a sealed container within **SEVEN (7)** calendar days after the date of the Notice of Award. The container shall be clearly marked on the outside with the Contractor's name, date of submittal, project name and the words "Escrow Bid Documentation – Intended to be opened in the presence of Authorized Representatives of Both District and Contractor".
- b. By submitting Escrow Bid Documentation, Contractor represents that the material in the Escrow Bid Documentation constitutes all the documentary information used in preparation of the bid and that the Contractor has personally examined the contents of the Escrow Bid Documentation container and has found that the documents in the container are complete.
- c. If Contractor's proposal is based upon subcontracting any part of the work, each subcontractor whose total subcontract price exceeds 5 percent of the

total contract price proposed by Contractor, shall provide separate Escrow Documents to be included with those of Contractor. Those documents shall be opened and examined in the same manner and at the same time as the examination described above for Contractor.

- d. If Contractor wishes to subcontract any portion of the Work after award, District retains the right to require Contractor to submit Escrow Documents for the Subcontractor before the subcontract is approved.

5. Storage, Examination and Final Disposition of Escrow Bid Documentation

- a. The Escrow Bid Documentation will be placed in escrow, for the life of the Contract, in a mutually agreeable institution. The cost of storage will be paid by Contractor for the duration of the project until final Contract payment. The storage facilities shall be the appropriate size for all the Escrow Bid Documentation and located conveniently to both District's and Contractor's offices.
- b. The Escrow Bid Documentation shall be examined by both District and Contractor, at any time deemed necessary by either District or Contractor, to assist in the negotiation of price adjustments and change orders or the settlement of disputes and claims. In the case of legal proceedings, Escrow Bid Documentation shall be used subject to the terms of an appropriate protective order if requested by Contractor and ordered by a court of competent jurisdiction. Examination of the Escrow Bid Documentation is subject to the following conditions:
 - (1) As trade secrets, the Escrow Bid Documentation is proprietary and confidential to the extent allowed by law.
 - (2) District and Contractor shall each designate, in writing to the other party **SEVEN (7)** calendar days prior to any examination, the names of representatives who are authorized to examine the Escrow Bid Documentation. No other person shall have access to the Escrow Bid Documentation.
 - (3) Access to the documents may take place only in the presence of duly designated representatives of the District and Contractor. If Contractor fails to designate a representative or appear for joint examination on **SEVEN (7)** calendar days' notice, then the District representative may examine the Escrow Bid Documents alone upon an additional **THREE (3)** calendar days' notice if a representative of the Contractor does not appear at the time set.
 - (4) If a subcontractor has submitted sealed information to be included in the Escrow Bid Documents, access to those documents may take place only in the presence of a duly designated representative of the District, Contractor and that subcontractor. If that subcontractor fails to designate a representative or appear for joint examination on **SEVEN (7)** calendar days' notice, then the District representative and/or the Contractor may examine the Escrow Bid Documentation without that subcontractor present upon an additional **THREE (3)** calendar days' notice if a representative of that subcontractor does not appear at the time set.

- c. The Escrow Bid Documentation will be returned to Contractor at such time as the Contract has been completed and final settlement has been achieved.

END OF DOCUMENT

ESCROW AGREEMENT IN LIEU OF RETENTION
(Public Contract Code Section 22300)

(Note: Contractor must use this form.)

This Escrow Agreement in Lieu of Retention ("Escrow Agreement") is made and entered into this _____ day of _____, 20____, by and between the Bakersfield City School District ("District"), whose address is 1501 Feliz Drive, Bakersfield, California 93307, and _____ ("Contractor"), whose address is _____, and _____ ("Escrow Agent"), a state or federally chartered bank in the state of California, whose address is _____.

For the consideration hereinafter set forth, District, Contractor, and Escrow Agent agree as follows:

36. Pursuant to section 22300 of Public Contract Code of the State of California, which is hereby incorporated by reference, Contractor has the following two (2) options:
- Deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by District pursuant to the Construction Contract No. _____ entered into between District and Contractor for the _____ Project, in the amount of _____ Dollars (\$_____) dated, _____, 20____, (the "Contract"); **or**
 - On written request of Contractor, District shall make payments of the retention earnings for the above referenced Contract directly to Escrow Agent.

When Contractor deposits the securities as a substitute for Contract earnings (first option), Escrow Agent shall notify District within ten (10) calendar days of the deposit. The market value of the securities at the time of substitution and at all times from substitution until the termination of the Escrow Agreement shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Contract between District and Contractor.

Securities shall be held in the name of Bakersfield City School District School District, and shall designate Contractor as beneficial owner.

37. District shall make progress payments to Contractor for those funds which otherwise would be withheld from progress payments pursuant to Contract provisions, provided that Escrow Agent holds securities in form and amount specified above.
38. When District makes payment of retentions earned directly to Escrow Agent, Escrow Agent shall hold them for the benefit of Contractor until the time that the escrow created under this Escrow Agreement is terminated. Contractor may direct the investment of the payments into securities. All terms and conditions of this Escrow Agreement and the rights and responsibilities of the Parties shall be equally applicable and binding when District pays Escrow Agent directly.

39. Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account, and all expenses of District. The District will charge Contractor \$_____ for each of District's deposits to the escrow account. These expenses and payment terms shall be determined by District, Contractor, and Escrow Agent.
40. Interest earned on securities or money market accounts held in escrow and all interest earned on that interest shall be for sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to District.
41. Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from District to Escrow Agent that District consents to withdrawal of amount sought to be withdrawn by Contractor.
42. District shall have the right to draw upon the securities and/or withdraw amounts from the Escrow Account in the event of default by Contractor. Upon seven (7) days' written notice to Escrow Agent from District of the default, if applicable, Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by District. Escrow Agent shall not be authorized to determine the validity of any notice of default given by District pursuant to this paragraph, and shall promptly comply with District's instructions to pay over said escrowed assets. Escrow Agent further agrees to not interplead the escrowed assets in response to a conflicting demand.
43. Upon receipt of written notification from District certifying that the Contract is final and complete, and that Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all monies and securities on deposit and payments of fees and charges.
44. Escrow Agent shall rely on written notifications from District and Contractor pursuant to Paragraphs 5 through 8, inclusive, of this Escrow Agreement and District and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of securities and interest as set forth above.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

45. Names of persons who are authorized to give written notice or to receive written notice on behalf of District and on behalf of Contractor in connection with the foregoing, and exemplars of their respective signatures are as follows:

On behalf of District:

Title

Name

Signature

Address

On behalf of Contractor:

Title

Name

Signature

Address

On behalf of Escrow Agent:

Title

Name

Signature

Address

At the time that the Escrow Account is opened, District and Contractor shall deliver to Escrow Agent a fully executed copy of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their proper officers on the date first set forth above.

On behalf of District:

Title

Name

Signature

Address

On behalf of Contractor:

Title

Name

Signature

Address

END OF DOCUMENT

PERFORMANCE BOND
(100% of Contract Price)

(Note: Contractor must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board ("Board") of the Bakersfield City School District, ("District") and _____ ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

Fremont Elementary School – Campus HVAC System Upgrades

("Project" or "Contract") which Contract dated _____, 20____, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof; and

WHEREAS, said Principal is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract.

