



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 12.1b

**Meeting Date:** May 18, 2023

**Subject:** Approval/Ratification of Grants, Entitlements, and Other Income Agreements  
Approval/Ratification of Other Agreements  
Approval of Bid Awards  
Approval of Declared Surplus Materials and Equipment  
Change Notices  
Notices of Completion

- Information Item Only
- Approval on Consent Agenda
- Conference (for discussion only)
- Conference/First Reading (Action Anticipated: \_\_\_\_\_)
- Conference/Action
- Action
- Public Hearing

**Division:** Business Services

**Recommendation:** Recommend approval of items submitted.

**Background/Rationale:**

**Financial Considerations:** See attached.

**LCAP Goal(s):** College, Career and Life Ready Graduates; Safe, Emotionally Healthy, Engaged Students; Family and Community Empowerment; Operational Excellence

**Documents Attached:**

1. Expenditure and Other Agreements
2. Recommended Bid Awards – Facilities Projects
3. Change Notices – Facilities Projects

**Estimated Time of Presentation:** N/A

**Submitted by:** Rose Ramos, Chief Business Officer

Tina Alvarez Bevens, Contract Analyst

**Approved by:** Jorge A. Aguilar, Superintendent

## EXPENDITURE AND OTHER AGREEMENTS

### Restricted Funds

<u>Contractor</u>	<u>Description</u>	<u>Amount</u>
<b><u>FACILITIES DEPARTMENT</u></b>		
Lionakis Architects SA23-00543	2/1/23 – 10/31/23: Architectural and engineering services for the Luther Burbank New Softball Field / Baseball Field Improvement project. Project consists of complete replacement of the varsity softball and baseball fields; evaluate six (6) tennis courts to either repair or replace in kind.	\$429,000 Measure H Funds
New Contract: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Lionakis was selected for this project from the District's pool of architects qualified through a Request for Qualification process on February 20, 2020.	
Lionakis Architects SA23-00545	1/13/22 – 12/31/22: Architectural and engineering services for the C.K. McClatchy High School Softball Field and Baseball Field Improvement project.	\$399,000 Measure H Funds
New Contract: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Lionakis was selected for this project from the District's pool of architects qualified through a Request for Qualification process on February 20, 2020.	
Astroturf Corp R23-03325	Replacement of artificial field surface at Rosemont High School. The cost included a prorated warranty settlement as the field was in the last year of warranty status.	\$444,000 Measure Q Funds
New Contract: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Otto Construction R23-04575	Due to the storms in December 2022/January 2023, Luther Burbank High School received storm damage to two (2) classrooms (Classroom J1 and J2) and a fallen eucalyptus tree.	\$185,106.90 Measure Q Funds
New Contract: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Jay Shimansky dba Shimansky Enterprises SA23-00620	4/26/23 – 12/31/25: Inspector and construction administration services for the Cesar Chavez / Edward Kemble Elementary School New Construction and Modernization project.	\$489,500 Measure H Funds
New Contract: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Shimansky Enterprises was selected for this project from the District's pool of DSA-Inspector of Record through a Request for Qualification process on October 31, 2022.	

<p>Matt Fabian dba MCF Construction SA23-00685</p>	<p>6/8/23 – 12/31/25: Inspector and construction administration services for the Nicholas Elementary School New Construction project.</p>	<p>\$467,000 Measure H Funds</p>
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<p>New Contract: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>MCF Construction was selected for this project from the District's pool of DSA-Inspector of Record through a Request for Qualification process on October 31, 2022.</p>
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<p>Gerald Freeman dba Freeman Inspections SA23-00617</p>	<p>5/18/23 – 6/30/25: Inspector and construction administration services for the Cesar Chavez / Edward Kemble Elementary School New Construction and Modernization, Increment 1 project.</p>	<p>\$159,390 Measure H Funds</p>
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<p>New Contract: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>Freeman Inspections was selected for this project from the District's pool of DSA-Inspector of Record through a Request for Qualification process on October 31, 2022.</p>
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<p>Innovative Construction Services SA23-00553</p>	<p>5/18/23 – 12/31/24: Project and construction management services for the Albert Einstein Core Academic Renovation project. Project will include Re-roof, exterior paint, HVAC and landscape.</p>	<p>\$158,750 Measure Q Funds</p>
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<p>New Contract: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>Innovative Construction Services was selected for this project from the District's pool of construction managers qualified through an RFQ process in December 2021.</p>
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**SPECIAL EDUCATION DEPARTMENT**

<p>Creative Bus Sales Inc. R23-05711</p>	<p>The Special Education Department is seeking to purchase two (2) vans that will be wheelchair accessible for Adult Transition Special Education Classes.</p>	<p>\$217,084.46 ESSER III Funds</p>
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<p>Utilizing South County Support Services Agency Bid #2122-SC-11-01</p>	<p>During COVID-19, the students experienced learning loss because they had limited access to pursue their community-based instruction and get established at their work sites to support their independent transition plans written to assist with their post-secondary goals in college, career, and independent living. Despite their mobility limitations, the vans will help all students access transitional programs related to their post-secondary goals. Action Item C1</p>
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<p>New Contract: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
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**ACADEMIC OFFICE DEPARTMENT**

Iris Taylor  
SA23-00434

New Contract:

Yes

No

Approve Amendment No. 2 for additional services and hours leading the planning and organization for the 2023 Summer School program that begins in June 2023.

Total Contract  
Amount:  
\$52,800  
General Funds

\$56,499  
Child  
Development:  
CA Universal  
Pre-K Planning  
Grant Funds

Increase  
Amount:  
\$35,000  
Expanded  
Learning  
Opportunities  
Program  
Funds

New Total  
Contract  
Amount:  
\$144,299

## **RECOMMENDED BID AWARDS – FACILITIES PROJECTS**

**Bid No:** 0029-401 Bret Harte Playground

Bids received: April 24, 2023; 2:00 pm

Recommendation: Award to Lamon Construction

Funding Source: Measure Q

BIDDER	BIDDER LOCATION	AMOUNT
Lamon Construction	Yuba City, CA	\$2,996,000
McGuire Hester	Sacramento, CA	\$3,540,000
Martin Brothers	Sacramento, CA	\$3,634,985

**Bid No:** 0530-434 Luther Burbank Core Academic Renovation Phase 2

Bids received: April 27, 2023; 2:00 pm

Recommendation: Award to Hankins Group

Funding Source: Measure Q

BIDDER	BIDDER LOCATION	AMOUNT
Hankins Group	Chico, CA	\$2,672,639
Landmark Construction	Rocklin, CA	\$3,824,485

## **CHANGE NOTICES – FACILITIES PROJECTS**

The following change notice is submitted for approval.

