ADDENDUM NO. 2

Project: Mt Diablo Unified School District
1940 BID VOLUME 01

Date: **April 24, 2024**

To all bidders submitting proposals for the above captioned project. This Addendum is hereby included in the Contract Documents to the same extent as though it were originally included therein. The following items modify, add to, delete from, or explain the drawings and/or specifications. The contents of this Addendum shall take precedence over the original specifications and plans.

A. CHANGES TO SPECIFICATIONS

Item 1. 00 01 15 – List of Drawings, Tables, and Schedules
- Update list of drawings and milestone schedule

Item 2. 00 11 16 – Notice to Bidders
- Updated Bid Date
- Updated Agreement executions
- Updated "Total Base Bid" determination

Item 3. 00 21 13 – Instructions to Bidders
- Updated Agreement executions
- Updated "Total Base Bid" determination

Item 4. 00 41 13 – Bid Form
- Added unit price item #1 – LBP Disposal
- Added list of Addenda to the Bid Form for acknowledgment

Item 5. 00 43 36 – Subcontractors List
- Updated to be submitted as a list per site

Item 6. 00 45 00 – Notice of Award
- Updated to Form

Item 7. 00 45 10 - Agreement
- Updated to Form

Item 8 00 65 10 – Notice to Proceed
- Updated to Form

Item 9 00 71 00 – Special Conditions
- Updated to include District Furniture Delivery

B. ATTACHMENTS

A. SPECIFICATIONS

- **00 01 15 LIST OF DRAWINGS, TABLES AND SCHEDULES**
- **00 11 16 – Notice to Bidders**
- **00 21 13 – Instructions to Bidders**
- **00 41 13 – Bid Form**
- **00 43 36 – Subcontractors List**
- **00 45 00 – Notice of Award**
- **00 45 10 – Agreement**
- **00 65 10 – Notice to Proceed**
- **00 71 00 – Special Conditions**

DOCUMENT 00 01 15

LIST OF DRAWINGS, TABLES AND SCHEDULES

DRAWINGS

1. **Meadow Homes Elementary School**

Sheet Number	**Description**
General Information	
1G-001	Title Sheet
1G-002	Cal Green Code Compliance
1G-100	Code Site Plan
1G-900	Accessibility Clearances
Civil	
1C1.1	Demolition Plan
1C2.1	Drainage & Grading Plan
1C3.1	Notes, Details, & Legend
1C3.2	Details
Architectural	
1A-021	Demolition Plan – Bldg F, G
1A-022	Demolition Plan – Bldg H, I
1A-023	Demolition Plan – Building J & D
1A-101	Enlarged Site Plan
1A-111	Site Details
1A-201	Floor Plan – Bldg F, G
1A-202	Floor Plan – Bldg H, I
1A-203	Floor Plan – Bldg J
1A-221	Demo & New Roof Plan – Bldg H1
1A-251	Finish Plan – Bldg F, G
1A-252	Finish Plan – Bldg H, I
1A-253	Finish Plan – Bldg J& D
1A-301	Exterior Elevations
1A-302	Exterior Elevations
1A-501	Enlarged Plans
1A-502	Enlarged Plans
1A-601	Interior Elevations
1A-801	Door Schedule
1A-901	Wall and Door Details
1A-921	Interior Details
1A-923	Signage Details

Structural

1S-100	General Notes
1S-201	Bldg H1 Roof Framing Plan & Details

Mechanical

1MP-001	Legends & Notes
1MP-002	Schedules
1MP-003	Schedules
1MP-201	Bldgs F & D.1-Demo & New Floor
1MP-202	Bldgs G.2-G.4-Demo & New Floor
1MP-203	Bldgs H.1-H.4-Demo & New Floor
1MP-204	Bldgs I.2, I.3-Demo & New Floor
1MP-205	Bldgs J.1, J.2-Demo & New Floor
1MP-301	Bldgs D & H.1 Demo & New Roof
1MP-501	Controls
1MP-601	Details
1MP-602	Details
1MP-801	T24-Mechanical
1MP-802	T24-Mechanical

Electrical

1E000	General Information
1E001	Schedules
1E100	Site Plan
1E301	Power & Signal Plans
1E302	Power & Signal Plans
1E303	Power & Signal Plans
1E304	Power & Signal Plans
1E305	Power & Signal Plans

Fire Alarm

1F000	General Information
1F001	Schedules
1F100	Site plan
1F301	Power & Signal Plans
1F301	Diagrams
1F401	Details

Technology

1T-000	Cover Sheet
1T-010	Site Plan Demo
1T-020	Floor plans Demo
1T-021	Floor plans Demo
1T-100	Site Plan New
1T-200	Floor Plans New

1T-201	Floor Plans New
1T-700	Single Lines
1T-701	Single Lines
1T-800	Details
1T-801	Details
1T-802	Details

2. <u>Mt. Diablo Elementary School</u>

Sheet Number	**Description**
General Information	
1G-001	Title Sheet
1G-002	Cal Green Code Compliance
1G-101	Overall Site Plan
1G-201	Building 1 & 5 Exit Analysis Plan
1G-202	Building 8 Exit Analysis Plan
1G-900	Accessibility Clearances
Civil	
C1.1	Demolition Plan
C2.1	Drainage & Grading Plan
C3.1	Underground Utilities Plan
C4.1	Notes, Legend, & Details
C4.2	Details
C5.1	Horizontal Control Plan
Architectural	
1A-021	Bldg K &1 Demolition Floor Plan
1A-022	Bldg 5 Admin-Demo Floor & Ceiling
1A-023	Bldg 7&8-Demo Floor Plan
1A-031	Bldg K&1-Demo Ceiling Plan
1A-111	Site Details
1A-201	Bldg K&1 Floor Plan & Ceiling Plan
1A-202	Bldg 5 Admin-Floor Plan & Ceiling Plan
1A-203	Bldg 5 Admin-Demo & New Roof Plan
1A-205	Bldg 7&8-Floor & Roof Plan
1A-251	Bldg K, 1, 5, & 8 - Finish & Signage Plan
1A-301	Bldg K, 1, & 5 - Exterior Elevations
1A-304	Bldg 7 & 8 - Exterior Elevations

1A-401	Bldg 5 - Sections
1A-501	Enlarged Plans and Elevations
1A-502	Enlarged Plans and Elevations
1A-503	Enlarged Plans and Elevations
1A-601	Bldg K & 1 Interior Elevations
1A-602	Bldg 1 & 5 Interior Elevations
1A-603	Bldg 8 - Interior Elevations
1A-604	Casework Elevations
1A-701	Exterior & Roof Details
1A-801	Door Schedule
1A-811	Window Schedule
1A-821	Door and Window Details
1A-911	Wall Types & Details
1A-921	Interior Details
1A-922	Ceiling Details
1A-925	Signage Details
1A-931	Casework Details

Structural

1S-100	General Notes
1S-201	Bldg 1 Foundation & Building 7 Roof Framing Plans
1S-501	Typical Concrete Details
1S-800	Nailing Schedule
1S-801	Framing Details
1S-802	Framing Details

Mechanical

1MP-001	Legends & Notes
1MP-002	Schedules
1MP-003	Schematics & Sequences
1MP-201	Bldg 1 - Demo & New Floor Plans
1MP-202	Bldg 5 - Demo & New Floor Plans
1MP-203	Bldg 7 - Demo & New Floor Plans
1MP-204	Bldg 8 - Demo & New Floor Plans
1MP-301	Bldg 7 & - Demo & New Roof Plans
1MP-401	Bldg 1 & 5- Demo & New Restroom Plans
1MP-601	Details
1MP-602	Details
1MP-801	T24-Mechanical
1MP-802	T24-Mechanical

Electrical

1E-000	General Information

1E-001	General Information
1E-002	Schedules
1E-003	Schedules
1E-100	Site Plan
1E-201	Lighting Plans
1E-202	Lighting Plans
1E-203	Lighting Plans
1E-301	Power & Signal Plans
1E-302	Power & Signal Plans
1E-303	Power & Signal Plans
1E-304	Power & Signal Plans
1E-305	Power & Signal Plans
1E401	Details
1E402	Details
1E403	Details
1E501	Title 24
1E502	Title 24

Fire Protection

1F000	General Information
1F001	Schedules
1F100	Site Plan
1F201	Fire Alarm Plans
1F202	Fire Alarm Plans
1F203	Fire Alarm Plans
1F204	Fire Alarm Plans
1F301	Details
1F401	Details