NOW, THEREFORE, the Principal and _____ ("Surety") are held and firmly bound unto the Board of the District in the penal sum of

_____ Dollars (\$_____), lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents, to:

- Promptly perform all the work required to complete the Project; and
- Pay to the District all damages the District incurs as a result of the Principal's failure to perform all the Work required to complete the Project.

Or, at the District's sole discretion and election, the Surety shall obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by the District of the lowest responsible bidder, arrange for a contract between such bidder and the District and make available as Work progresses sufficient funds to pay the cost of completion less the "balance of the Contract Price," and to pay and perform all obligations of Principals 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 for any or no reason.

The condition of the obligation is such that, if the above bound Principal, its 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 the Contract and any alteration thereof made as therein provided, on its part to be kept and performed at the time and in the intent

and meaning, including all contractual guarantees and warranties of materials and workmanship, and shall indemnify and save harmless the District, its trustees, officers and agents, as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and virtue.

Surety expressly agrees that the District may reject any contractor or subcontractor proposed by Surety to fulfill its obligations in the event of default by the Principal. Surety shall not utilize Principal in completing the Work nor shall Surety accept a Bid from Principal for completion of the Work if the District declares the Principal to be in default and notifies Surety of the District's objection to Principal's further participation in the completion of the Work.

As a condition precedent to the satisfactory completion of the Contract, the above obligation shall hold good for a period equal to the warranty and/or guarantee period of the Contract, during which time Surety's obligation shall continue if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the District from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the District's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond. The Surety also stipulates and agrees that it shall not be exonerated or released from the obligation of this bond by any overpayment or underpayment by the District that is based upon estimates approved by the Architect. The Surety does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work or to the specifications.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the _____ day of _____, 20__.

_____ Principal	_____ Surety
_____ By	_____ By
	_____ Name of California Agent of Surety
	_____ Address of California Agent of Surety
	_____ Telephone No. of California Agent of Surety

Contractor must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.

END OF DOCUMENT

PAYMENT BOND
Contractor's Labor & Material Bond
(100% Of Contract Price)

(Note: Contractor must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board ("Board") of the Bakersfield City School District, ("District") and _____, ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

Fremont Elementary School – Campus HVAC System Upgrades

("Project" or "Contract") which Contract dated _____, 20____, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof; and

WHEREAS, pursuant to law and the Contract, the Principal is required, before entering upon the performance of the work, to file a good and sufficient bond with the body by which the Contract is awarded in an amount equal to one hundred percent (100%) of the Contract price, to secure the claims to which reference is made in sections 9000 through 9510 and 9550 through 9566 of the Civil Code, and division 2, part 7, of the Labor Code.

NOW, THEREFORE, the Principal and _____ ("Surety") are held and firmly bound unto all laborers, material men, and other persons referred to in said statutes in the sum of _____ Dollars (\$_____), lawful money of the United States, being a sum not less than the total amount payable by the terms of Contract, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

The condition of this obligation is that if the Principal or any of its subcontractors, or their heirs, executors, administrators, successors, or assigns of any, all, or either of them shall fail to pay for any labor, 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 required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal or any of his or its subcontractors of any tier under Section 13020 of the Unemployment Insurance Code with respect to such work or labor, that the Surety will pay the same in an amount not exceeding the amount herein above set forth, and also in case suit is brought upon this bond, will pay a reasonable attorney's fee to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under section 9100 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

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

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

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the _____ day of _____, 20__.

_____	_____
Principal	Surety
_____	_____
By	By

	Name of California Agent of Surety

	Address of California Agent of Surety

	Telephone No. of California Agent of Surety

Contractor must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.

END OF DOCUMENT

ALLOWANCE EXPENDITURE DIRECTIVE FORM

Bakersfield City School District
 1501 Feliz Drive
 Bakersfield, CA 93307

ALLOWANCE EXPENDITURE DIRECTIVE NO.:

ALLOWANCE EXPENDITURE DIRECTIVE

Project: _____

Date: _____

Bid No.: _____

DSA File No.: _____

DSA Appl. No.: _____

The following parties agree to the terms of this Allowance Expenditure Directive ("AED"):

Owner Name, Address, Telephone:

Contractor Name, Address, Telephone:

Reference	Description	Allowance Authorized for Expenditure
Request for AED # Requested by: Performed by: Reason:	[Description of Allowance item relating to Work] [Requester] [Performer] [Reason]	\$
Request for AED # Requested by: Performed by: Reason:	[Description of Allowance item relating to Work] [Requester] [Performer] [Reason]	\$
Request for AED # Requested by: Performed by: Reason:	[Description of Allowance item relating to Work] [Requester] [Performer] [Reason]	\$

Total Contract Allowance Amount:	\$
Amount of Previously Approved Allowance Expenditure Directive(s):	\$
Amount of this Allowance Expenditure Directive:	\$

The undersigned Contractor approves the foregoing release of Allowance for completion of each specified item, and agrees to furnish all labor, materials and services and perform all

BAKERSFIELD CITY SCHOOL DISTRICT

ALLOWANCE EXPENDITURE DIRECTIVE

FORM

DOCUMENT 00 63 40-1

work necessary to complete any additional work specified for the consideration stated therein ("Work"). Submission of sums which have no basis in fact or which Contractor knows are false are at the sole risk of Contractor and may be a violation of the False Claims Act set forth under Government Code section 12650, et seq.

This Allowance Expenditure Directive must be signed by an authorized District representative.

It is expressly understood that the authorized allowance expenditure granted herein represents a full accord and satisfaction for any and all cost impacts of the items herein, and Contractor waives any and all further compensation based on the items herein. The value of the extra work or changes expressly includes any and all of the Contractor's costs and expenses, and its subcontractors, both direct and indirect. Any costs, expenses, or damages not included are deemed waived.

Signatures:

DISTRICT: BAKERSFIELD CITY SCHOOL DISTRICT Date: _____ By: _____ [Print Name and Title here]	CONTRACTOR: _____ Date: _____ By: _____ [Print Name and Title here]
ARCHITECT: _____ Date: _____ By: _____ [Print Name and Title here]	PROJECT INSPECTOR: _____ Date: _____ By: _____ [Print Name and Title here]

END OF DOCUMENT

DAILY FORCE ACCOUNT REPORT

From: Contractor
[Name/Address]

To: Owner
[Name/Address]

Project: _____

Contractor hereby submits this Daily Force Account Report for Work performed, pursuant to Force Account Directive No. _____, on _____.
[Date of Work]

Contractor attests that the material, labor, and equipment itemized herein were used only on the force account work.

A. Material: *Attach all applicable invoices not provided in prior Daily Force Account Reports and complete the information below.*

Description	Unit Price	Quantity	Cost

Daily subtotal (w/out markup): \$ _____

B. Labor: *Labor must be fully Burdened. Attach timesheets, if applicable, and complete the information below.*

Name	Craft	Regular Hrs.	Rate	OT Hrs.	Rate

Daily subtotal (w/out markup): \$ _____

C. **Equipment:** Attach all applicable invoices not provided in prior Daily Force Account Reports and complete the information below.

Type / Model	Hrs. Operated	Rate

Daily subtotal (w/out markup): \$ _____

Complete based on information reported above.