**Project:** Cesar Chavez / Edward Kemble New Construction and Modernization

**Recommendation:** Balfour Beatty / Clark & Sullivan, a joint venture was awarded preconstruction services at the December 15, 2022 Board of Education Meeting to authorize staff to pursue a lease-leaseback contract with Balfour Beatty / Clark & Sullivan. Once plans are finalized, approved by Division of State Architect and the guaranteed maximum price (GMP) for the project is developed, the construction contract will be submitted to the Board for approval. This request for proposal was publicly advertised on September 26, 2022 and October 3, 2022.

Original Pre-Construction Amount: \$74,810; Measure H Funds

Amendment No. 1 Amount: \$76,836; Measure H Funds (long lead material procurement for Interim Housing); board approved March 2, 2203

Amendment No. 2 Amount: \$535,166; Measure H Funds (long lead material procurement for Interim Housing); board approved May 4, 2023. Approve Amendment No. 2 for \$535,166; Measure H Funds to Balfour Beatty / Clark & Sullivan, a joint venture. Amendment No. 2 is for securing long lead items on materials as part of this summer's interim housing project including carpet, portable foundation systems, and site utilities pipe and fittings. All work as part of a Lease Leaseback (LLB), including amendments, have bids completed at the sub-contractor level by the LLB entity.

Amendment No. 3 Amount: \$11,246,889; Measure H Funds. Approve Amendment No. 3 for \$11,246,889; Measure H Funds to Balfour Beatty / Clark & Sullivan, a joint venture. Amendment No. 3 is for Increment 1 of construction for the Portable Relocation including twenty-two (22) portable classrooms, two (2) restrooms and Admin Office.

New Total Contract Amount: \$11,933,701; Measure H Funds

The cost of construction is currently estimated at \$72,000,000.



**Agreement for Architectural Services**

**between**

**Sacramento City Unified School District**

**and**

**Lionakis**

**Luther Burbank New Softball Field and Baseball Field  
Improvement Project**

**Dated: May 18, 2023**

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## **AGREEMENT FOR ARCHITECTURAL SERVICES**

This Agreement for Architectural Services is made as of May 18, 2023, between the Sacramento City Unified School District, a California public school district ("District"), and Lionakis ("Architect") (collectively "Parties"), for the following project ("Project"):

New Softball Field and Baseball Field Improvements on the campus of Luther Burbank High School, 3500 Florin Road, Sacramento, CA 95823

For and in consideration of the mutual covenants herein contained, the Parties hereto agree as follows:

### **Article 1. Definitions**

- 1.1. In addition to the definitions above, the following definitions of words or phrases shall apply when used in this Agreement, including all Exhibits:
  - 1.1.1. **Agreement:** The Agreement consists exclusively of this document and all identified exhibits attached and incorporated by reference.
  - 1.1.2. **Architect:** The Architect identified in the first paragraph of this Agreement, including all Consultants to the Architect. The term Architect means the Design Professional in General Responsible Charge on this Project.
  - 1.1.3. **As-Built Drawings ("As-Built"):** Any document prepared and submitted by District's Contractor(s) that details on a Conforming Set, the actual construction performed during the Project, including changes necessitated by Construction Change Documents and change orders, and detailed by the District's construction contractor(s) on a Conforming Set.
  - 1.1.4. **Bid Set:** The plans, drawings, and specifications at the end of the Construction Documents Phase that the Division of the State Architect ("DSA") has approved and that the District can use to go out to bid for construction of the Project.
  - 1.1.5. **Conforming Set:** The plans, drawings, and specifications at the end of the Bidding Phase that incorporate all addenda, if any, issued during the Bidding Phase. The Architect shall ensure that DSA has approved all revisions to the Bid Set that are incorporated onto the Conforming Set and for which DSA approval is required.

- 1.1.6. **Construction Budget**: The total amount of funds indicated by the District for the entire Project plus all other costs, including design, construction, administration, and financing.
- 1.1.7. **Construction Change Documents (“CCD”)**: The documentation of changes to the DSA-approved construction documents.
- 1.1.8. **Construction Cost Budget**: The total cost to District of all elements of the Project designed or specified by the Architect, as adjusted at the end of each design phase in accordance with this Agreement. The Construction Cost Budget does not include the compensation of the Architect and the Architect’s Consultants, the cost of land, rights-of-way, financing or other costs which are the responsibility of the District, including construction management.
- 1.1.9. **Construction Manager**: The District’s representative on the Project if the District retains a construction manager, project manager, or owner’s representative.
- 1.1.10. **Contractor**: One or more licensed contractors under contract with the District for construction of all or a portion of the Project.
- 1.1.11. **Consultant(s)**: Any and all consultant(s), sub-consultant(s), subcontractor(s), or agent(s) to the Architect.
- 1.1.12. **District**: The Sacramento City Unified School District.
- 1.1.13. **DSA**: The Division of the State Architect.
- 1.1.14. **Extra Services**: District-authorized services outside of the scope in **Exhibit “A”** or District-authorized reimbursables not included in Architect’s Fee.
- 1.1.15. **Laboratory of Record**: The District-designated laboratory(ies) for testing of concrete, soils, materials, and other required testing.
- 1.1.16. **Project**: District’s Luther Burbank New Softball Field and Baseball Field Improvements Project at 3500 Florin Road, Sacramento, CA 95823.
- 1.1.17. **Record Drawings**: A final set of drawings prepared by the Architect that incorporates all changes from all As-Builts, sketches, details, and clarifications.

- 1.1.18. **Service(s):** All labor, materials, supervision, services, tasks, and work that the Architect is required to perform and that are required by, or reasonably inferred from, the Agreement, and that are necessary for the design and completion of the Project.
- 1.1.19. **Visually Verify:** To verify to the fullest extent possible by physical observation and reasonable investigation and without any destructive action.