Technology

1T-000	Cover Sheet
1T-010	Site Plan Demo
1T-020	Floor plans Demo
1T-021	Floor Plans Demo
1T-100	Site Plan New
1T-200	Floor Plans New
1T-201	Floor Plans New
1T-300	RCP New
1T-301	RCP New
1T-700	Single Lines
1T-701	Single Lines
1T-800	Details
1T-801	Details
1T-802	Details

3. **Rio Vista Elementary School**

Sheet Number	Description
General Information	
1G-001	Title Sheet
1G-002	Cal Green Code Compliance
1G-101	Fire Authority Site plan
1G-201	Bldg 1&2 Exit Analysis
1G-202	Bldg 5&7 Exit Analysis
1G-900	Accessibility Clearances
Civil	
1-C1.1	Demolition Plan
1-C2.1	Grading & Drainage Plan
1-C3.1	Notes, Legend & Details
1-C3.2	Details
Architectural	
1A-021	Bldg 1&2 - Demo Floor Plan
1A-022	Bldg 5&7 - Demo Floor Plan
1A-023	Bldg 2 - Demo RCP
1A-024	Bldg 5&7 - Demo RCP
1A-031	Bldg 1&2 - Demo Exterior Elevations
1A-032	Bldg 5&7 - Demo Exterior Elevations
1A-102	Enlarged Site Plan, Demo & Fencing Elevations
1A-111	Site Details
1A-201	Bldg 1&2 Floor Plan
1A-202	Bldg 5&7 Floor Plan
1A-205	Bldg 1&2 Roof Plan
1A-206	Bldg 5&7 Roof Plan
1A-211	Bldg 2 - RCP
1A-212	Bldg 5&7 RCP
1A-251	Bldg 2 - Finish & Signage Plan
1A-252	Bldg 5&7 - Finish & Signage Plan
1A-301	Bldg 1&2 - Exterior Elevations
1A-302	Bldg 5&7 - Exterior Elevations
1A-401	Building Sections
1A-501	Restroom Plan Enlargement
1A-502	Restroom Plan Enlargement
1A-601	Bldg 2 - Interior Elevations
1A-602	Bldg 2 - Interior Elevations

1A-603	Bldg 2 - Interior Elevations
1A-604	Bldg 5 - Interior Elevations
1A-605	Bldg 5 - Interior Elevations
1A-606	Bldg 5 - Interior Elevations
1A-607	Bldg 7 - Interior Elevations
1A-608	Bldg 7 - Interior Elevations
1A-609	Casework Elevations
1A-701	Exterior Details
1A-702	Exterior Details
1A-801	Door schedule
1A-811	Window Scheule
1A-821	Door and Window Details
1A-911	Wall Types & Details
1A-921	Interior Details
1A-922	Ceiling Details
1A-923	Ceiling Details
1A-924	Ceiling Details
1A-925	Signage Details
1A-931	Casework Details

Structural

1S-100	General Notes
1S-201	Bldg 1&2 - Foundation Plans
1S-202	Bldg 5&7 - Foundation Plans
1S-203	Bldg 1&2 - Roof Framing Plans
1S-204	Bldg 5&7 Framing Plans
1S-501	Typical Concrete Details
1S-502	Concrete Details
1S-800	Nailing Schedule
1S-801	Framing Details
1S-802	Framing Details

Mechanical

1MP-001	Legends & Notes
1MP-002	Schedules-Mechanical
1MP-003	Schedules-Plumbing
1MP-201	Bldg 1 MPR-Demo & New Floor Plans
1MP-202	Bldg 2-Demo & New Floor Plans
1MP-203	Bldg 5-Demo & New Floor Plans
1MP-204	Bldg 7-Demo & New Floor Plans
1MP-301	Bldgs 1&5-Demo & New Roof Plans
1MP-401	Bldg 2-Demo & New Restroom Plans

1MP-402	Bldg 5 Admin-Demo & New Restroom Plans
1MP-501	Controls
1MP-502	Controls
1MP-601	Details
1MP-602	Details
1MP-801	T24-Mechanical
1MP-802	T24-Mechanical

Electrical

1.E-000	General Information
1.E-001	General Information
1.E-002	Schedules
1.E-003	Schedules
1.E-004	Site Plan
1.E-201	Lighting Plans
1.E-202	Lighting Plans
1.E-203	Lighting Plans
1.E-204	Lighting Plans
1.E-301	Power & Signal Plans
1.E-302	Power & Signal Plans
1.E-303	Power & Signal Plans
1.E-304	Power & Signal Plans
1.E-305	Power & Signal Plans
1E401	Details
1E402	Details
1E403	Details
1E501	Title 24
1E502	Title 24
1E503	Title 24
1E504	Titel 24

Fire Alarm

1F000	General Information
1F001	Schedules
1F002	Schedules
1F100	Site Plan
1F200	Fire Alarm Plans
1F201	Fire Alarm Plans
1F202	Fire Alarm Plans
1F203	Fire Alarm Plans
1F204	Fire Alarm Plans
1F205	Fire Alarm Plans
1F301	Diagrams

1F302	Diagrams
1F401	Details

Technology

1T-000	Cover Sheet
1T-010	Site Plan Demo
1T-020	Floor plans Demo
1T-021	Floor Plans Demo
1T-100	Site Plan New
1T-200	Floor Plans New
1T-201	Floor Plans New
1T-300	RCP New
1T-301	RCP New
1T-700	Single Lines
1T-701	CCTV Views
1T-800	Details
1T-801	Details
1T-802	Details
1T-803	Details

SCHEDULES

The following is the anticipated schedule for the projects;

1. Projected Bid Package Activities	**Date**
Publish	March 22, 2024 and March 29, 2024
Mandatory Bid Walk	April 17, 2024 2:00p.m.
Request for Information Deadline	April 19, 2024 @ 3:00 p.m.
Mandatory Bid Walk	April 17, 2024 @ 2:00 p.m.
Bids Due	**April 30, 2024 @ 1:00 p.m.**
Board Action	May 8, 2024
Notice of Awards	May 9, 2024
Contractor Documentation	May 17, 2024
Anticipated Notices to Proceed	June 5, 2024
Construction Begins-	
Rio Vista, Meadow Homes, Mt. Diablo	**June 5, 2024**
Furniture Delivery-Owner	July 29, 2024
Certificate of Occupancy-	**August 2, 2024**
Project Completion-Meadow Homes ES	**August 20, 2024**
Project Completion-Mt. Diablo ES	**August 20, 2024**
Project Completion-Rio Vista ES	**September 19, 2024**
Anticipated Close Out Documentation	October19, 2024
Anticipated Board Action NOC	November 13, 2024

2. Anticipated Project Milestones

Meadow Homes Elementary:

Milestone #1: Certificate of Occupancy by August 2nd, 2024

Completion of Classroom Interiors (including cleaning), Restroom work, HVAC installation, and technology required prior to Certificate of Occupancy. Path of travel and ADA parking stall site work is required to be completed prior to Certificate of Occupancy.

Contractor to coordinate contract work with furniture delivery and installation by Meteor Education

Contractor to coordinate contract work with Construction Manager and District Technology Team on installation of Owner Provided Equipment.

Any work happening after August 2, 2024 should be coordinated with the District and assumed to be after hours.

Milestone #2: Project Completion by August 20th, 2024

Exterior Door Installation and Final punch list

Mt Diablo Elementary:

Milestone #1: Certificate of Occupancy by August 2nd, 2024

Completion of Classroom Interiors (including cleaning), Completion of Administration Interiors, Restroom work, HVAC installation and repairs, Electrical work, and technology work required prior to Certificate of Occupancy. New Windows at all classrooms are needed for certificate of occupancy. Site work is required to be completed prior to Certificate of Occupancy.

Contractor to coordinate contract work with furniture delivery and installation by Meteor Education

Contractor to coordinate contract work with Construction Manager and District Technology Team on installation of Owner Provided Equipment.

Any work happening after August 2, 2024 should be coordinated with the District and assumed to be after hours

Milestone #2: Project Completion by August 20th, 2024

Exterior Door Installation, Classroom Casework, Roof patching, and Final punch list

Rio Vista Elementary:

Milestone #1: Certificate of Occupancy by August 2nd, 2024
Completion of Classroom Interiors (including cleaning), Completion of Administration Interiors, Restroom work, HVAC installation, and technology required prior to Certificate of Occupancy. New Windows at all classrooms are needed for certificate of occupancy. New Exterior Doors at buildings 2, 5, & 7 are needed for certificate of occupancy. Site work is required to be completed prior to Certificate of Occupancy.