	<u>WORK PERFORMED OTHER THAN BY CONTRACTOR</u>	<u>ADD</u>
(a)	<u>Material</u>	
(b)	<u>Add Labor</u>	
(c)	<u>Add Equipment</u>	
(d)	<u>Subtotal</u>	
(e)	<u>Add overhead and profit for any and all tiers of Subcontractor</u> , the total not to exceed ten percent (10%) of Item (d)	
(f)	<u>Subtotal</u>	
(g)	<u>Add Overhead and Profit for Contractor</u> , not to exceed five percent (5%) of Item (f)	
(h)	<u>Subtotal</u>	
(i)	<u>Add Bond and Insurance</u> , not to exceed two percent (2%) of Item (h)	
(j)	<u>TOTAL</u>	

	<u>WORK PERFORMED BY CONTRACTOR</u>	<u>ADD</u>
(a)	<u>Material</u>	
(b)	<u>Add Labor</u>	
(c)	<u>Add Equipment</u>	
(d)	<u>Subtotal</u>	
(e)	<u>Add Overhead and Profit for Contractor</u> , not to exceed fifteen percent (15%) of Item (d)	
(f)	<u>Subtotal</u>	
(g)	<u>Add Bond and Insurance</u> , not to exceed two percent (2%) of Item (f)	
(h)	<u>TOTAL</u>	

Submission of sums which have no basis in fact or which Contractor knows are false are at the sole risk of Contractor and may be a violation of the False Claims Act (Gov. Code, § 12650 et seq.).

It is expressly understood that all force account work for the date stated above must be reported herein, and Contractor may not claim any labor, equipment, material or any other costs or expenses not reported herein. Contractor is not entitled to separately recover amounts for overhead or other indirect costs. Any costs, expenses, or damages, not included are deemed waived.

SUBMITTED BY:

REVIEWED BY:

Contractor:

District:

[Name]

Date

[Name]

Date

District may require additional information from Contractor to review this Daily Force Account Report. Upon District's return of the Daily Force Account Report, Contractor may invoice the Work reflected therein. District's review and return of the Daily Force Account Report and/or payment for the force account work does not constitute acceptance of the Work or waiver of any Contract rights or criteria.

END OF DOCUMENT

PROPOSED CHANGE ORDER FORM

Bakersfield City School District
 1501 Feliz Drive
 Bakersfield, CA 93307

PCO NO.:

Project: _____
Bid No.: _____
RFI #: _____

Date: _____
DSA File No.: _____
DSA Appl. No.: _____

Contractor hereby submits for District’s review and evaluation this Proposed Change Order (“PCO”), submitted in accordance with and subject to the terms of the Contract Documents, including Sections 17.7 and 17.8 of the General Conditions. Any spaces left blank below are deemed no change to cost or time.

Contractor understands and acknowledges that documentation supporting Contractor’s PCO must be attached and included for District review and evaluation. Contractor further understands and acknowledges that failure to include documentation sufficient to, in District’s discretion, support some or all of the PCO, shall result in a rejected PCO.

	<u>WORK PERFORMED OTHER THAN BY CONTRACTOR</u>	<u>ADD</u>	<u>DEDUCT</u>
(i)	<u>Material</u> (attach suppliers’ invoice or itemized quantity and unit cost plus sales tax)		
(j)	<u>Add Labor</u> (attach itemized hours and rates, fully Burdened, and specify the hourly rate for each additional labor burden, for example, payroll taxes, fringe benefits, etc.)		
(k)	<u>Add Equipment</u> (attach suppliers’ invoice)		
(l)	<u>Subtotal</u>		
(m)	<u>Add overhead and profit for any and all tiers of Subcontractor</u> , the total not to exceed ten percent (10%) of Item (d)		
(n)	<u>Subtotal</u>		
(o)	<u>Add General Conditions</u> (attach supporting documentation)		
(p)	<u>Subtotal</u>		
(q)	<u>Add Overhead and Profit for Contractor</u> , not to exceed five percent (5%) of Item (h)		
(r)	<u>Subtotal</u>		
(s)	<u>Add Bond and Insurance</u> , not to exceed two percent (2%) of Item (j)		
(t)	<u>TOTAL</u>		
(u)	<u>Time</u> (zero unless indicated; “TBD” not permitted)		____ Calendar Days

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	WORK PERFORMED BY CONTRACTOR	ADD	DEDUCT
(v)	Material (attach itemized quantity and unit cost plus sales tax)		
(w)	Add Labor (attach itemized hours and rates, fully Burdened, and specify the hourly rate for each additional labor burden, for example, payroll taxes, fringe benefits, etc.)		
(x)	Add Equipment (attach suppliers' invoice)		
(y)	Add General Conditions (attach supporting documentation)		
(z)	Subtotal		
(aa)	Add Overhead and Profit for Contractor , not to exceed fifteen percent (15%) of Item (e)		
(bb)	Subtotal		
(cc)	Add Bond and Insurance , not to exceed two percent (2%) of Item (g)		
(dd)	TOTAL		
(ee)	Time (zero unless indicated; "TBD" not permitted)	_____ Calendar Days	

The undersigned Contractor approves the foregoing as to the changes, if any, to the Contract Price specified for each item, and as to the extension of time allowed, if any, for completion of the entire Work as stated herein, and agrees to furnish all labor, materials, and service, and perform all work necessary to complete any additional work specified for the consideration stated herein. Submission of sums which have no basis in fact or which Contractor knows are false are at the sole risk of Contractor and may be a violation of the False Claims Act set forth under Government Code section 12650 et seq. It is understood that the changes herein to the Contract shall only be effective when approved by the governing board of the District.

It is expressly understood that the value of the extra Work or changes expressly includes any and all of the Contractor's costs and expenses, direct and indirect, resulting from additional time required on the Project or resulting from delay to the Project including, without limitation, cumulative impacts. Contractor is not entitled to separately recover amounts for overhead or other indirect costs. Any costs, expenses, damages, or time extensions not included are deemed waived.

SUBMITTED BY:

Contractor:

[Name]

Date

END OF DOCUMENT

CHANGE ORDER FORM

Bakersfield City School District
 1501 Feliz Drive
 Bakersfield, CA 93307

CHANGE ORDER NO.:

CHANGE ORDER

Project: _____
Bid No.: _____

Date: _____
DSA File No.: _____
DSA Appl. No.: _____

The following parties agree to the terms of this Change Order:

Owner: _____
 [Name / Address]

Contractor: _____
 [Name / Address]

Architect: _____
 [Name / Address]

Project Inspector: _____
 [Name / Address]

Reference	Description	Cost	Days Ext.
PCO # Requested by: Performed by: Reason:	[Description of change] [Requester] [Performer] [Reason]	\$	
PCO # Requested by: Performed by: Reason:	[Description of change] [Requester] [Performer] [Reason]	\$	
PCO # Requested by: Performed by: Reason:	[Description of change] [Requester] [Performer] [Reason]	\$	
Contract time will be adjusted as follows: Previous Completion Date: __[Date] _____[#] Calendar Days Extension (zero unless otherwise indicated) Current Completion Date: __[Date]		Original Contract Amount:	\$
		Amount of Previously Approved Change Order(s):	\$
		Amount of this Change Order:	\$
		Contract Amount:	\$

The undersigned Contractor approves the foregoing as to the changes, if any, to the Contract Price specified for each item, and as to the extension of time allowed, if any, for

BAKERSFIELD CITY SCHOOL DISTRICT

**CHANGE ORDER FORM
 DOCUMENT 00 63 63-102**

AGREEMENT AND RELEASE OF ANY AND ALL CLAIMS

THIS AGREEMENT AND RELEASE OF CLAIMS ("Agreement and Release") IS MADE AND ENTERED INTO THIS _____ DAY OF _____, 20__ by and between the BAKERSFIELD CITY SCHOOL DISTRICT ("District") and _____ ("Contractor"), whose place of business is _____.