## **Article 2. Scope, Responsibilities, and Services of Architect**

- 2.1. Architect shall render the Services described in **Exhibit "A,"** commencing with receipt of a written Notice to Proceed signed by the District representative. Architect's Services will be completed in accordance with the schedule attached as **Exhibit "C."**
- 2.2. Architect and its Consultants shall provide Services for a Project: (i) using its professional skill and judgment; (ii) acting with due care and in accordance with respective applicable standards of care under California law for those providing similar services for projects of the size, scope and complexity of the Project for California school districts in or around the same geographic area of the District; (iii) the terms of this Agreement; and (iv) in accordance with said standards regarding application and interpretation of applicable law, code, rule or regulation at the time the Services are rendered ("Standard of Care"). All persons providing professional services hereunder shall be properly licensed as required under California law.
- 2.3. The District intends to award the Project to Contractor(s) pursuant to a competitive bid process. District reserves its right to use alternative delivery methods and the Architect's scope of work may be adjusted accordingly.
- 2.4. Architect acknowledges that all California public school districts are obligated to develop and implement the following storm water requirements for the discharge of storm water to surface waters from its construction and land disturbance activities where the project disturbs one (1) or more acres of land and is not part of a larger common plan of development or sale, the project disturbs one acre or more of land, or the project disturbs less than one (1) acre of land but is part of a larger common plan of development or sale, or where the District engages in maintenance (e.g., fueling, cleaning, repairing) or transportation activities.
- 2.4.1. Architect shall provide the design for the Project, without limitation:

- 24.1.1. A municipal Separate Storm Sewer System ("MS4"). An MS4 is a system of conveyances used to collect and/or convey storm water, including, without limitation, catch basins, curbs, gutters, ditches, man-made channels, and storm drains.
- 24.1.2. A Storm Water Pollution Prevention Plan ("SWPPP") that contains specific best management practices ("BMPs") and establishes numeric effluent limitations.
- 2.4.2. Architect shall conform its design work to the District's storm water requirements indicated above, that are approved by the District and applicable to the Project, at no additional cost to the District. In addition, as required Architect shall develop a grading and drainage plan and a site plan from architectural information showing a final development of the site. This drawing will also include a horizontal and vertical control plan and a utility infrastructure plan. The Services described in this subparagraph shall be provided by a professional civil engineer who contracts with or is an employee of the Architect.
- 2.5. Architect shall contract for or employ at Architect's expense, Consultant(s) to the extent deemed necessary for completion of the Project including, but not limited to: architects; mechanical, electrical, structural and civil engineers; landscapers; and interior designers, licensed as such by the State of California as part of the Basic Services under this Agreement. The names of Consultant(s) shall be submitted to the District for approval prior to commencement of Services, as indicated below. The District reserves the right to reject Architect's use of any particular Consultant. Nothing in the foregoing procedure shall create any contractual relationship between the District and any Consultant employed by the Architect under terms of the Agreement. Architect shall require each of the Consultants retained by it to execute agreements with standard of care and indemnity provisions commensurate with this Agreement, but Architect shall remain solely responsible and liable to District for all matters covered by this Agreement.
- 2.6. Architect shall coordinate with District personnel or its designated representatives as may be requested and desirable, including with other professionals employed by the District for the design, coordination or management of other work related to the Project. This shall include, without limitation, coordination with State labor compliance, if any. If the Architect employs Consultant(s), the Architect shall ensure that its contract(s) with its Consultant(s) include language notifying the Consultant(s) of State labor compliance, if any.

2.7. Architect shall identify the regulatory agencies that have jurisdiction over essential building and design elements and coordinate with and implement the requirements of the regulatory agencies, including, without limitation, the California Department of Education, the Office of Public School Construction, the Department of General Services, DSA, including DSA Fire/Life Safety, DSA Access Compliance Section, DSA Structural Safety Section, the State Fire Marshal and any regulatory office or agency that has authority for review and supervision of school district construction projects.

2.7.1. If the Project is subject to DSA jurisdiction, then Architect, and its Consultants, if any, shall comply with all the DSA requirements, including without limitation, all the requirements included and/or referenced in the following forms, bulletins ("BU"), interpretations of regulations ("IR"), policies ("PL"), or procedures ("PR"):

2.7.1.1. DSA IR A-6, Construction Change Document Submittal and Approval Process.

2.7.1.2. DSA IR A-18, Use of Construction Documents Prepared by Other Professionals.

2.7.1.3. DSA IR A-24, Construction Phase Duties of the School District, Contractor and Design Professional.

2.7.1.4. DSA PR 07-01: Pre-Check Approval Process.

2.7.1.5. DSA PR 07-02: Over-The-Counter Review of Projects Using Pre-Check Approved Design.

2.7.1.6. DSA PR 18-04.BB18: Electronic Plan Review for Design Professionals of Record Using Bluebeam 2018.

2.7.1.7. DSA PR 18-09.BB18: Electronic Plan Review for Over-the-Counter ("OTC") Projects Using Bluebeam 2018.

2.7.1.8. Form DSA PR 13-01, Construction Oversight Process.

2.7.1.8.1. Each of Architect's duties as provided in the DIR Construction Oversight Process shall be performed timely so as not to result in any delay to the Project.

2.7.1.9. Form DSA PR 13-02, Project Certification Process.

2.7.2. Notwithstanding the DSA forms, BUs, IRs, PLs, or PRs referenced anywhere in this Agreement, each of which is current as of the

Effective Date, all Projects subject to DSA's jurisdiction shall be submitted for review, back check, and approval, under the electronic plan review process ("EPR process"), rather than paper submission, for all projects submitted to DSA. Architect, and its Consultants, if any, shall comply with the EPR process and related DSA procedures, including, without limitation, DSA PR 18-04.BB18 and DSA PR 18-09.BB18, and any subsequent or replacement procedures relating to the EPR process promulgated by DSA. Any reference herein to a particular DIR form, BU, IR, PL, or PR, shall mean and include the then-current DIR form, BU, IR, PL, or PR, respectively, and, to the extent that the EPR process has superceded such form or paper submission process, the EPR process then in effect shall control.