Contractor to coordinate contract work with furniture delivery and installation by Meteor Education

Contractor to coordinate contract work with Construction Manager and District Technology Team on installation of Owner Provided Equipment.

Any work happening after August 2, 2024 should be coordinated with the District and assumed to be after hours

Milestone #2: Project Completion by September 19th

Door Installation (replacement in kind), Classroom Casework, Roof patching, and Final punch list

END OF DOCUMENT

DOCUMENT 00 11 16

NOTICE TO BIDDERS / INVITATION TO BID

1. Notice is hereby given that the governing board ("Board") of the **Mt. Diablo Unified School District** ("District") will receive sealed bids to construct the following project:

   Modernization of Three Elementary School Campuses, Phase 1 ("Project" or "Contract")

2. To bid on this Project, the Bidder is required to have been prequalified by the District. In addition, if the Project has electrical, mechanical, or plumbing components that will be performed by subcontractors performing under the following license classification(s), then each of those subcontractors that intend to bid as a first-tier subcontractor to a general contractor (prime contractor) are required to have been prequalified by the District: C-4, C-7, C-10, C-16, C-20, C-34, C-36, C-38, C-42, C-43, and/or C-46. All prequalification questionnaires will be received until 3:00 p.m., April 15th, , 2024 , through the District's Prequalification Vendor, Quality Bidders at https://www.qualitybidders.com/users/sign_up.

3. Contractors must submit sealed bids on or before 1:00 p.m., April 30 , 2024, at the District Office, located at Purchasing and Warehouse, 2326 Bisso Lane,, Concord, California 94520, at or after which time the District will open the bids and publicly read them aloud. Any claim by a Bidder of error in its bid must be made in compliance with Public Contract Code § 5100, et seq. Any bid that is submitted after this time shall be non-responsive and returned to the Bidder. The District is not responsible for Bids that are received after the deadline noted above.

4. This Contract is subject to the District's Project Labor Agreement.

5. The Project consists of:

   Modernization of Three Elementary School Campuses; Meadow Homes Elementary School, Mt. Diablo Elementary School, Rio Vista Elementary School. Work includes, but is not limited to Selective demolition and construction, including associated civil, architectural, structural, plumbing, mechanical and/or electrical work. Some work may include abatement of hazardous materials.

6. 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. A contract must be executed by site and will include payment and performance bonds and insurance by site.

7. To bid on this Project, the Bidder is required to possess one or more of the following State of California Contractor Licenses:

   A – General Engineering Contractor
   B – General Building Contractor

   The Bidder's license(s) must be active and in good standing at the time of the bid opening and must remain so throughout the term of the Contract.

8. As security for its Bid, each Bidder shall provide with its Bid form
   - a bid bond issued by an admitted surety insurer on the form provided by the District,
   - cash, or

- a cashier's check or a certified check, drawn to the order of the **Mt. Diablo Unified School District**, in the amount of ten percent (10%) of the Total Base Bid. This bid security shall be a guarantee that the Bidder shall, 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.

9. 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 Project. A contract must be executed by site and will include payment and performance bonds and insurance by site.

10. 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 Public Contract Code § 22300.

11. The successful Bidder and its subcontractors shall pay all workers on the Project 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 Labor Code § 1770 et seq. Prevailing wage rates are on file with the District and are available to any interested party on request or at **www.dir.ca.gov/oprl/statistics_and_databases.html**. Bidders and Bidders' subcontractors shall comply with the registration and qualification requirements pursuant to Labor Code §§ 1725.5 & 1771.1

12. A mandatory-bid conference and site visit will be held on April __17__ 2024_, at 2__p.m. starting at Rio Vista Elementary School in Bay Point, CA (611 Pacific Ave., Bay Point, CA 94565) and then continue on to Meadow Homes Elementary School in Concord, CA (1371 Detroit, Ave., Concord, CA 94520), and then conclude at Mt. Diablo Elementary School in Clayton, CA (5880 Mt. Zion Dr, Clayton, CA 94517). All prospective Bidders are required to sign in at the Administration Building. The Site Visit is expected to take approximately three hours. Failure to attend or tardiness will render bid ineligible.

13. Contract Documents are available on April 2, 2024.In addition, Contract Documents are available for review at the following builders' exchanges:

Bay Area Builders Exchange **(510) 483 - 8880**

A list of these builders' exchanges is available at the District's Facilities Office.

Contract Documents are also available for review and download on the District's Purchasing & Warehouse webpage: https://www.mdusd.org/departments/purchasing-whse/purchasing-whse.

14. The District's 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.

15. District shall award the Contract, if it awards it at all, to the lowest responsive responsible Bidder based on:

The Base Bid amount only.

END OF DOCUMENT

DOCUMENT 00 21 13

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.

Mt. Diablo Unified 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. **Project.** Bids are requested for a general construction contract, or work described in general, for the following project:

   Modernization of Three Elementary School Campuses, Phase 1 ("Project" or "Contract")

2. The Bidder is required to have been prequalified by the District. In addition, if the Project has electrical, mechanical, or plumbing components that will be performed by subcontractors performing under the following license classification(s), then each of those subcontractors that intend to bid as a first-tier subcontractor to a general contractor (prime contractor) are required to have been prequalified by the District: C-4, C-7, C-10, C-16, C-20, C-34, C-36, C-38, C-42, C-43, and/or C-46. All prequalification questionnaires will be accepted online until **3:00 PM, April 15, 2024**, through the District's Prequalification Vendor, Quality Bidders at https://www.qualitybidders.com/users/sign_up.

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

   a. Contractors must ensure the District receives its bid, sealed and marked with name and address of the Bidder, the Project name and number, the bid number and bid package (if applicable), and the date for opening bids.

1. **Bid Opening.** Bids will be opened at or after the time indicated for receipt of bids.

2. **Complete Bids.** 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 non-responsive as a result of any error or omission in the Bid. Each Bidder must complete and submit all of the following documents as its Bid:

   - Bid Form
   - Bid Bond or other security
   - Designated Subcontractors List
   - Noncollusion Declaration
   - Iran Contracting Act Certification

   a. **Bid Form.** Bidders must submit Bids on the Bid Form and all other required District forms. Bids not submitted on the District's required forms shall be deemed non-responsive and shall not be considered. Additional sheets required to fully respond to requested information are permissible. Bidders shall not modify the Bid Form or qualify their Bids. Bidders shall not submit scanned, re-typed, word-processed, or otherwise recreated versions of the Bid Form or other District-provided documents.

b. **Bid Bond or Other Security.** Bidders must submit their Bid Form with 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 their Total Base Bid amount, including all additive alternates. Required form of corporate surety, Bid Bond, is provided by District and must be used and fully completed by Bidders choosing to provide a Bid Bond as security. The Surety on Bidders' 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 non-responsive and will not be considered.

c. **Designated Subcontractors List: A subcontractors list per site must be submitted.** 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 the Bidder's total Bid. Failure to fully complete and submit this list when required by law shall result in Bid being deemed non-responsive and the Bid will not be considered.

d. **Noncollusion Declaration.** Bidders shall submit the Noncollusion Declaration with their Bids. Bids submitted without the Noncollusion Declaration shall be deemed non-responsive and will not be considered.

e. **Iran Contracting Act Certification.** Bidders shall submit the Iran Contracting Act Certification with their Bids. Bids submitted without the Iran Contracting Act Certification shall be deemed non-responsive and will not be considered.

3. **Erasures.** Bids shall be clearly written without erasure or deletions. District reserves the right to reject any Bid containing erasures or deletions.

4. **Prevailing Wages.** Pursuant to sections 1770 et seq. of the California Labor Code, Bidder and all Subcontractors under the Bidder 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 State of California Department of Industrial Relations (DIR) for the type of work performed and the locality in which the work is to be performed within the boundaries of the District. 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 the DIR are on file with the District and are available to any interested party on request or at **www.dir.ca.gov/oprl/statistics_and_databases.html**.