RECITALS

WHEREAS, District and Contractor entered into PROJECT/CONTRACT NO.: _____ ("Contract" or "Project") in the County of Kern, California; and

WHEREAS, the Work under the Contract was completed on _____, and a Notice of Completion was recorded with the County Recorder on _____.

NOW, THEREFORE, it is mutually agreed between District and Contractor as follows:

AGREEMENT AND RELEASE

46. Contractor will only be assessed liquidated damages as detailed below:

Original Contract Sum	\$ _____
Modified Contract Sum	\$ _____
Payment to Date	\$ _____
Liquidated Damages	\$ _____
Payment Due Contractor	\$ _____

47. Subject to the provisions hereof, District shall forthwith pay to Contractor the undisputed sum of _____ Dollars (\$_____) under the Contract, less any amounts represented by any notice to withhold funds on file with District as of the date of such payment.

48. Contractor acknowledges and hereby agrees that there are no unresolved or outstanding claims in dispute against District arising from the performance of work under the Contract, except for the claims described in Paragraph 4 and continuing obligations described in Paragraph 6. It is the intention of the parties in executing this Agreement and Release that this Agreement and Release shall be effective as a full, final and general release of all claims, demands, actions, causes of action, obligations, costs, expenses, damages, losses and liabilities of Contractor against District and all of its respective agents, employees, trustees, inspectors, assignees, consultants and transferees, except for any Disputed Claim that may be set forth in Paragraph 4 and the continuing obligations described in Paragraph 6 hereof.

49. The following claims are disputed (hereinafter, the "Disputed Claims") and are specifically excluded from the operation of this Agreement and Release:

<u>Claim No.</u>	<u>Description of Claim</u>	<u>Amount of Claim</u>	<u>Date Claim Submitted</u>
_____	_____	\$ _____	_____
_____	_____	\$ _____	_____
_____	_____	\$ _____	_____
_____	_____	\$ _____	_____
_____	_____	\$ _____	_____
_____	_____	\$ _____	_____

[If further space is required, attach additional sheets showing the required information.]

50. Consistent with California Public Contract Code section 7100, Contractor hereby agrees that, in consideration of the payment set forth in Paragraph 2 hereof, Contractor hereby releases and forever discharges District, all its agents, employees, inspectors, assignees, and transferees from any and all liability, claims, demands, actions, or causes of action of whatever kind or nature arising out of or in any way concerned with the Work under the Contract.
51. Guarantees and warranties for the Work, and any other continuing obligation of Contractor, including without limitation, the duty to defend, indemnify and hold harmless the District, shall remain in full force and effect as specified in the Contract Documents.
52. Contractor hereby waives the provisions of California Civil Code section 1542 which provides as follows:
- A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.
53. The provisions of this Agreement and Release are contractual in nature and not mere recitals and shall be considered independent and severable. If any such provision or any part thereof shall be at any time held invalid in whole or in part under any federal, state, county, municipal, or other law, ruling, or regulations, then such provision, or part thereof, shall remain in force and effect to the extent permitted by law, and the remaining provisions of this Agreement and Release shall also remain in full force and effect, and shall be enforceable.

54. All rights of District shall survive completion of the Work or termination of Contract, and execution of this Release.

* * * CAUTION: THIS IS A RELEASE - READ BEFORE EXECUTING * * *

BAKERSFIELD CITY SCHOOL DISTRICT

Signature: _____

Print Name: _____

Title: _____

CONTRACTOR: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

GUARANTEE FORM

_____ ("Contractor") hereby agrees that the _____
_____ ("Work" of Contractor) which Contractor has installed for the Bakersfield City
School District ("District") for the following project:

PROJECT: (1) Modular Classroom Building @ Dr. Douglas K Fletcher Elementary
School / 23247.00-12

("Project" or "Contract") has been performed in accordance with the requirements of the
Contract Documents and that the Work as installed will fulfill the requirements of the
Contract Documents.

The undersigned agrees to repair or replace any or all of such Work that may prove to be
defective in workmanship or material together with any other adjacent Work that may be
displaced in connection with such replacement within a period one year(s) from the date of
completion as defined in Public Contract Code section 7107, subdivision (c), ordinary wear
and tear and unusual abuse or neglect excepted. The date of completion is
_____, 20__.

In the event of the undersigned's failure to comply with the above-mentioned conditions
within a reasonable period of time, as determined by the District, but not later than seven
(7) days after being notified in writing by the District, the undersigned authorizes the
District to proceed to have said defects repaired and made good at the expense of the
undersigned. The undersigned shall pay the costs and charges therefor upon demand.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

Representatives to be contacted for service subject to terms of Contract:

Name: _____

Address: _____

Phone No.: _____

Email: _____

END OF DOCUMENT

SPECIAL CONDITIONS

THIS DOCUMENT MUST BE ADAPTED FOR EACH PROJECT – Delete any provision that is not applicable or if no change from the provision in the General Conditions.

*** THIS LIST OF SPECIAL CONDITION PROVISIONS IS FOR REFERENCE ONLY. REMOVE THIS PAGE BEFORE USING THIS DOCUMENT. ***

1. Mitigation Measures
2. Modernization Projects
3. Badge Policy for Contractors
4. Substitution for Specified Items
5. Weather Days
6. Owner-Controlled or Wrap-Up Insurance Program
7. Insurance Policy Limits
8. Permits, Certificates, Licenses, Fees, Approval
9. Project Labor Agreement/Payroll Records
10. As-Builts and Record Drawings
11. Disabled Veteran Business Enterprises
12. Construction Manager
13. Program Manager
14. Federal Funds - Wages
15. Federal Funds – Debarment
16. Federal Funds – Byrd Anti-Lobbying
17. Federal Funds – Procurement of recovered materials
18. Federal Funds - Domestic preferences for procurements
19. Preliminary Schedule of Values
20. COVID-19 Safety Requirements

SPECIAL CONDITIONS

2. Mitigation Measures

Contractor shall comply with all applicable mitigation measures, if any, adopted by any public agency with respect to this Project pursuant to the California Environmental Quality Act. (Public Resources Code section 21000 *et seq.*)

3. Modernization Projects

1. Access. Access to the school buildings and entry to buildings, classrooms, restrooms, mechanical rooms, electrical rooms, or other rooms, for construction purposes, must be coordinated with District and onsite District personnel before Work is to start. Unless agreed to otherwise in writing, only a school custodian will be allowed to unlock and lock doors in existing building(s). The custodian will be available only while school is in session. If a custodian is required to arrive before 7:00 a.m. or leave after 3:30 p.m. to accommodate Contractor's Work, the overtime wages for the custodian will be paid by the Contractor, unless at the discretion of the District, other arrangements are made in advance.