- 2.8. Architect shall provide Services as required to obtain any local, state and/or federal agencies' approval for on-site and off-site work related to the Project including review by regulatory agencies having jurisdiction over the Project.
- 2.9. Architect shall coordinate the work of the District's DSA project inspector(s) ("Project Inspector(s)") and the Laboratory of Record. Architect shall provide code required supervision of special inspectors not provided by the Laboratory of Record.
- 2.10. Architect shall give efficient supervision to Services, using its professional skill and attention. Architect shall carefully study and compare all contract documents, drawings, specifications, and other instructions ("Contract Documents") and shall at once report to District, Construction Manager, and Contractor, any error, inconsistency, or omission that Architect or its employees may discover, in writing, with a copy to District's Project Inspector(s). Architect shall have responsibility for discovery of errors, inconsistencies, or omissions in its own Contract Documents and that of its Subconsultants, but shall have no responsibility for District hired consultants.
- 2.11. Architect recognizes that the District may obtain the services of a Construction Manager and that Architect may have to assume certain coordination and management responsibilities, including tracking Requests for Information ("RFI"), providing RFI responses, and leading all coordination meetings between the District, Project Inspectors, and Contractors on the Project. The District reserves the right to retain the services of a Construction Manager at any time. The Construction Manager, if any, shall be authorized to give Architect Services authorizations and issue written approvals and notices to proceed on behalf of District. The District reserves the right to designate a different Construction Manager at any time. Any task, including, but not limited to, reviews or approvals that

the District may perform pursuant to this Agreement may be performed by the Construction Manager, unless that task indicates it shall be performed by the Governing Board of the District. In addition, the District may have a constructability review of Architect's design documents. Architect shall conform any design documents to the constructability review as part of the Services under this Agreement and shall not be entitled to any compensation as Extra Services for this activity.

2.12. Architect shall provide computer-generated pictures downloaded to computer files, updated as requested by the District, that the District may use on its website.

2.13. As part of the basic Services pursuant to this Agreement, Architect is not responsible for:

2.13.1. Ground contamination or hazardous material analysis.

2.13.2. Any asbestos and/or lead testing, design or abatement; however, it shall coordinate and integrate its work with any such information provided by District.

2.13.3. Compliance with the California Environmental Quality Act ("CEQA"), except that Architect agrees to coordinate its work with that of any CEQA consultants retained by the District, to provide current elevations and schematic drawings for use in CEQA compliance documents, and to incorporate any mitigation measures adopted by the District into the Project design at no additional cost to the District.

2.13.4. Historical significance report.

2.13.5. Soils investigation.

2.13.6. Geotechnical hazard report, except as indicated in **Exhibit "A."**

2.13.7. Topographic surveys of existing conditions.

2.13.8. State and local agency fees.

2.13.9. Testing and inspection.

### **Article 3. Architect Staff**

3.1. Architect has been selected to perform the Services herein because of the skills and expertise of key individuals.



3.2. Architect agrees that the following key people in Architect’s firm shall be associated with the Project in the following capacities:

Principal In Charge:            Laura Knauss  
Project Director:                Brian Bell  
Project Architect(s):            \_\_\_\_\_  
Project Architect(s):            \_\_\_\_\_  
Other:                                \_\_\_\_\_  
Major Consultants:  
    Electrical/Data Eng:        The Engineering Enterprise  
    Structural:                    Lionakis  
    Specifications:                Lionakis  
    Civil:                          Warren Consulting Engineers  
    Landscape Architect:        ANLA  
    Cost Estimator:                Sierra West

3.3. Architect shall not change any of the key personnel listed above without prior written approval by the District, unless said personnel cease to be employed by Architect. In either case, the District shall be allowed to interview and approve replacement personnel.

3.4. If any designated lead or key person fails to perform to the satisfaction of the District, then upon written notice Architect shall have five (5) calendar days to remove that person from the Project and replace that person with one acceptable to the District. All lead or key personnel for any Consultant must also be designated by the Consultant and are subject to all conditions stated in this paragraph.

3.5. Architect represents that Architect has no existing interest and will not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of Services required under this Agreement and that no person having any such interest shall be employed by Architect.

3.6. Architect shall comply with Education Code section 17302(a) and agrees that any plans and/or specifications included in the Services shall be prepared under the supervision of licensed personnel, and that licensed personnel shall be in “responsible charge” of persons who observe the construction.

#### **Article 4. Schedule of Services**

Architect shall commence Services under this Agreement upon receipt of a written Notice to Proceed and shall prosecute the Services diligently as described in **Exhibit "A,"** so as to proceed with and complete the Services in compliance with the schedule in **Exhibit "C."** Time is of the essence and failure of Architect to perform Services on time as specified in this Agreement is a material breach of this Agreement. It shall not be a material breach if a delay is beyond the Architect's or its Consultant(s)' reasonable control.

#### **Article 5. Construction Cost Budget**

- 5.1. Architect hereby accepts the District's established Construction Cost Budget and Project scope. In accordance with **Exhibit "A,"** the Architect shall have responsibility to further develop, review, and reconcile the Construction Cost Budget for the District at the beginning of the Project and at the completion of each design phase. The District and Construction Manager shall also have responsibility to develop, review, and reconcile the Construction Cost Budget with the Architect.
- 5.2. Architect shall complete all Services as described in **Exhibit "A,"** including all plans, designs, drawings, specifications and other Contract Documents, so that the cost to construct the work designed by the Architect will not exceed the Construction Cost Budget, as adjusted subsequently with the District's written approval. Architect shall maintain cost controls throughout the Project to deliver the Project within the Construction Cost Budget.
- 5.3. The District may, in its sole discretion, do one, or a combination, of the following if any of the events in Article 5.4 occur:
  - 5.3.1. Give Architect written approval on an agreed adjustment to the Construction Cost Budget.
  - 5.3.2. Authorize Architect to re-negotiate, when appropriate, and/or re-bid the Project within three (3) months' time of receipt of bids (exclusive of District and other agencies' review time) at no additional cost to the District.
  - 5.3.3. Terminate this Agreement if the Project is abandoned by the District, without further obligation by either party.
  - 5.3.4. Within three (3) months' time of receipt of bids, instruct Architect to revise the drawings and specifications (in scope and quality as approved by the District) to bring the Project within the

Construction Cost Budget for re-bidding at no additional cost to the District.