5. **Contractor Registration.** Bidder shall ensure that it and its Subcontractors comply with the registration and compliance monitoring provisions of Labor Code section 1771.4, including furnishing its CPRs to the Labor Commissioner, and are registered pursuant to Labor Code section 1725.5. Bidder and its subcontractors shall comply with Labor Code section 1725.5 to be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of the Contract.

6. **Project Labor Agreement.** The District is implementing a Project Labor Agreement on this Project. (See Document 00 73 49)

7. **DVBE.** 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. For any project that is at least partially state-funded, the low Bidder must submit certification of compliance with the procedures for implementation of DVBE contracting goals with its signed Agreement. DVBE Certification Participation Forms are attached. Bidders should not submit these forms with their Bids.

8. **Bidder Diligence.** Submission of Bid signifies careful examination of the Contract Documents and a 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 Bid shall constitute the Bidder's express representation to District that Bidder has fully completed the following:

   a. Bidder has visited the Project 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 Price, within the Contract Time, and in accordance with the other terms and conditions of Contract Documents, including specifically the provisions of the General Conditions. Bidder has notified the District if it contends that it requires additional examinations, investigations, explorations, tests, reports, studies, or similar information or data prior to submitting its bid;

   c. Bidder has correlated its knowledge and the results of all 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 thereof by the District is 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 the Instructions to Bidders and that Bidder represented in its Bid Form and the Agreement that it performed prior to bidding. Bidder 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 this information is correctly shown or indicated. This information is verifiable by independent investigation and Bidder is required to make that 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 this information for bidding or construction; nor is District responsible in any way for any conclusions or opinions of Bidder drawn from that information; nor is District responsible for subsurface conditions that are not specifically shown if those subsurface conditions are reasonably determinable by above-ground conditions and observation or as-built conditions (e.g., subsurface soil conditions in areas contiguous to areas where an above-ground condition is shown; utility pipes between a manhole and a water source, etc.).

h. **Conditions Shown in Reports and Drawings Supplied for Informational Purposes**: Reference is made to the document entitled Existing Information and Documentation Regarding Project Site, for identification of:

(1) Subsurface Conditions: Those reports of explorations and tests of subsurface conditions at or contiguous to the Project 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 Project 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 Existing Information and Documentation Regarding Project Site, and underground facilities data, Bidder may not in any manner rely on the information in these reports and drawings.

9. **As-Builts.** 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 Information and Documentation Regarding Project Site applies to all supplied "as-built" drawings.

10. **Questions.** All questions about the meaning or intent of the Contract Documents are to be directed in writing to the District representative, Mike Torres via email at mike.torres@6dpmcm.com. Interpretations or clarifications considered necessary by the District in response to those questions will be issued in writing by Addenda faxed, mailed, or delivered to all parties recorded by the District as having received the Contract Documents. Questions received less than **eleven (11)** 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.

11. **Addenda.** Addenda may also be issued to modify parts of the Contract Documents as deemed advisable by the District. Bidder must acknowledge each Addendum in its Bid Form by number or its Bid

may be considered non-responsive. Each Addenda shall be part of the Contract Documents. A complete listing of Addenda may be obtained from the District.

12. **Substitution for Specified Items**. Bids shall be based on products and systems specified in the Contract Documents or listed by name in Addenda. All requests must comply with the requirements specified in the General Conditions, the Specifications and the following:

    a. **Request for Substitution Prior to Bid**.

        (1) District must receive any request for substitution a minimum of **FOURTEEN (14)** calendar days prior to the date of bid opening.

        (2) **Information with Request.** Requests for substitutions shall contain sufficient information to assess acceptability of the product or system and impact to Project, including, without limitation, the requirements specified in the General Conditions and the Specifications. Insufficient information shall be grounds for rejection of substitution.

        (3) The District's denial of a substitution request prior to the date of bid opening shall be conclusive, requiring Bidders to list only approved items. The District is not responsible and/or liable in any way for a Bidder's damages and/or claims related, in any way, to that Bidder's basing its bid on any requested substitution that the District has not approved. Bidder's Bid shall be deemed non-responsive if it identifies a product or manufacturer of a non-approved substitution.

        (4) Approved substitutions shall be listed in Addenda.

        (5) District reserves the right not to act upon submittals of substitutions until after the date of bid opening. If the District does not act on a substitution request prior to the date of bid opening, Bidders must bid based on products and systems specified in Contract Documents or listed by name in Addenda.

    b. **Request for Substitution after Bid Award**. Substitutions may be requested after the Contract has been awarded only if indicated in and in accordance with requirements specified in the General Conditions, as may be modified in the Special Conditions.

13. **Alternates.** The 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. 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 Invitation to Bid.

14. **Notice of Award.** The Bidder awarded the Contract 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. The projects will be separated and all documents post bid will be required to be submitter per each site. All awards will be made in the District's best interest. No award will be made to a bidder which is not prequalified and no award will be made to a Bidder tht is not registered in accordance with

    Failure to properly and timely submit these documents entitles District to, among other remedies, make a claim against Bidder's Bid Bond or deposit Bidder's cash, cashier's check, or certified check. The proceeds thereof may be retained by District as liquidated damages, in District's sole discretion.

a. Agreement-**A contract must be executed by site and will include payment and performance bonds and insurance by site**: To be executed by successful Bidder. Submit four (3) copies, each bearing an original signature.

b. Escrow of Bid Documentation: This must include all required documentation. See the document Escrow of 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 (100%) (Contractor's Labor and Material Bond): On the form provided in the Contract Documents and fully executed as indicated on the form.

e. Insurance Certificates and Endorsements as required.

f. Certifications to be Completed by Contractor

g. Disabled Veterans' Business Enterprise Participation Certification.

h. Criminal Background Investigation/Fingerprinting Certification.

15. **Notice to Proceed**. District may issue a Notice to Proceed within **THREE (3)** months from the date of the Notice of Award. Upon receipt of the Notice to Proceed, Contractor shall complete the Work within the period of time indicated in the Contract Documents. It is further expressly understood by Contractor that Contractor shall not be entitled to any claim of additional compensation or additional time when the Notice to Proceed is issued within the 3-month period.

    a. The District may postpone issuing the Notice to Proceed beyond the 3-month period, upon reasonable notice to Contractor.

    b. If the Contractor believes that a postponement of issuance of the Notice to Proceed will cause a hardship to Contractor, the Contractor may, by written notice to District within **SEVEN (7)** calendar days after receipt by Contractor of District's notice of postponement, take one of the following actions:

        (1) **Agree with the postponement**. This would be at no additional cost to the District.

        (2) **Terminate the Contract**. District shall only be obligated to pay Contractor for any Work that Contractor had performed at the time of notification of postponement and that the District had in writing authorized Contractor to perform, if any, prior to issuing a Notice to Proceed.

        (3) **Request additional compensation**. Contractor must submit detailed documentation demonstrating the need for that additional compensation, compared to the calculations and amounts that Contractor used to prepare its bid. If the Parties do not agree on an amount for the requested additional compensation, the Contractor can agree to the postponement without any additional compensation, or either Party may terminate the Contract.

    c. If the Contract is terminated as a result of a notice of postponement, District shall have the authority to award the Contract to the next lowest responsive responsible Bidder.

16. **Bid Protests.** Any bid protest by any Bidder regarding any other bid on this Project must be submitted in

writing to the District, before 5:00 p.m. of the **THIRD (3rd)** Business Day following the date of bid opening.

a. The protest must contain a complete statement of any and all bases for the protest.

b. The protest must refer to the specific portions of all documents that form the bases for the protest, including the specific portion(s) of the bid(s) that the Bidder is protesting.

c. The protest must include the name, address and telephone number of the person representing the protesting party.

d. 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, which must include all other Bidders or proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.

e. 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.

17. **Rejection of Bids.** District reserves the right to reject any or all bids, including without limitation the right to reject any or all nonconforming, non-responsive, 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 inconsequential deviations not involving price, time, or changes in the Work. For purposes of this paragraph, an "unbalanced bid" is one having nominal prices for work item(s) that represent substantive work and/or overly-enhanced prices for nominal work item(s).

18. **Bidder's Representative's Authority.** Each bid must be executed by an authorized representative of the Bidder. Bidders may be asked to provide documentation of that authority (e.g., an authenticated resolution of its Board of Directors, a power of attorney evidencing the capacity of the person signing the Bid Form to bind the Bidder to its bid, etc.).

19. **Bidder Responsibility.** 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 Contract Time.