2. Keys. Upon request, the District may, at its own discretion, provide keys to the school site for the convenience of the Contractor. The Contractor agrees to pay all expenses to re-key the entire school site and all other affected District buildings if the keys are lost or stolen, or if any unauthorized party obtains a copy of the key or access to the school.

3. Maintaining Services. The Contractor is advised that Work is to be performed in spaces regularly scheduled for instruction. Interruption and/or periods of shutdown of public access, electrical service, water service, lighting, or other utilities shall be only as arranged in advance with the District. Contractor shall provide temporary services to all facilities interrupted by Contractor's Work.

4. Maintaining Utilities. The Contractor shall maintain in operation during duration of Contract, drainage lines, storm drains, sewers, water, gas, electrical, steam, and other utility service lines within working area.

5. Confidentiality. Contractor shall maintain the confidentiality of all information, documents, programs, procedures and all other items that Contractor encounters while performing the Work. This requirement shall be ongoing and shall survive the expiration or termination of this Contract and specifically includes, without limitation, all student, parent, and employee disciplinary information and health information.

6. Work during Instructional Time. By submitting its bid, Contractor affirms that Work may be performed during ongoing instruction in existing facilities. If so, Contractor agrees to cooperate to the best of its ability to minimize any disruption to school operations and any use of school facilities by

the public up to, and including, rescheduling specific work activities, at no additional cost to District.

7. No Work during Student Testing. Contractor shall, at no additional cost to the District and at the District's request, coordinate its Work to not disturb District students including, without limitation, not performing any Work when students at the Site are taking State or Federally-required tests.

4. Badge Policy for Contractors

All Contractors doing work for the District will provide their workers with identification badges. These badges will be worn by all members of the Contractor's staff who are working in a District facility.

8. Badges must be filled out in full and contain the following information:

- 4.1.1 Name of Contractor
- 4.1.2 Name of Employee
- 4.1.3 Contractor's address and phone number

9. Badges are to be worn when the Contractor or his/her employees are on site and must be visible at all times. Contractors must inform their employees that they are required to allow District employees, the Architect, the Construction Manager, the Program Manager, or the Project Inspector to review the information on the badges upon request.

10. Continued failure to display identification badges as required by this policy may result in the individual being removed from the Project or assessment of fines against the Contractor.

5. Substitutions for Specified Items

Replace Section 1.7 in the General Conditions with the following provisions:

1.7.1 Whenever in the Specifications any materials, process, or article is indicated or specified by grade, patent, or proprietary name, or by name of manufacturer, that Specification shall be deemed to be followed by the words "or equal." Contractor may, unless otherwise stated, offer any material, process, or article that shall be substantially equal or better in every respect to that so indicated or specified.

1.7.1.1 If the material, process, or article offered by Contractor is not, in the opinion of the District, substantially equal or better in every respect to that specified, then Contractor shall furnish the material, process, or article specified in the Specifications without any additional compensation or change order.

1.7.1.2 This provision shall not be applicable with respect to any material, product, thing or service for which District made findings and gave notice in accordance with Public Contract Code section 3400(c); therefore, Contractor shall not be entitled to request a substitution with respect to those materials, products or services.

1.7.2 A request for a substitution shall be submitted as follows:

1.7.2.1 Contractor shall notify the District in writing of any request for a substitution at least ten (10) days prior to bid opening as indicated in the Instructions to Bidders.

1.7.2.2 Requests for Substitutions after award of the Contract shall be submitted within Five (5) days of the date of the Notice of Award.

1.7.3 Within 35 days after the date of the Notice of Award, Contractor shall provide data substantiating a request for substitution of "an equal" item, including but not limited to the following:

1.7.3.1 All variations of the proposed substitute from the material specified including, but not limited to, principles of operation, materials, or construction finish, thickness or gauge of materials, dimensions, weight, and tolerances;

1.7.3.2 Available maintenance, repair or replacement services;

1.7.3.3 Increases or decreases in operating, maintenance, repair, replacement, and spare parts costs;

1.7.3.4 Whether or not acceptance of the substitute will require other changes in the Work (or in work performed by the District or others under Contract with the District); and

1.7.3.5 The time impact on any part of the Work resulting directly or indirectly from acceptance of the proposed substitute.

1.7.4 No substitutions shall be made until approved, in writing, by the District. The burden of proof as to equality of any material, process, or article shall rest with Contractor. The Contractor warrants that if substitutes are approved:

1.7.4.1 The proposed substitute is equal or superior in all respects to that specified, and that such proposed substitute is suitable and fit for the intended purpose and will perform adequately the function and achieve the results called for by the general design and the Contract Documents;

1.7.4.2 The Contractor provides the same warranties and guarantees for the substitute that would be provided for that specified;

1.7.4.3 The Contractor shall be fully responsible for the installation of the substitute and any changes in the Work required, either directly or indirectly, because of the acceptance of such substitute, with no increase in Contract Price or Contract Time. Incidental changes or extra component parts required to accommodate the substitute will be made by the Contractor without a change in the Contract Price or Contract Time;

1.7.4.4 The Contractor shall be responsible for any re-design costs occasioned by District's acceptance and/or approval of any substitute; and

1.7.4.5 The Contractor shall, in the event that a substitute is less costly than that specified, credit the District with one hundred percent (100%) of the net difference between the substitute and the originally specified material. In this event, the Contractor agrees to execute a deductive Change Order to reflect that credit.

1.7.5 In the event Contractor furnishes a material, process, or article more expensive than that specified, the difference in the cost of that material, process, or article so furnished shall be borne by Contractor.

1.7.6 In no event shall the District be liable for any increase in Contract Price or Contract Time due to any claimed delay in the evaluation of any proposed substitute or in the acceptance or rejection of any proposed substitute.

1.7.7 Contractor shall be responsible for any costs the District incurs for professional services, DSA fees, or delay to the Project Schedule, if applicable, while DSA reviews changes for the convenience of Contractor and/or to accommodate Contractor's means and methods. District may deduct those costs from any amounts owing to the Contractor for the review of the request for substitution, even if the request for substitution is not approved. District, at its sole discretion, shall deduct from the payments due to and/or invoice Contractor for all the professional services and/or DSA fees or delay to the Project Schedule, if applicable, while DSA reviews changes for the convenience of Contractor and/or to accommodate Contractor's means and methods arising herein.