- 5.4. If any of the following events occur, the District may exercise any one, or any combination, of the actions set forth in Article 5.3 above:
  - 5.4.1. The lowest responsive base bid received is in excess of five percent (5%) of the Construction Cost Budget; or
  - 5.4.2. If the combined total of base bid and all additive alternates come in ten percent (10%) or more under the Construction Cost Budget; or
  - 5.4.3. If the Construction Cost Budget increases in phases subsequent to the Schematic Design Phase due to reasonably foreseeable changes in the condition of the construction market in the county in which the District is located, in so far as these have not been caused by Acts of God, earthquakes, strikes, war, or energy shortages due to uncontrollable events in the world economy.

#### **Article 6. Fee and Method of Payment**

- 6.1. The District shall pay Architect for all Services contracted for under this Agreement an amount equal to the following ("Fee"):

An amount not to exceed **Three Hundred Ninety Thousand Dollars (\$390,000)** based on the rates set forth in **Exhibit "D."** Reimbursable expenses are not expected to exceed **\$390,000**. Reimbursable expenses are not expected to exceed **\$19,500**.
- 6.2. The District shall pay Architect the Fee pursuant to the provisions of **Exhibit "D."**
- 6.3. Architect shall bill for performance of Services under this Agreement in accordance with **Exhibit "D."**
- 6.4. No increase in Fee will be due from CCDs and/or change orders generated during the construction period to the extent caused by Architect's error or omission.
- 6.5. The Architect's Fee set forth in this Agreement shall be full compensation for all of Architect's Services incurred in the performance hereof as indicated in **Exhibit "D."**
- 6.6. Regardless of the structure of Architect's Fee, the Architect's Fee may be adjusted downward if the Scope of Services of this Agreement is reduced by the District in accordance with this Agreement.

- 6.7. Neither the District's review, approval of, nor payment for, any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement, and Architect shall remain liable to the District in accordance with this Agreement for direct damages to the District caused by Architect's failure to perform any of the Services furnished under this Agreement to the standard of care under California law for architects performing similar work for California school districts in or around the same geographic area as the District.

#### **Article 7. Payment for Extra Services or Changes**

Any charges for Extra Services shall be paid by the District as described in **Exhibit "B"** only upon certification that the claimed Extra Service was authorized as indicated herein and that the Extra Services have been satisfactorily completed. If any service is done by Architect without prior written authorization by the Construction Manager or the District's authorized representative, the District will not be obligated to pay for such service. The foregoing provision notwithstanding, Architect will be paid by the District as described in **Exhibit "B"** for Extra Services that the Construction Manager or the District's authorized representative verbally requests, provided that Architect confirms such request in writing pursuant to the notice requirements of this Agreement, and proceeds with such Extra Services not earlier than two (2) business days after the District receives confirmation of the request from the Architect.

#### **Article 8. Ownership of Data**

- 8.1. Pursuant to Education Code section 17316, this Agreement creates a non-exclusive and perpetual license for the District to use, at its discretion, all plans including, but not limited to, record drawings, specifications, estimates and other documents that Architect or its Consultants prepare or cause to be prepared pursuant to this Agreement.
- 8.2. Architect retains all rights to all copyrights over designs and other intellectual property embodied in the plans, record drawings, specifications, estimates, and other documents that Architect or its Consultants prepare or cause to be prepared pursuant to this Agreement.
- 8.3. Architect shall perform the Services and prepare all documents under this Agreement with the assistance of Computer Aided Design Drafting Technology ("CADD") (e.g., AutoCAD). Architect shall deliver to District all drawings in DWG format. As to any drawings that Architect provides in a CADD file format, the District acknowledges that anomalies and errors may be introduced into data when it is transferred or used in a computer environment, and that the District should rely on hard copies of all documents.

- 8.4. In order to document exactly what CADD information was given to the District, Architect and District shall each date and sign a "hard" copy of reproducible documents that depict the information at the time Architect produces the CADD information. The District agrees to release Architect from all liability, damages, and/or claims that arise due to any changes made to this information by anyone other than Architect or its Consultant(s) subsequent to it being given to the District.
- 8.5. Following the termination of this Agreement, for any reason whatsoever, Architect shall promptly deliver to the District upon written request and at no cost to the District the following items (hereinafter "Instruments of Service"), which the District shall have the right to utilize in any way permitted by statute:
- 8.5.1. One (1) set of the Contract Documents, including the bidding requirements, specifications, and all existing cost estimates for the Project, in hard copy, reproducible format.
- 8.5.2. One (1) set of fixed image CADD files in DXF format of the drawings that are part of the Contract Documents.
- 8.5.3. One (1) set of non-fixed image CADD drawing files in DXF or DWG or both formats of the site plan, floor plans (architectural, plumbing, structural, mechanical and electrical), roof plan, sections and exterior elevations of the Project.
- 8.5.4. All finished or unfinished documents, studies, reports, calculations, drawings, maps, models, photographs, technology data and reports prepared by the Architect under this Agreement.
- 8.5.5. The obligation of Section 8.5 of this Agreement shall survive the termination of this Agreement for any reason whatsoever.
- 8.6. In the event the District changes or uses any fully or partially completed documents without Architect's knowledge or participation or both, the District agrees to release Architect of responsibility for such changes, and shall hold Architect harmless from and against any and all claims on account of any damages or losses to property or persons, or economic losses, arising out of that change or use, unless Architect is found to be liable in a forum of competent jurisdiction. In the event that the District uses any fully or partially completed documents without the Architect's full involvement, the District shall remove all title blocks and other information that might identify Architect and its Consultants.