END OF DOCUMENT

DOCUMENT 00 41 13

BID FORM

To: Governing Board of **Mt. Diablo Unified School District** ("District")

From: _____
(Proper Name of Bidder)

1. **Total Bid.** The undersigned declares that the Contract Documents including, without limitation, the Invitation to Bid, the Instructions to Bidders, and the Special Conditions have been read, 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 for the following project:

   Modernization of Three Elementary School Campuses, Phase 1 ("Project" or "Contract")

   and will accept in full payment for that Work the following total lump sum amount, all taxes included:

Bid Item No. 1 for Rio Vista Elementary School Modernization – Increment 01	**$** _____ **Dollars**
Bid Item No. 2 for Meadow Homes Elementary School Modernization – Increment 01	**$** _____ **Dollars**
Bid Item No. 3 for Mt. Diablo Elementary School Modernization – Increment 01	**$** _____ **Dollars**
TOTAL BASE BID *(Sum of Bid Item No.1, Bid Item No. 2, and Bid Item No.3)* **NOTE: IF THERE ARE ALLOWANCES IDENTIFIED IN THIS BID FORM, DO NOT INCLUDE ANY ALLOWANCE(S) AMOUNTS IN THESE BID AMOUNTS.**	**$** _____ **Dollars**

2. **Unit Price(s).** The Bidder's Base Bid includes the following unit price(s), which the Bidder must provide and the District may, at its discretion, utilize in valuing additive and/or deductive change orders:

Unit Price #1

Cost per disposal unit to remove and dispose of hazardous Lead-Based Paint window frames as RCRA (estimated to be 100-4x4 and 75-4x9 total windows)	**$** _____ **Dollars/disposal unit**

3. **Allowance(s).** The Bidder's Total Base Bid shall **NOT** include the following potential Allowance(s). The District will add some or all of the following Allowance(s) amount(s) to the successful bidder's Contract, at the District's discretion. Contractor shall be permitted to invoice for Work under an Allowance in the identical structure as a Change Order.

Owner Allowance - Bid Item No. 1 for Rio Vista Elementary School Modernization – Phase 1	$_____ **Dollars** (15% of Bid Item No. 1 for Rio Vista Elementary School Modernization – Phase 01)
Owner Allowance - Bid Item No. 2 for Meadow Homes Elementary School Modernization – Phase 1	$_____ **Dollars** (15% of Bid Item No. 2 for Meadow Homes Elementary School Modernization – Phase 01)
Owner Allowance - Bid Item No. 3 for Mt. Diablo Elementary School Modernization – Phase 1	$_____ **Dollars** (15% of Bid Item No. 3 for Mt. Diablo Elementary School Modernization – Phase 01)

4. **Contract Review.** The undersigned has reviewed the Work outlined in the Contract Documents and fully understands the scope of Work required in this bid, 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 bid, 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.

5. **Requests for Clarification.** 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.

6. **Contract Time.** 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.

7. **Contractual Provisions.** The undersigned hereby acknowledges and agrees to be bound by following provisions and all provisions in the Contract Documents:

    - The liquidated damages clause of the General Conditions and Agreement.
    - The "Changes in the Work" provisions in the General Conditions that limit the permitted charges and mark-ups on change orders and on the amount of home office overhead that the successful bidder can receive from the District.
    - The "Claims" provisions in the General Conditions that delineate the required process to submit and process disputes and claims.
    - The "COVID-19" provisions in the Contract Documents related to the Contractor's staffing requirements and its compliance with all applicable and existing federal, state, and/or local statutes, orders, rules, regulations, ordinances, and/or directives relating to construction site safety in connection with COVID-19, and/or any similar virus or derivative strain.

8. **Bid Open for 90 Days.** 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.

9. **Attachments.** The following documents are attached hereto:

- The Bid Bond on the District's form or other security
- The Designated Subcontractors List
- The Noncollusion Declaration
- Iran Contracting Act Certification

10. **Addenda Acknowledgement.** Receipt and acceptance of the following addenda is hereby acknowledged (please date each item listed below):

No. 1-Meadow Homes ES, Dated _____	No.2-Meadow Homes ES, Dated _____
No. 1-Mt. Diablo ES, Dated _____	No.2-Mt. Diablo ES, Dated _____
No.1-Rio Vista ES, Dated _____	No.2-Rio Vista ES, Dated _____
No.2-Volume 1 , Dated _____	
☐ Or check here if **no** addenda were issued.	

11. **Bidder's License.** Bidder acknowledges that the license required for performance of the Work is as stated in the Invitation to Bid. 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. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.

12. **Labor Harmony.** The undersigned 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.

13. **Project Labor Agreement.** The District is implementing a Project Labor Agreement (PLA) on this Project and Bidder shall ensure that it and its Subcontractors comply with all the provisions of the PLA.

14. **DIR Registration.** Bidder shall ensure that it and its Subcontractors comply with the registration and compliance monitoring provisions of Labor Code section 1771.4, including furnishing its CPRs to the Labor Commissioner, and are registered pursuant to Labor Code section 1725.5.

15. **Prequalification.** The Bidder confirms that it has been prequalified by the District. In addition, the Bidder confirms that, if the Project has electrical, mechanical, or plumbing components that will be performed by first-tier subcontractor with the following license classifications, then those subcontractors have also been prequalified by the District: C-4, C-7, C-10, C-16, C-20, C-34, C-36, C-38, C-42, C-43, and/or C-46.

16. **General Acknowledgement.** The 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. 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.

17. **False Claims Act.** 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, Cal. 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.

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 _____

Signature _____

Signed by (Print Name) _____

Title of Person Signing _____

Name of Bidder _____

Type of Organization _____

Address of Bidder _____

Taxpayer's Identification No. of Bidder _____

Telephone Number _____

Fax Number _____

E-mail _____ Web page _____

Bidder's DIR Registration No.: No.:_____

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

No.: _____ Class: _____ Expiration Date: _____

No.: _____ Class: _____ Expiration Date: _____

If Bidder is a corporation, provide the following:

Name of Corporation: _____

President: _____

Secretary: _____

Treasurer: _____

END OF DOCUMENT

DOCUMENT 00 43 36

DESIGNATED SUBCONTRACTORS LIST

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

Modernization of Three Elementary School Campuses, Phase 1 ("Project" or "Contract")

1. **Listed. A subcontractors list per site must be submitted.** Bidder must list hereinafter the name and location of each subcontractor who will be employed, and the scope of Work that each will perform if the Contract is awarded to the Bidder. Bidder acknowledges and agrees that under Public Contract Code section 4100, et seq., it must clearly identify the name and location of each subcontractor who will perform work or labor or render service to the Bidder in or about the construction of the Work in an amount in excess of one-half of one percent (1/2 of 1%) of Bidder's total Bid.

2. **CSLB Number.** Bidder must provide the Contactor State License Board number ("**CSLB No**.") for all listed subcontractors.

3. **DIR Number.** Bidder must provide the Department of Industrial Relations registration number ("**DIR No**.") for all listed subcontractors.

4. **Same Scope.** If more than one subcontractor is named for the same scope of Work, state with specificity the particular scope or portion that each subcontractor will perform.

5. **No Vendors or Suppliers.** Bidder need not list entities that are only vendors or suppliers of materials.

6. **Not Listed.** As to any Work that Bidder fails to list that is in excess of one-half of one percent (1/2 of 1%) of Bidder's total Bid, Bidder agrees that it is qualified to perform that scope of Work and will perform that scope of Work, or be subjected to penalty under applicable law.

7. **Alternate Work.** If alternate bids 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 (1/2 of 1%) of Bidder's total Bid, including alternates.

8. **Prequalification.** If the Project has electrical, mechanical, or plumbing components that will be performed by subcontractors performing under the following license classification(s), then each of those subcontractors must also have been prequalified by the District: C-4, C-7, C-10, C-16, C-20, C-34, C-36, C-38, C-42, C-43, and/or C-46.

9. **DVBEs.** Bidder must indicate which, if any, of its subcontractors are disabled veteran business enterprises (DVBE) and the estimated percentage of the Work those subcontractor(s) will perform.

10. **Bidders may correct inadvertent error(s) in listing subcontractors' CSLB Nos. or DIR Nos. within twenty-four (24) hours after bid opening.**

11. **Additional Sheets.** If further space is required for the list of proposed subcontractors, additional sheets showing the required information, as indicated below, shall be attached hereto and made a part of this document and submitted with this form.