6. Weather Days

15.2.1.5 The number of days of Adverse Weather shall not exceed **22 Calendar Days** per Calendar Year.

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7. Owner-Controlled or Wrap-Up Insurance Program

Contractor and all Subcontractors under the Contractor shall participate in and comply with the owner-controlled or wrap-up insurance program ("OCIP") as required by the District, OCIP Administrator, insurers, or designees, prior to the commencement of construction activities at the Project. In addition, Contractor shall procure and maintain, at its own expense, until completion and final acceptance of the Work at least the following insurance from insurance companies with an A.M. Best rating of no less than _____, except for those coverages provided by the OCIP as described in the OCIP Manual:

[Commercial General Liability]	Personal Injury Liability, Broad Form Property Damage including completed operations, and Explosion, Collapse and Underground Hazards	[E.G. \$5,000,000]
[Automobile Liability – Any Auto]	Bodily Injury and Property Damage	[E.G. \$5,000,000]
[Workers Compensation]		Statutory limits pursuant to State law
[Employers' Liability]		[E.G. \$1,000,000]

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8. Insurance Policy Limits

All of Contractor's insurance shall be with insurance companies with an A.M. Best rating of no less than _____. The limits of insurance shall not be less than:

Commercial General Liability	Product Liability and Completed Operations, Fire Damage Liability – Split Limit	[E.G. CHOOSE ONE OF THREE OPTIONS: Option 1 - Low Risk Option: \$1,000,000 per occurrence; \$2,000,000 aggregate
		Option 2 - Intermediate Risk Option: \$2,000,000 per occurrence; \$4,000,000 aggregate
		Option 3 - High Risk Option: \$5,000,000 per occurrence; \$10,000,000 aggregate]
Automobile Liability – Any Auto	Combined Single Limit	[E.G. CHOOSE ONE OF TWO OPTIONS: Option 1: Personal vehicles: \$500,000 Commercial vehicles: \$1,000,000
		Option 2: Personal vehicles: \$100,000 per person/ \$300,000 per accident]
Workers' Compensation		Statutory limits pursuant to State law
Employer's Liability		[E.G. \$0]
Builder's Risk (Course of Construction)		[E.G. \$0]
Pollution Liability		[E.G. \$0]

9. Permits, Certificates, Licenses, Fees, Approvals

11. Payment for Permits, Certificates, Licenses, Fees, and Approvals. As required in the General Conditions, the Contractor shall secure and pay for all

permits, licenses, approvals, and certificates necessary for the prosecution of the Work with the exception of the following:

- **Utility Connection Fees**

With respect to the above-listed items, Contractor shall be responsible for securing such items; however, District will be responsible for payment of these charges or fees. Contractor shall notify the District of the amount due with respect to such items and to whom the amount is payable. Contractor shall provide the District with an invoice and receipt with respect to such charges or fees.

10. As-Builts and Record Drawings

12. When called for by Division 1, Contractor shall submit As-Built Drawings pursuant to the Contract Documents consisting of one set of computer-aided design and drafting ("CADD") files in the following format _____, plus one set of As-Built Drawings on vellum or mylar.

13. Contractor shall submit Record Drawings pursuant to the Contract Documents consisting of one set of computer-aided design and drafting ("CADD") files in the following format _____, plus one set of Record Drawings on vellum or mylar].

11. Disabled Veteran Business Enterprises

This Project uses or may plan to use funds allocated pursuant to the State of California School Facility Program ("Program") for the construction and/or modernization of school buildings. Therefore, Section 17076.11 of the Education Code requires the District to have a participation goal for disabled veteran business enterprises ("DVBE") of at least three percent (3%), per year, of the overall dollar amount expended each year by the District on projects that receive state funding. The Contractor must submit the Disabled Veteran Business Enterprise Participation Certification to the District with its executed Agreement, identifying the steps Contractor took to solicit DVBE participation in conjunction with this Contract.

12. Construction Manager

The District will use a Construction Manager on the Project that is the subject of this Contract. **SafeworkCM** is the Construction Management Firm for this Project. **Estevan Sanchez @ (626) 665-0483 and Tom Anderson @ (502) 334-8078.**

13. Federal Funds - Wages

As this Project is funded in whole or in part by federal funds, Contractor and all Subcontractors are subject to civil or criminal prosecution for any violation of the federal False Claims Act set forth under section 1001 of title 18 and section 231 of title 31 of the United States Code.

The following provisions are added as Section 27 of the General Conditions:

27. FEDERAL LABOR, WAGE & HOUR, APPRENTICE, AND RELATED PROVISIONS

28. Minimum Wages

The Davis-Bacon Act and 29 CFR parts 1 through 7 shall apply if the Project is financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution.

13.1.1 All laborers and mechanics employed or working upon the Site of the Work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the Project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account, except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3) , the full amount of wages and bona fide fringe benefits, or cash equivalents thereof, due at time of payment computed at rates not less than those contained in the applicable wage determination of the Secretary of Labor regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of this section, including but not limited to paragraph 27.1.7; also, regular contributions made or costs incurred for more than a weekly period, but not less often than quarterly, under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of Work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing Work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which Work is performed. The wage determination including any additional classification and wage rates conformed under this section, including but not limited to paragraph 27.1.6 and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its Subcontractors at the Site of the Work in a prominent and accessible place where it can be easily seen by the workers.

13.1.2 Any class of laborers or mechanics, including helpers, and which is to be employed under the Contract which is not listed in the wage determination shall be classified in conformance with the wage determination. An additional classification and wage rate and fringe benefits will not be approved unless when the following criteria have been met:

29. The Work to be performed by the classification requested is not performed by a classification in the wage determination; and

13.1.2.1 The classification is utilized in the area by the construction industry; and

13.1.2.2 The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

13.1.3 If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the District agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Contractor to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210.

13.1.4 In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the District do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contractor shall provide the questions, including the views of all interested parties and the recommendation of the District, to the District for the District's review and referral to the Administrator for determination.

13.1.5 The wage rate (including fringe benefits where appropriate) determined pursuant to this section, shall be paid to all workers performing Work in the classification under this Contract from the first day on which Work is performed in the classification.

13.1.6 Whenever the minimum wage rate prescribed in any applicable wage determination for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

13.1.7 If the Contractor does not make payments to a trustee or other third person, the Contractor may consider, as part of the wages of any laborer or mechanic, the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. If the Secretary of Labor so requires, the Contractor shall set aside in a separate account sufficient assets to meet obligations under the plan or program.

13.2 Withholding. District may, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this Contract or any other Federal contract with the same Contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any Subcontractor the full amount of wages required by the Contract. In the event of Contractor's or any Subcontractors' failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the Site of the Work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the Contract, the District may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as it deems necessary to cause the suspension of any

further payment, advance, or guarantee of funds until such violations have ceased.

13.3 Payrolls and basic records.

13.3.1 Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the Work and preserved for a period of three years thereafter for all laborers and mechanics working at the Site of the Work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

13.3.2 The Contractor shall submit weekly for each week in which any Contract Work is performed a copy of all payrolls to the District. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information shall be submitted on a form acceptable to the District. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/whd/programs/dbra/wh347.htm> or its successor site. Contractor is responsible for the submission of copies of payrolls by all Subcontractors. Contractor and Subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the District, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. Contractor may require a Subcontractor to provide addresses and social security numbers to the Contractor for its own records, without weekly submission to the District or other government agency

13.3.3 Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or Subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:

13.3.3.1 That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5,

13.3.3.2 That the appropriate information is being maintained under 29 CFR 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and

13.3.3.3 That such information is correct and complete;

13.3.3.4 That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and

13.3.3.5 That no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

13.3.3.6 That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of Work performed, as specified in the applicable wage determination incorporated into or applicable to the Contract.

13.3.3.7 The weekly submission of a properly executed certification in the form set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 27.3.3 of this section.