## **Article 9. Termination of Contract**

- 9.1. District's Request for Assurances: If District at any time reasonably believes that Architect is or may be in default under this Agreement, District may in its sole discretion notify Architect of this fact and request written assurances from Architect of performance of Services and a written plan from Architect to remedy any potential default under the terms this Agreement that the District may advise Architect of in writing. Architect shall, within ten (10) days of District's request, deliver a written cure plan that meets the requirements of the District's request for assurances. Architect's failure to provide such written assurances of performance and the required written plan, within ten (10) days of request, will constitute a material breach of this Agreement sufficient to justify termination for cause.
- 9.2. District's Termination of Architect for Cause: If Architect fails to perform Architect's duties to the satisfaction of the District, or if Architect fails to fulfill in a timely and professional manner Architect's material obligations under this Agreement, or if Architect shall violate any of the material terms or provisions of this Agreement, the District shall have the right to terminate this Agreement, in whole or in part, effective immediately upon the District giving written notice thereof to the Architect. In the event of a termination pursuant to this subdivision, Architect may invoice the District for all Services performed until the notice of termination, but the District shall have the right to withhold payment and deduct any amounts equal to the District's costs because of Architect's actions, errors, or omissions. District may, at its discretion, provide the Architect time to cure its default or breach.
- 9.3. District's Termination of Architect for Convenience: District shall have the right in its sole discretion to terminate the Agreement for its own convenience. In the event of a termination for convenience, Architect may invoice District and District shall pay all undisputed invoice(s) for Services performed until the District's notice of termination for convenience.
- 9.4. Architect's Termination of Agreement for Cause: Architect has the right to terminate this Agreement if the District does not fulfill its material obligations under this Agreement and fails to cure such material default within sixty (60) days of receipt of written notice of said defaults, or if the default cannot be cured within sixty (60) days, commence to cure such default, diligently pursue such cure, and complete the cure within a reasonable time following written notice and demand from Architect. Such termination shall be effective thirty (30) days after receipt of written notice from Architect to the District. Architect may invoice the District and the District shall pay all undisputed invoice(s) for Services performed until Architect's notice of termination.

- 9.5. Effect on Pre-Termination Services: Except as indicated in this Article, termination shall have no effect upon any of the rights and obligations of the Parties arising out of any transaction occurring prior to the effective date of such termination.
- 9.6. Ceasing Services upon Termination: If, at any time in the progress of the Design of the Project, the Governing Board of the District determines that the Project should be terminated, Architect, upon written notice from the District of such termination, shall immediately cease Services on the Project. The District shall pay Architect only the fee associated with the Services provided since the last invoice that has been paid and up to the notice of termination.
- 9.7. Project Suspension: If the District suspends the Project for more than one hundred twenty (120) consecutive days, Architect shall be compensated for Services performed prior to notice of that suspension. When the Project is resumed, the schedule shall be adjusted and Architect's compensation shall be equitably adjusted to provide for expenses incurred in the resumption of the Architect's Services. Architect shall make every effort to maintain the same Project personnel after suspension. If the District suspends the Project for more than two (2) years, Architect may terminate this Agreement by giving written notice.

## **Article 10. Indemnity/Architect Liability**

- 10.1. To the fullest extent permitted by California law and in accordance with California Civil Code section 2782.8, Architect shall indemnify and hold free and harmless the District, its Governing Board, agents, representatives, officers, consultants, employees, trustees and members ("Indemnified Parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity ("Claim(s)"), to the extent that the Claim(s) arises out of, pertains to, or relates to, the negligence, recklessness, or willful misconduct of Architect, its directors, officers, employees, subcontractors, consultants, or agents arising out of, connected with, or resulting from the performance of the Services, the Project, or this Agreement. Architect also has the duty to defend the Indemnified Parties from all Claims at Architect's own expense, including attorneys' fees and costs; however, in no event shall the cost to defend charged to the Architect exceed the Architect's proportionate percentage of fault. Notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, the design professional shall meet and confer with other parties regarding unpaid defense costs. If a Claim arises out of, or relates in any way to the Services provided under this Agreement, upon the District's or the Architect's request, the District

and the Architect agree to undertake good faith measures to allow the Architect to assist the District in resolving the dispute or litigation. The Architect's assistance, described as "Mandatory Assistance" in Exhibit A, Section B.8, shall be provided at Architect's own expense and excluded from any reimbursement calculation. At the commencement of the Mandatory Assistance Phase, District and Architect shall also negotiate in good faith as to the scope and extent of further assistance, including consideration of a joint defense agreement if appropriate. During the Mandatory Assistance Phase, each Party shall be responsible for their own attorneys' fees and costs incurred; however, each Party reserves its rights pursuant to Civil Code section 2782.8.

10.2. Architect shall pay and satisfy any judgment, award, or decree that may be rendered against the Indemnified Parties in any Claim as defined in Article 10.1. These amounts may be paid by Architect to District or the District may in reasonable good faith withhold those costs from amounts owing to Architect, pending resolution of the dispute.

10.3. Architect's duty to indemnify under this Agreement shall apply during the term of this Agreement and shall survive any expiration or termination of this Agreement until any such Claim(s) are barred by the applicable statute of limitations and is in addition to any other rights or remedies that the District may have under the law or under this Agreement.

#### **Article 11. Fingerprinting and Other On-Site Requirements**

11.1. The District has determined that Architect, its Consultants and their employees shall not interact with pupils, except 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 45125.2 shall not apply.

11.2. For all workers on District property, the Architect shall comply with all applicable federal, state and local laws regarding COVID-19. Further, except to the extent the Order provides otherwise, the Architect and Architect's personnel shall continue to comply with all other applicable terms in the CDPH's State Public Health Officer Orders.

#### **Article 12. Responsibilities of the District**

12.1. The District shall examine the documents submitted by the Architect and shall render decisions so as to avoid unreasonable delay in the process of the Architect's Services.



- 12.2. The District shall verbally or in writing advise Architect if the District becomes aware of any fault or defect in the Project, including any errors, omissions or inconsistencies in the Architect's documents. Failure to provide such notice shall not relieve Architect of its responsibility therefore, if any.
- 12.3. The District shall furnish the services of a hazardous material consultant or other consultants when such services are requested in writing by Architect and deemed necessary by the District or are requested by the District. These services shall include: asbestos and lead paint survey; abatement documentation; and specifications related to said matters, which are to be incorporated into bid documents prepared by Architect. If the hazardous materials consultant is furnished by the District and is not a Consultant of the Architect, the specifications shall include a note to the effect that the hazardous materials consultant's specifications are included in the Architect's bid documents for the District's convenience and have not been prepared or reviewed by the Architect. The note shall also direct questions about the hazardous materials consultant's specifications related to asbestos and lead paint survey and/or abatement documentation to the preparer of the hazardous materials consultant's specifications.
- 12.4. The District shall timely provide to the Architect all relevant information in its possession regarding the project that is necessary for performance of Architect's services.