I certify and declare under penalty of perjury under the laws of the State of California that all the information listed on the following page(s) is complete, true, and correct.
Date:

Proper Name of Bidder: _____

Signature: _____

Print Name: _____

Title: _____

Site: Rio Vista Elementary School

Subcontractor Name	Portion of Work (Scope)	Location of Business	CSLB No.:
			DIR No.:
			If DVBE, % of Work:
Subcontractor Name	**Portion of Work (Scope)**	**Location of Business**	**CSLB No.:**
			DIR No.:
			If DVBE, % of Work:
Subcontractor Name	**Portion of Work (Scope)**	**Location of Business**	**CSLB No.:**
			DIR No.:
			If DVBE, % of Work:
Subcontractor Name	**Portion of Work (Scope)**	**Location of Business**	**CSLB No.:**
			DIR No.:
			If DVBE, % of Work:
Subcontractor Name	**Portion of Work (Scope)**	**Location of Business**	**CSLB No.:**
			DIR No.:
			If DVBE, % of Work:
Subcontractor Name	**Portion of Work (Scope)**	**Location of Business**	**CSLB No.:**
			DIR No.:

			If DVBE, % of Work:
Subcontractor Name	**Portion of Work (Scope)**	**Location of Business**	**CSLB No.:**
			DIR No.:
			If DVBE, % of Work:
Subcontractor Name	**Portion of Work (Scope)**	**Location of Business**	**CSLB No.:**
			DIR No.:
			If DVBE, % of Work:
Subcontractor Name	**Portion of Work (Scope)**	**Location of Business**	**CSLB No.:**
			DIR No.:
			If DVBE, % of Work:
Subcontractor Name	**Portion of Work (Scope)**	**Location of Business**	**CSLB No.:**
			DIR No.:
			If DVBE, % of Work:
Subcontractor Name	**Portion of Work (Scope)**	**Location of Business**	**CSLB No.:**
			DIR No.:
			If DVBE, % of Work:
Subcontractor Name	**Portion of Work (Scope)**	**Location of Business**	**CSLB No.:**
			DIR No.:
			If DVBE, % of Work:
Subcontractor Name	**Portion of Work (Scope)**	**Location of Business**	**CSLB No.:**
			DIR No.:
			If DVBE, % of Work:
Subcontractor Name	**Portion of Work (Scope)**	**Location of Business**	**CSLB No.:**
			DIR No.:
			If DVBE, % of Work:

I certify and declare under penalty of perjury under the laws of the State of California that all the information listed on the following page(s) is complete, true, and correct.

Date:

Proper Name of Bidder: _____

Signature: _____

Print Name: _____

Title: _____

Site: Meadow Homes Elementary School

Subcontractor Name	Portion of Work (Scope)	Location of Business	CSLB No.:
			DIR No.:
			If DVBE, % of Work:
Subcontractor Name	**Portion of Work (Scope)**	**Location of Business**	**CSLB No.:**
			DIR No.:
			If DVBE, % of Work:
Subcontractor Name	**Portion of Work (Scope)**	**Location of Business**	**CSLB No.:**
			DIR No.:
			If DVBE, % of Work:
Subcontractor Name	**Portion of Work (Scope)**	**Location of Business**	**CSLB No.:**
			DIR No.:
			If DVBE, % of Work:
Subcontractor Name	**Portion of Work (Scope)**	**Location of Business**	**CSLB No.:**
			DIR No.:
			If DVBE, % of Work:
Subcontractor Name	**Portion of Work (Scope)**	**Location of Business**	**CSLB No.:**
			DIR No.:

			If DVBE, % of Work:
Subcontractor Name	**Portion of Work (Scope)**	**Location of Business**	**CSLB No.:**
			DIR No.:
			If DVBE, % of Work:
Subcontractor Name	**Portion of Work (Scope)**	**Location of Business**	**CSLB No.:**
			DIR No.:
			If DVBE, % of Work:
Subcontractor Name	**Portion of Work (Scope)**	**Location of Business**	**CSLB No.:**
			DIR No.:
			If DVBE, % of Work:
Subcontractor Name	**Portion of Work (Scope)**	**Location of Business**	**CSLB No.:**
			DIR No.:
			If DVBE, % of Work:
Subcontractor Name	**Portion of Work (Scope)**	**Location of Business**	**CSLB No.:**
			DIR No.:
			If DVBE, % of Work:
Subcontractor Name	**Portion of Work (Scope)**	**Location of Business**	**CSLB No.:**
			DIR No.:
			If DVBE, % of Work:
Subcontractor Name	**Portion of Work (Scope)**	**Location of Business**	**CSLB No.:**
			DIR No.:
			If DVBE, % of Work:

			If DVBE, % of Work:

I certify and declare under penalty of perjury under the laws of the State of California that all the information listed on the following page(s) is complete, true, and correct.

Date:

Proper Name of Bidder: _____

Signature: _____

Print Name: _____

Title: _____

Site: Mt. Diablo Elementary School

Subcontractor Name	**Portion of Work (Scope)**	**Location of Business**	**CSLB No.:**
			DIR No.:
			If DVBE, % of Work:
Subcontractor Name	**Portion of Work (Scope)**	**Location of Business**	**CSLB No.:**
			DIR No.:
			If DVBE, % of Work:
Subcontractor Name	**Portion of Work (Scope)**	**Location of Business**	**CSLB No.:**
			DIR No.:
			If DVBE, % of Work:
Subcontractor Name	**Portion of Work (Scope)**	**Location of Business**	**CSLB No.:**
			DIR No.:
			If DVBE, % of Work:
Subcontractor Name	**Portion of Work (Scope)**	**Location of Business**	**CSLB No.:**
			DIR No.:
			If DVBE, % of Work:

Subcontractor Name	Portion of Work (Scope)	Location of Business	CSLB No.:
			DIR No.:
			If DVBE, % of Work:
Subcontractor Name	Portion of Work (Scope)	Location of Business	CSLB No.:
			DIR No.:
			If DVBE, % of Work:
Subcontractor Name	Portion of Work (Scope)	Location of Business	CSLB No.:
			DIR No.:
			If DVBE, % of Work:
Subcontractor Name	Portion of Work (Scope)	Location of Business	CSLB No.:
			DIR No.:
			If DVBE, % of Work:
Subcontractor Name	Portion of Work (Scope)	Location of Business	CSLB No.:
			DIR No.:
			If DVBE, % of Work:
Subcontractor Name	Portion of Work (Scope)	Location of Business	CSLB No.:
			DIR No.:
			If DVBE, % of Work:
Subcontractor Name	Portion of Work (Scope)	Location of Business	CSLB No.:
			DIR No.:
			If DVBE, % of Work:
Subcontractor Name	Portion of Work (Scope)	Location of Business	CSLB No.:
			DIR No.:
			If DVBE, % of Work:

Subcontractor Name	Portion of Work (Scope)	Location of Business	CSLB No.:
			DIR No.:
			If DVBE, % of Work:

END OF DOCUMENT

DOCUMENT 00 45 00

NOTICE OF AWARD

Dated: _____, 20___

To: _____
("Contractor")

_____
(Address)

From: Governing Board ("Board") of **Mt. Diablo Unified School District** ("District")

Re: **Project/Site Name – Description, BP #** ("Project" or "Contract")

Contractor was awarded the Contract on _____, 20___, by action of the District's Board pursuant to a delegation of authority by the District's Board.

The Contract Price is **$** _____ **Dollars** and includes alternates _____.

Three (3) copies of each of the Contract Documents (except Drawings) accompany the 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.

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

Contractor shall execute and submit the following Contract 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 the following Contract Documents entitles District to foreclose on Contractor's bid bond and award the contract to the next responsive, responsible bidder.

a. Agreement: Submit four (4) copies, each bearing an original signature. **If Contractor is a corporation, Contractor must attach a certified copy of the corporation's by-laws, or the resolution of the Board of Directors of the corporation, authorizing the signatory to execute the Agreement and the bonds required by the Contract Documents.**

b. Escrow of Bid Documentation: Include all required documentation. Refer to the Escrow of Bid Documentation document for details.

c. Performance Bond (100%): Fully executed form provided in the Contract Documents.

d. Payment Bond (100%) (Contractor's Labor and Material Bond): Fully executed form provided in the Contract Documents.

e. Insurance Certificates and Endorsements as required.

f. Certifications to be Completed by Contractor

g. Disabled Veterans' Business Enterprise Participation Certification.

h. Criminal Background Investigation/Fingerprinting Certification.

i. All documents required pursuant to the District's Project Labor Agreement.