13.3.3.8 The falsification of any of the above certifications may subject the Contractor or one or more Subcontractors to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

13.3.3.9 The Contractor or Subcontractor shall make the records required under this section available for inspection, copying, or transcription by authorized representatives of the District or the federal Department of Labor, and shall permit representatives to interview employees during working hours on the job. If the Contractor or Subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

13.4 Apprentices and trainees

13.4.1 Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the Work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first ninety (90) days of probationary employment as an apprentice in an eligible apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a

State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job Site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of Work actually performed. In addition, any apprentice performing Work on the job Site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the Work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or Subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the Work performed until an acceptable program is approved.

13.4.2 Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to Work at less than the predetermined rate for the Work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job Site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of Work actually performed. In addition, any trainee performing Work on the job Site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the Work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less

than the applicable predetermined rate for the Work performed until an acceptable program is approved.

13.4.3 Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

13.5 Compliance with Copeland Act requirements. Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this Contract.

13.6 Subcontracts. The Contractor or Subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal agency may by appropriate instructions require, and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for the compliance by any Subcontractor or lower tier Subcontractor with all the Contract clauses in 29 CFR 5.5.

13.7 Contract termination: debarment. A breach of the Contract clauses in 29 CFR 5.5 may be grounds for termination of the Contract, and for debarment as a Contractor and a Subcontractor as provided in 29 CFR 5.12.

13.8 Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this Contract.

13.9 Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its Subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

13.10 Certification of eligibility.

13.10.1 By entering into this Contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

13.10.2 No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

13.10.3 Contractor shall be subject to the penalty for making false statements prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

13.11 Clauses Mandated by Contract Work Hours and Safety Standards Act.

As used in the following paragraphs, the terms laborers and mechanics include watchmen and guards.

13.11.1 Overtime requirements. No Contractor or Subcontractor contracting for any part of the Contract Work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such Work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

13.11.2 Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in the foregoing paragraph the Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the foregoing paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to Work in excess of the standard workweek of forty hours without payment of the overtime wages required by the foregoing paragraph.

13.11.3 Withholding for unpaid wages and liquidated damages. The District may upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of Work performed by the Contractor or Subcontractor under the Contract or any other Federal contract with the same Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or Subcontractor for unpaid wages and liquidated damages as provided in the foregoing paragraph.

13.11.4 Subcontracts. The Contractor or Subcontractor shall insert in any subcontracts the foregoing paragraphs concerning "Overtime requirements" and "Violation; liability for unpaid wages; liquidated damages" and also a clause requiring each Subcontractor to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any Subcontractor or lower tier Subcontractor with the clauses set forth in paragraphs 27.11.1 through 27.11.4 of this section.

15. Federal Funds – Debarment

As this Project is funded in whole or in part by federal funds, the following provision is added as Section 6.1.5 of the General Conditions:

This Project uses or may plan to use federal funds. Consequently, Contractor is required to provide a signed "Federal Debarment" certification with its bid. This certification is required by the regulation implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 89, Section 98.510, Participants;

responsibilities. The regulations were published as Part of VII of the May 26, 1988 Federal Register (pages 19160-19211).

16. Federal Funds – Byrd Anti-Lobbying

As this Project is funded in whole or in part by federal funds, the following provision is added as Section 6.1.7 of the General Conditions:

If the contract exceeds \$100,000, Contractor is required to provide a signed "Byrd Anti-Lobbying" certification with its bid ((31 U.S.C. 1352) (Appendix II to 2 CFR, Part 200)).

17. Federal Funds – Procurement of recovered materials

As this Project is funded in whole or in part by federal funds, the following provision is added as Section 6.13.5 of the General Conditions:

Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

18. Federal Funds - Domestic preferences for procurements

As this Project is funded in whole or in part by a federal grant made after November 12, 2020, the following provision is added as Section 1.8.10 of the General Conditions:

1.8.10 As appropriate and to the extent consistent with law, Contractor should, to the greatest extent practicable for the Project, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts and purchase orders for work or products for the Project.

1.8.10.1 "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

1.8.10.2 "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

19. Preliminary Schedule of Values

The preliminary schedule of values shall include, at a minimum, the following information and the following structure:

Replace Section 10.1.1.2.3 in the General Conditions with the following provisions:

10.1.1.2.3 The preliminary schedule of values shall not provide for values any greater than the following percentages of the Contract value:

10.1.1.2.3.1 Mobilization and layout combined to equal not more than **[2]**%;

10.1.1.2.3.2 Submittals, samples and shop drawings combined to equal not more than **[4]**%;

10.1.1.2.3.3 Bonds and insurance combined to equal not more than **[2.5]**%.

10.1.1.2.3.4 Closeout documentation shall have a value in the preliminary schedule of not less than **[10]**%.

20. COVID-19 Safety Requirements

Contractor shall, at its cost, timely comply with all applicable federal, State, and local requirements relating to COVID-19 or other public health emergency/epidemic/pandemic protocols.

END OF DOCUMENT.

HAZARDOUS MATERIALS
PROCEDURES & REQUIREMENTS

55. Summary

This document includes information applicable to hazardous materials and hazardous waste abatement.

56. Notice of Hazardous Waste or Materials

- a. Contractor shall give notice in writing to the District, the Construction Manager, and the Architect promptly, before any of the following materials are disturbed, and in no event later than twenty-four (24) hours after first observance, of any:
 - (1) Material that Contractor believes may be a material that is hazardous waste or hazardous material, as defined in section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law;
 - (2) Other material that may present a substantial danger to persons or property exposed thereto in connection with Work at the site.
- b. Contractor's written notice shall indicate whether the hazardous waste or material was shown or indicated in the Contract Documents to be within the scope of Work, and whether the materials were brought to the site by Contractor, its Subcontractors, suppliers, or anyone else for whom Contractor is responsible. As used in this section the term "hazardous materials" shall include, without limitation, asbestos, lead, Polychlorinated biphenyl (PCB), petroleum and related hydrocarbons, and radioactive material.
- c. In response to Contractor's written notice, the District shall investigate the identified conditions.
- d. If the District determines that conditions do not involve hazardous materials or that no change in terms of Contract is justified, the District shall so notify Contractor in writing, stating reasons. If the District and Contractor cannot agree on whether conditions justify an adjustment in Contract Price or Contract Time, or on the extent of any adjustment, Contractor shall proceed with the Work as directed by the District.
- e. If after receipt of notice from the District, Contractor does not agree to resume Work based on a reasonable belief it is unsafe, or does not agree to resume Work under special conditions, then District may order such portion of Work that is in connection with such hazardous condition or such affected area to be deleted from the Work, or performed by others, or District may invoke its rights to terminate the Contract in whole or in part. District will determine entitlement to or the amount or extent of an adjustment, if any, in Contract Price or Contract Time as a result of deleting such portion of Work, or performing the Work by others.

- f. If Contractor stops Work in connection with any hazardous condition and in any area affected thereby, Contractor shall immediately redeploy its workers, equipment, and materials, as necessary, to other portions of the Work to minimize delay and disruption.