**Article 13. Liability of District**

- 13.1. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, 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, arising out of or in connection with this Agreement or the Services performed in connection with this Agreement.
- 13.2. District shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Architect, or by its employees, even though such equipment be furnished or loaned to Architect by District.

**Article 14. Nondiscrimination**

Architect agrees to comply with the provisions of the California Fair Employment and Housing Act as set forth in part 2.8 of division 3 of the California Government

Code, commencing at section 12900; the Federal Civil Rights Act of 1964, as set forth in Public Law 88-352, and all amendments thereto; Executive Order 11246; and all administrative rules and regulations found to be applicable to Architect and all of its subcontractors. In addition, Consultant agrees to require like compliance by all of its subcontractor(s).

**Article 15. Insurance**

- 15.1. Architect shall comply with the insurance requirements for this Agreement, set forth in **Exhibit "E."**
- 15.2. Architect shall provide certificates of insurance and endorsements to District prior to commencement of the work of this Agreement as required in **Exhibit "E."**

**Article 16. Covenant against Contingent Fees**

Architect warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Architect, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Architect, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of this Agreement. For breach or violation of this warranty, the District shall have the right to annul this Agreement without liability, or in its discretion, to deduct from the contract price or consideration or to recover the full amount of such fee, commission, percentage fee, gift, or contingency.

**Article 17. Entire Agreement/Modification**

This Agreement, including the Exhibits attached hereto, supersedes all previous contracts and constitutes the entire understanding of the Parties hereto. Architect shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both Parties. Architect specifically acknowledges that in entering this Agreement, Architect relies solely upon the provisions contained in this Agreement and no others.

**Article 18. Non-Assignment of Agreement**

In as much as this Agreement is intended to secure the specialized Services of the Architect, Architect may not assign, transfer, delegate or sublet any interest therein without the prior written consent of District and any such assignment, transfer, delegation or sublease without the District's prior written consent shall be considered null and void. Likewise, District may not assign, transfer, delegate or sublet any interest therein without the prior written consent of Architect and any such assignment, transfer, delegation or sublease without Architect's prior written consent shall be considered null and void. If an assignment is approved, this Agreement shall be binding on the successors and assign of the parties.

**Article 19. Law, Venue**

- 19.1. This Agreement has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California.
- 19.2. To the fullest extent permitted by California law, the county in which the District administration office is located shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

**Article 20. Alternative Dispute Resolution**

- 20.1. All claims, disputes or controversies arising out of, or in relation to the interpretation, application or enforcement of this Agreement may be decided through mediation as the first method of resolution. Notice of the demand for mediation of a dispute shall be filed in writing with the other party to the Agreement. The demand for mediation shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice.

- 20.2. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Architect shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Architect's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the Architect submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.
- 20.3. Pending resolution of the dispute, Architect agrees it will neither rescind the Agreement nor stop the performance of the Services.

**Article 21. Tolling of Claims**

Architect agrees to toll all statutes of limitations for District's assertion of claims against Architect that arise out of, pertain to, or relate to Contractors' or subcontractors' claims against District involving Architect's work, until the Contractors' or subcontractors' claims are finally resolved.

**Article 22. Attorneys' Fees**

In the event either party shall bring any action or legal proceeding for damages for any alleged breach of any provision of or performance under this Agreement, to terminate this Agreement, or to enforce, protect or establish any term or covenant of this Agreement or right or remedy of either party, the prevailing party shall be entitled to recover, as a part of the action or proceeding, reasonable attorneys' fees and court costs, including consultants' fees, attorneys' fees and costs for appeal, as may be fixed by the court. The term "prevailing party" shall mean the party who received substantially the relief requested, whether by settlement, dismissal, summary judgment, judgment, or otherwise.

**Article 23. Severability**

If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

## **Article 24. Employment Status**

- 24.1. Architect shall, during the entire term of Agreement, be an independent contractor and nothing in this Agreement is intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the District to exercise discretion or control over the professional manner in which Architect performs the Services that are the subject matter of this Agreement; provided always, however, that the Services to be provided by Architect shall be provided in a manner consistent with all applicable standards and regulations governing such Services.
- 24.2. Architect understands and agrees that Architect's personnel are not and will not be eligible for membership in or any benefits from any District group plan for hospital, surgical or medical insurance or for membership in any District retirement program or for paid vacation, paid sick leave or other leave, with or without pay or for other benefits which accrue to a District employee.
- 24.3. Should the District, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Department, or both, determine that Architect, or any employee or Consultant of Architect, is an employee of the District for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Architect which can be applied against this liability). The District shall then forward those amounts to the relevant taxing authority.
- 24.4. Should a relevant taxing authority determine a liability for past services performed by Architect for the District, upon notification of such fact by the District, Architect shall promptly remit such amount due or arrange with the District to have the amount due withheld from future payments to Architect under this Agreement (again, offsetting any amounts already paid by Architect which can be applied as a credit against such liability).
- 24.5. A determination of employment status pursuant to the preceding two (2) paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Architect shall not be considered an employee of the District. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine that Architect is an employee for any other purpose, then Architect agrees to a reduction in District's liability resulting from this Agreement pursuant to principles similar to those stated in the foregoing paragraphs so that the total expenses of District under this Agreement shall not be greater than

they would have been had the court, arbitrator, or administrative authority determined that Architect or its employees of Consultants was not an employee.

- 24.6. Nothing in this Agreement shall operate to confer rights or benefits on persons or entities not a party to this Agreement.

**Article 25. Certificate of Architect**

- 25.1. Architect certifies that the Architect is properly certified or licensed under the laws and regulations of the State of California to provide the professional services that it has herein agreed to perform.
- 25.2. Architect certifies that it is aware of the provisions of the California Labor Code that 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 it certifies that it will comply with those provisions before commencing the performance of the Services of this Agreement.
- 25.3. Architect certifies that it is aware of the provisions of California Labor Code and California Code of Regulations that require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). Architect agrees to fully comply with and to require its Consultant(s) to fully comply with all requirements of the Prevailing Wage Laws, if applicable to Architect and its Consultants' professional services to be provided under this Agreement.