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

District will return to Contractor one fully signed counterpart of the Agreement.

Mt. Diablo Unified School District

SIGNATURE: _____

NAME: _____

TITLE: _____

END OF DOCUMENT

DOCUMENT 00 45 10

AGREEMENT
(ONE AGREEMENT T PER SITE MUST BE EXECUTED)

This agreement is made and entered into on _____, 202_____, by and between the **Mt. Diablo Unified School District** ("District") and _____ ("**Contractor**") ("**Agreement**"). The District and the Contractor agree as follows:

1. **The Work:** Contractor shall 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:

   Project/Site Name – Description, BP # ("**Project**" or "**Contract**" or "**Work**")

   The Work shall be performed and completed as required in the Contract Documents as defined in the General Conditions including, without limitation, the Drawings and Specifications, under the direction and supervision of, and subject to, the approval of the District or its authorized representative.

2. **The Contract Documents**:

   a. The complete Contract consists of all Contract Documents as defined in the General Conditions and incorporated herein by this reference. All obligations of the District and Contractor are fully set forth and described in the Contract Documents. The Contract Documents are intended to cooperate so that Work called for in one and not mentioned in the other or vice versa is to be performed the same as if mentioned in all Contract Documents.

   b. **Interpretation of Contract Documents/Order of Precedence**: Questions concerning the intent, precedence, or meaning of the Contract Documents, including the Drawings or Specifications, shall be submitted to the District for interpretation. Inconsistencies in the Contract Documents shall be resolved by giving precedence in the following order:

      (i) District-approved modifications (e.g., Change Orders, Force Account Directives, etc.), beginning with the most recent (if any);
      (ii) Agreement;
      (iii) Special Conditions (if any);
      (iv) Supplemental Conditions (if any);
      (v) General Conditions;
      (vi) Remaining Division 0 documents (Documents beginning with "00");
      (vii) Division 1 Documents (Documents beginning with "01");
      (viii) Division 2 through Division 49 documents (Technical Specifications);
      (ix) Figured dimensions;
      (x) Large-scale drawings;
      (xi) Small-scale drawings.

      In case of conflict, the greater quantity and/or higher standard of workmanship shall apply unless the District expressly in writing (e.g., via a Change Order) accepts a lesser quantity or lower quality of workmanship and the Contract Price is adjusted accordingly. The decision of the District in the matter shall be final.

3. **Integration / Modification.** The Contract Documents and any documents specifically incorporated by

reference are completely integrated as the complete and exclusive statement of the terms of the Agreement. This Agreement supersedes all previous contracts, agreements, and / or communications, both oral and written, and constitutes the entire understanding of the District and Contractor. No extrinsic evidence whatsoever shall be admissible or used to explain or supplement the terms of the Contract, Contract Documents, or any items incorporated by reference. No changes, amendments or alterations shall be effective unless in writing, signed by both Parties, and unless provided otherwise by the Contract Documents.

4. **Classification of Contractor's License**: Contractor hereby acknowledges that it currently holds valid Type _____ Contractor's license(s) issued by the State of California, Contractor's State Licensing Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.

5. **Time for Completion**: It is hereby understood and agreed that the Contractor shall complete the Work within (XX) consecutive calendar days ("**Contract Time**") from the date specified in the District's Notice to Proceed. The District shall not approve an early completion schedule by Contractor. A schedule showing the Work completed in less than the Contract Time indicated in the Contract, shall be considered to have Project Float. Certificate of Occupancy to be completed no later than August 02, 2024.

6. **Completion-Extension of Time**: If Contractor fails to complete the Work within the Contract Time, due allowance being made for the contingencies provided for herein, Contractor shall become liable to District for all loss and damage that District may suffer on account thereof. 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 allows for 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.

7. **Liquidated Damages**: Time is of the essence for all Work to be performed. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that District will sustain in the event of and by reason of Contractor's delay; therefore, pursuant to Government Code section 53069.85 and Public Contract Code section 7203, Contractor shall forfeit and pay to District the following sum(s) as liquidated damages ("**Liquidated Damages**"):

    - **Milestone No. 1 (Certificate of Occupancy): $ 2,000.00 dollars** [**two thousand dollars**] per day as Liquidated Damages for each and every day's delay beyond the time herein prescribed in finishing the Work of Milestone No. 1.
    - **Milestone No. 2 (Project Completion): $ 2,000.00 dollars** [**two thousand dollars**] per day as Liquidated Damages for each and every day's delay beyond the time herein prescribed in finishing the Work of Milestone No. 1.

    a. Each portion of the Liquidated Damages shall be calculated cumulatively. For example, if Contractor is late in completing two milestones and the entire Project, Contractor will forfeit and pay three separate Liquidated Damages amounts. It is hereby understood and agreed that neither the total cumulative Liquidate Damages amount nor any portion of the Liquidated Damage amount are penalties.

    b. District may deduct Liquidated Damages from money due or that may become due Contractor under this Agreement. Contractor's forfeiture of Liquidated Damages to District, and District's right to retain

Liquidated Damages, are as indicated in Government Code section 53069.85 and as indicated herein and in the General Conditions. Liquidated Damages are automatically and without notice of any kind forfeited and payable by Contractor upon the accrual of each day of delay. Neither District's failure or delay in deducting Liquidated Damages from payments otherwise due the Contractor, nor District's failure or delay in notifying Contractor of the forfeiture and payment of Liquidated Damages, shall be deemed a waiver of District's right to Liquidated Damages and/or the District's right to withhold Liquidated Damages from any amounts that would otherwise be payable to the Contractor.

c. Contractor and Surety shall be liable for and pay to District the entire amount of Liquidated Damages including any portion that exceeds the amount of the Contract Price then held, retained or controlled by District.

d. Liquidated Damages shall be in addition, and not in lieu of, District's right to charge Contractor for the District's cost of completing or correcting items of the Work.

8. **Contract Price**: In consideration of the foregoing covenants, promises, and agreements, Contractor offers, in the amounts stated below, to perform the Work according to the Contract Documents. District covenants, promises, and agrees that it will pay and cause to be paid to Contractor in full, and as the Contract Price the following amount(s):

$ _____ Dollars
Base Contract Amount

+ $ Dollars
Owner Allowance Amount

= **$ _____ Dollars**
("Contract Price")

a. **THE ABOVE ALLOWANCES ARE WITHIN THE CONTRACT PRICE ONLY TO THE EXTENT CONTRACTOR HAS PERFORMED WORK ENCOMPASSED BY THE ALLOWANCE DESCRIPTION, CONTRACTOR HAS APPROPRIATELY INVOICED FOR THAT WORK, AND DISTRICT HAS APPROVED CONTRACTOR'S INVOICE. CONTRACTOR SHALL INVOICE ONLY FOR COMPONENTS OF THE WORK ENCOMPASSED BY THE ALLOWANCE DESCRIPTION, IN THE IDENTICAL STRUCTURE AS A CHANGE ORDER. THE UNUSED PORTION OF EACH ALLOWANCE SHALL BE RETAINED BY THE DISTRICT.**

b. The Contract Price shall be paid in lawful money of the United States pursuant to the payment provisions in the General Conditions.

c. The District may, at its sole discretion, increase or decrease the Contract Price by unit prices or alternates contained in Contractor's original bid. If the Bid for the Work included proposal(s) for Alternate Bid Item(s), during Contractor's performance of the Work, the District may elect to add any such Alternate Bid Item(s) if the item did not form a basis for award of the Agreement or delete any such Alternate Bid Item(s) if that item formed a basis for award of the Agreement. If the District elects to add or delete an Alternate Bid Item(s) pursuant to the foregoing, the cost or credit for that Alternate Bid Item(s) shall be as set forth in the Contractor's Bid, at the District's discretion. If any Alternate Bid Item is added or deleted from the Work pursuant to the foregoing, the Contract Time shall be adjusted by the number

of days allocated for the added or deleted Alternate Bid Item in the Contract Documents; if days are not allocated for any Alternate Bid Item added or deleted pursuant to the foregoing, the Contract Time shall be equitably adjusted.

9. **Insurance and Bonds**: Contractor shall provide all required certificates of insurance, and payment and performance bonds.