57. Additional Warranties and Representations

- a. Contractor represents and warrants that it, its employees, and its subcontractors and their employees, shall at all times have the required levels of familiarity with the Site and the Work, training, and ability to comply fully with all applicable laws and contractual requirements for safe and expeditious performance of the Work, including whatever training is or may be required regarding the activities to be performed (including, but not limited to, all training required to address adequately the actual or potential dangers of Contract performance).
- b. Contractor represents and warrants that it, its employees, and its subcontractors and their employees, shall at all times have and maintain in good standing any and all certifications and licenses required by applicable federal, state, and other governmental and quasi-governmental requirements applicable to the Work.
- c. Contractor represents and warrants that it has studied carefully all requirements of the Specifications regarding procedures for demolition, hazardous waste abatement, or safety practices, specified in the Contract, and prior to submitting its bid, has either (a) verified to its satisfaction that the specified procedures are adequate and sufficient to achieve the results intended by the Contract Documents, or (b) by way of approved "or equal" request or request for clarification and written Addenda, secured changes to the specified procedures sufficient to achieve the results intended by the Contract Documents. Contractor accepts the risk that any specified procedure will result in a completed Project in full compliance with the Contract Documents.

58. Monitoring and Testing

- a. District reserves the right, in its sole discretion, to conduct air monitoring, earth monitoring, Work monitoring, and any other tests (in addition to testing required under the agreement or applicable law), to monitor Contract requirements of safe and statutorily compliant work methods and (where applicable) safe re-entry level air standards under state and federal law upon completion of the job, and compliance of the work with periodic and final inspection by public and quasi-public entities having jurisdiction.
- b. Contractor acknowledges that District has the right to perform, or cause to be performed, various activities and tests including, but not limited to, pre-abatement, during abatement, and post-abatement air monitoring, that District shall have no obligation to perform said activities and tests, and that a portion of said activities and tests may take place prior to the completion of the Work by Contractor. In the event District elects to perform these activities and tests, Contractor shall afford District ample access to the Site and all areas of the Work as may be necessary for the performance of these activities and tests. Contractor will include the potential impact of these

activities or tests by District in the Contract Price and the Scheduled Completion Date.

- c. Notwithstanding District's rights granted by this paragraph, Contractor may retain its own industrial hygiene consultant at Contractor's own expense and may collect samples and may perform tests including, but not limited to, pre-abatement, during abatement, and post-abatement personal air monitoring, and District reserves the right to request documentation of all such activities and tests performed by Contractor relating to the Work and Contractor shall immediately provide that documentation upon request.

59. Compliance with Laws

- a. Contractor shall perform safe, expeditious, and orderly work in accordance with the best practices and the highest standards in the hazardous waste abatement, removal, and disposal industry, the applicable law, and the Contract Documents, including, but not limited to, all responsibilities relating to the preparation and return of waste shipment records, all requirements of the law, delivering of all requisite notices, and obtaining all necessary governmental and quasi-governmental approvals.
- b. Contractor represents that it is familiar with and shall comply with all laws applicable to the Work or completed Work including, but not limited to, all federal, state, and local laws, statutes, standards, rules, regulations, and ordinances applicable to the Work relating to:
 - (1) The protection of the public health, welfare and environment;
 - (2) Storage, handling, or use of asbestos, PCB, lead, petroleum based products, radioactive material, or other hazardous materials;
 - (3) The generation, processing, treatment, storage, transport, disposal, destruction, or other management of asbestos, PCB, lead, petroleum, radioactive material, or hazardous waste materials or other waste materials of any kind; and
 - (4) The protection of environmentally sensitive areas such as wetlands and coastal areas.

60. Disposal

- a. Contractor has the sole responsibility for determining current waste storage, handling, transportation, and disposal regulations for the job Site and for each waste disposal facility. Contractor must comply fully at its sole cost and expense with these regulations and any applicable law. District may, but is not obligated to, require submittals with this information for it to review consistent with the Contract Documents.
- b. Contractor shall develop and implement a system acceptable to District to track hazardous waste from the Site to disposal, including appropriate "Hazardous Waste Manifests" on the EPA form, so that District may track the volume of waste it put in each landfill and receive from each landfill a certificate of receipt.

- c. Contractor shall provide District with the name and address of each waste disposal facility prior to any disposal, and District shall have the express right to reject any proposed disposal facility. Contractor shall not use any disposal facility to which District has objected. Contractor shall document actual disposal or destruction of waste at a designated facility by completing a disposal certificate or certificate of destruction forwarding the original to the District.

61. Permits

- a. Before performing any of the Work, and at such other times as may be required by applicable law, Contractor shall deliver all requisite notices and obtain the approval of all governmental and quasi-governmental authorities having jurisdiction over the Work. Contractor shall submit evidence satisfactory to District that it and any disposal facility:
 - (1) have obtained all required permits, approvals, and the like in a timely manner both prior to commencement of the Work and thereafter as and when required by applicable law; and
 - (2) are in compliance with all such permits, approvals and the regulations.

For example, before commencing any work in connection with the Work involving asbestos-containing materials, or PCBs, or other hazardous materials subject to regulation, Contractor agrees to provide the required notice of intent to renovate or demolish to the appropriate state or federal agency having jurisdiction, by certified mail, return receipt requested, or by some other method of transmittal for which a return receipt is obtained, and to send a copy of that notice to District. Contractor shall not conduct any Work involving asbestos-containing materials or PCBs unless Contractor has first confirmed that the appropriate agency having jurisdiction is in receipt of the required notification. All permits, licenses, and bonds that are required by governmental or quasi-governmental authorities, and all fees, deposits, tap fees, offsite easements, and asbestos and PCB disposal facilities expenses necessary for the prosecution of the Work, shall be procured and paid for by Contractor. Contractor shall give all notices and comply with all the applicable laws bearing on the conduct of the Work as drawn and specified. If Contractor observes or reasonably should have observed that Plans and Specifications and other Contract Documents are at variance therewith, it shall be responsible for promptly notifying District in writing of such fact. If Contractor performs any Work contrary to applicable laws, it shall bear all costs arising therefrom.

- b. In the case of any permits or notices held in District's name or of necessity to be made in District's name, District shall cooperate with Contractor in securing the permit or giving the notice, but the Contractor shall prepare for District review and execution upon approval, all necessary applications, notices, and other materials.

62. Indemnification

To the fullest extent permitted by law, the indemnities and limitations of liability expressed throughout the Contract Documents apply with equal force and effect to any claims or liabilities imposed or existing by virtue of the removal, abatement, and disposal of hazardous waste. This includes, but is not limited to, liabilities connected to the selection and use of a waste disposal facility, a waste transporter, personal injury, property damage, loss of use of property, damage to the environment or natural resources, or "disposal" and "release" of materials associated with the Work (as defined in 42 U.S.C. § 9601 *et seq.*).

63. Termination

District shall have an absolute right to terminate for default immediately without notice and without an opportunity to cure should Contractor knowingly or recklessly commit a material breach of the terms of the Contract Documents, or any applicable law, on any matter involving the exposure of persons or property to hazardous waste. However, if the breach of contract exposing persons or property to hazardous waste is due solely to an ordinary, unintentional, and non-reckless failure to exercise reasonable care, then the procedures for termination for cause shall apply without modification.

END OF DOCUMENT