10. **Performance of Work**: If Contractor fails to perform the Work properly or fails 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, cure the deficiencies and deduct the cost thereof from the payment then or thereafter due Contractor.

11. **COVID-19.** Contractor is responsible for complying with all applicable and existing federal, state, and/or local statutes, orders, rules, regulations, ordinances, and/or directives relating to construction site safety in connection with COVID-19, and/or any similar virus or derivative strain. Contractor shall ensure it has supervisor employees onsite that are trained and knowledgeable of all of these requirements to ensure full compliance on Project Site(s).

12. **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 have authority to approve and/or stop Work if 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. Contractor shall be liable for any delay caused by its non-compliant Work.

13. **Assignment of Contract**: Neither the Contract, nor any part thereof, nor any moneys due or to become due thereunder, may be assigned by Contractor without the written approval of District, nor without the written consent of the Surety on Contractor's Performance Bond (the "Surety"), unless the Surety has waived in writing its right to notice of assignment.

14. **Payment of Prevailing Wages**: Contractor and all Subcontractors under Contractor shall pay all workers on 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.

15. **Project Labor Agreement:** In addition, the District is implementing a Project Labor Agreement (PLA) on this Project and Contractor specifically acknowledges and understands that it shall perform the Work of this Agreement while complying with all the applicable provisions of the PLA.

16. **Contractor & Subcontractor Registration**: Contractor shall comply with the registration and compliance monitoring provisions of Labor Code section 1771.4, including complying with any applicable enforcement by the Department of Industrial Relations.

17. **Authority of Contractor's Representatives**: Contractor hereby certifies that the person who executes this Agreement has the authority and power to legally bind the Contractor. Contractor also certifies that each person(s) it employees on the Project at or above the level of project superintendent, has the authority to legally bind the Contractor.

18. **Severability**: If any term, covenant, condition, or provision 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.

19. Notice: Any notice required by the Agreement shall be in writing, dated and signed by the party giving notice or by a duly authorized representative of that party. Notice shall be served and considered effective if given in one of the following manners and to the following persons and addresses:

a. By personal delivery; considered delivered on the day of delivery.

b. By overnight delivery service; considered delivered one (1) day after date deposited, as indicated by the delivery service.

c. By depositing same in United States mail, enclosed in a sealed envelope; considered delivered three (3) days after date deposited, as indicated by the postmarked date.

d. By registered or certified mail with postage prepaid, return receipt requested; considered delivered on the day the notice is signed for.

If to District	**If to Contractor:**
Mt. Diablo Unified School District	_____
Maintenance & Operations Department	_____
1480 Gasoline Alley, CA 94520	_____, CA _____
ATTN: Melanie Koslow, Director	ATTN: _____

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

Dated: _____, 20_____	Dated: _____, 20_____
Mt. Diablo Unified School District	_____ **Contractor**
Signature: _____	Signature: _____
Print Name: _____	Print Name: _____
Print Title: _____	Print Title: _____

NOTE: If the Contractor is a corporation, Contractor must attach a certified copy of the corporation's by-laws, or of the resolution of the Board of Directors of the corporation, authorizing the above person to execute this Agreement and the bonds required by the Contract Documents.

END OF DOCUMENT

DOCUMENT 00 65 10

NOTICE TO PROCEED

Dated: _____, 20___

To: _____
("Contractor")

_____
(Address)

From: Governing Board ("Board") of **Mt. Diablo Unified School District** ("District")

Re: **Project/Site Name – Description, BP #** ("Project" or "Contract")

Contractor is hereby notified that the Contract Time under the Contract will commence to run on _____ _____, 20___. By that date, Contractor shall start performing its obligations under the Contract Documents. In accordance with the Agreement executed by Contractor, the Contract Time and Project Completion is _____, 20___.

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

1. Contractor's preliminary schedule of construction.

2. Contractor's preliminary schedule of submittals, including Shop Drawings, Product Data, and Samples submittals.

3. Contractor's preliminary schedule of values for all of the Work.

4. Contractor's preliminary Contractor's Safety Plan specifically adapted for the Project.

5. A complete subcontractors list (by site), including the name, address, telephone number, facsimile number, California State Contractor's License number, classification, and monetary value of all Subcontracts.

Thank you. We look forward to a successful Project.

Mt. Diablo Unified School District

SIGNATURE: _____

NAME: _____

TITLE: _____

END OF DOCUMENT

DOCUMENT 00 71 00

SPECIAL CONDITIONS

1. **Site Specific Conditions**

   a. **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 Contractor commences Work. 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 Contractor, unless, at the discretion of District, other arrangements are made in advance.

   b. **Master Key**. Upon request, District may, at its own discretion, provide a master key to the school site for the convenience of Contractor. Contractor agrees to pay all expenses to re-key the entire school site and all other affected District buildings if the master key is lost or stolen or if any unauthorized party obtains a copy of the key or access to the school.

   c. **Maintaining Services**. 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 District. Contractor shall provide temporary services to all facilities interrupted by Contractor's Work.

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

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

   f. **No Work During Student Testing**. Contractor shall, at no additional cost to District and at 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-required tests.

   g. **Badge and Vest Policy for Contractors**. Contractor shall provide their workers and all of Subcontractors' workers, and delivery personnel or others entering the Site, with identification badges and a brightly colored construction vest. These badges and vests shall be worn by all persons who are working on the Project Site.

      (1) Badges must be filled out in full and contain the following information:

         a) Name of Contractor
         b) Name of Employee
         c) Contractor's address and phone number

      (2) Badges must be worn by all these persons when on Site and must be visible at all times. Contractors must inform these persons 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 to, without limitation, confirm a person's identity and a person's right to be on Site, and in any particular area on the Site, at any time.

(3) Failure to display an identification badge and/or to wear a vest as required by this policy may result in the assessment of fines against the Contractor.

2. **Health & Safety.** This provision includes additional requirements related to the Contractor's responsibility related to the health of its workers and to the procedures it must follow related to COVID-19, and is in addition to the requirements already indicated in the Contract Documents including, without limitation, in the Agreement and the General Conditions.

   a. During the work, the Contractor shall comply with all legal, contractual and local government requirements related to the novel Coronavirus and COVID-19 that apply to the work at the time of bidding, including masks and hygiene as may be ordered by the State or Conta Costa County and may be directed in the Contract documents.

   b. Each bidder must include I its bid all costs related to these requirements. If additional COVID-19 requirements are imposed after the bid and the Contractor believes that it is entitled to additional time or money, it must timely submit proper requests pursuant to the Contract Documents.

3. **Supplements.** Supplement to Article 8, Other Contracts/Contractors:

   a. **Work under other contracts. Furniture Installation. As shown on the contract documents,** the District has contracted with a furniture manufacturer to install site furniture prior to Certificate of Occupancy. Anticipated delivery date is reflected in Document 00 01 15 (List of Drawings, Tables and Schedules) and is subject to change.

   b. **Work Sequence.** The Contractor shall construct the Work in stages and at times to accommodate Work under Other Contracts during the construction period and shall coordinate with and include the schedules of Work Under Other Contracts into the Contractor's Schedules.

   c. **Cooperation of Contractor and coordination with other work.** Should construction work, or work of any other nature, be underway by other forces or by other contractors within or adjacent to the limits of the Work at the time of executing the Contract, or should work be performed under the contracts listed in paragraph A above, the Contractor shall cooperate with all such other contractors or forces to the end that any delay or hindrance to their work will be avoided. The cost of such cooperation will be considered as included in the contract price and no additional payment will be made therefor. Contractor shall coordinate with such other contractors and forces as required by Document 00 70 00 (General Conditions).

      (1) Owner reserves the right to perform other or additional work, within or adjacent to the limits of the Work specified, at any time by the use of other forces. Contractor shall coordinate with Owner and any of Owner's forces, or other forces engaged by Owner, as required by Document 00700 (General Conditions).

      (2) Contractor shall limit use of the Site for Work and for construction operations to allow for:

a) District Operations
b) Work by other contractors and tenants

(3) Contractor shall coordinate use of and access to the Site with other contractors, utilities and Owner's forces, as required by Document 00 70 00 (General Conditions). The district has final authority over coordination, use of premises, and access to the Site.

(4) Contactor shall cooperate with the District and others who may occupy or begin work on Site and inside buildings prior to completion of Work of this Contract.

(5) Contractor shall cooperate with contractors for other work, not included n contract, but which may take place during construction period.

END OF DOCUMENT