**Article 26. Cost Disclosure - Documents and Written Reports**

Architect shall be responsible for compliance with California Government Code section 7550, if the total cost of the Contract is over five thousand dollars (\$5,000).

**Article 27. Notice & Communications**

Notices and communications between the Parties to this Agreement may be sent to the following addresses:

**District:**

Sacramento City Unified School District  
5735 47<sup>th</sup> Avenue  
Sacramento, CA 95824  
ATTN: Tina Alvarez Bevens, Contracts  
EMAIL: [tina-alvarez-bevens@scusd.edu](mailto:tina-alvarez-bevens@scusd.edu)

**Architect:**

Lionakis  
1919 19<sup>th</sup> Street  
Sacramento, CA 95811  
ATTN: Laura Knauss  
EMAIL: [laura.knauss@lionakis.com](mailto:laura.knauss@lionakis.com)

*With a Copy to:*  
Dannis Woliver Kelley  
200 California Street #400  
San Francisco, CA 94111  
ATTN: Deidree Sakai, Esq.

Any notice personally given shall be effective upon receipt. Any notice sent by electronic mail shall be effective the day after transmission. Any notice sent by overnight delivery service shall be effective the day after delivery. Any notice given by mail shall be effective five (5) days after deposit in the United States mail.

**Article 28. Disabled Veteran Business Enterprise Participation**

Pursuant to section 17076.11 of the Education Code, the District has a participation goal for disabled veteran business enterprises (“DVBEs”) of at least three percent (3%), per year, of funds expended each year by the District on projects that use funds allocated by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act (the “Act”). This Project may use funds allocated under the Act. Therefore, to the extent feasible and pertaining to future hirings, Architect, before it executes the Agreement, shall provide to the District certification of compliance with the procedures for implementation of DVBE contracting goals, appropriate documentation identifying the amount(s) intended to be paid to DVBEs in conjunction with the contract, and documentation demonstrating Architect’s good faith efforts to meet these goals.

**Article 29. District’s Right to Audit**

29.1. District retains the right to review and audit, and the reasonable right of access to Architect’s and any Consultant’s premises to review and audit the Architect’s compliance with the provisions of this Agreement (“District’s Right”). The District’s Right includes the right to inspect, photocopy, and to retain copies, outside of Architect’s premises, of any and all Project-related records and other information with appropriate safeguards, if such retention is deemed necessary by the District in its sole discretion. The District shall keep this information confidential, as allowed by applicable law.

- 29.2. The District's Right includes the right to examine any and all books, records, documents and any other evidence of procedures and practices that the District determines is necessary to discover and verify whether Architect is in compliance with all requirements of this Agreement.
- 29.3. If there is a claim for additional compensation or for Extra Services, the District's Right includes the right to examine books, records, documents, and any and all other evidence and accounting procedures and practices that the District determines is necessary to discover and verify all direct and indirect costs, of whatever nature, which are claimed to have been incurred, or anticipated to be incurred.
- 29.4. Architect shall maintain complete and accurate records in accordance with generally accepted accounting practices in the industry. Architect shall make available to the District for review and audit all Project-related accounting records and documents and any other financial data. Upon District's request, Architect shall submit exact duplicates of originals of all requested records to the District.
- 29.5. Architect shall include audit provisions in any and all of its subcontracts, and shall ensure that these sections are binding upon all Consultants.
- 29.6. Architect shall comply with these provisions within fifteen (15) days of the District's written request to review and audit any or all of Architect's Project-related records and information.

**Article 30. Other Provisions**

- 30.1. Each party warrants that it has had the opportunity to consult counsel and understands the terms of this Agreement and the consequences of executing it. In addition, each party acknowledges that the drafting of this Agreement was the product of negotiation, that no party is the author of this Agreement, and that this Agreement shall not be construed against any party as the drafter of the Agreement.
- 30.2. The individual executing this Agreement on behalf of Architect warrants and represents that she/he is authorized to execute this Agreement and bind the CM to all terms hereof.
- 30.3. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. A facsimile or electronic signature shall be deemed to be the equivalent of the actual original signature. All



counterparts so executed shall constitute one Agreement binding all the Parties hereto.

- 30.4. Architect shall issue a credit to the District as an offset to the Architect's Fee, an amount equal to fifty percent (50%) of the actual tax benefit derived by the Architect or its shareholders, after deducting associated tax consulting fees based on the Project per Internal Revenue Code section 179D (the Energy Efficient Commercial Buildings deduction).

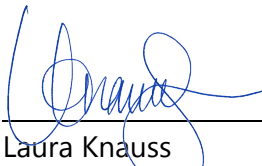
**Article 31.** Exhibits "A" through "E" attached hereto are hereby incorporated by this reference and made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) indicated below.

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT**

**LIONAKIS**

By: \_\_\_\_\_  
Rose Ramos  
Chief Business Officer

By:  \_\_\_\_\_  
Laura Knauss  
Principal-in-Charge

Date: \_\_\_\_\_

Date: April 26, 2023

**EXHIBIT "A"**

**RESPONSIBILITIES AND SERVICES OF ARCHITECT**

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## EXHIBIT "A"

### RESPONSIBILITIES AND SERVICES OF ARCHITECT

Architect shall provide all professional services necessary for completing the following:

#### SCOPE OF PROJECT

Project Name: Luther Burbank High School New Softball Field and Baseball Field Improvements

Construction Cost Budget: \$6,000,000 (budget)

- Complete replacement of the varsity baseball and softball fields; including the following:
  - Grading and complete irrigation system and sod/infield dirt; note no subsurface drainage (irrigation booster pump was recently installed)
  - New fencing for entire fields; use of mow curb all fence locations
  - New dugouts; note CMU (use of color block or paint) develop space for storage (TBD) at end of one dugout each field
  - New scoreboard for each field (power / wireless)
  - Two (2) Bullpens needed for home; one (1) for visitors - both fields
  - Baseball and Softball batting cages are needed with lighting
  - 5 row bleacher units each field and scorer's table
  - ADA path of travel will be required; use of nearby stadium restrooms, parking
- Evaluate tennis courts to either repair or replace in kind – 6 courts (surfacing, fencing, nets, etc.)
  - If need to replace, evaluate alternate location (possible move towards new fields, stadium for more of athletic complex).
- Additional notes – no lighting, if budget allows new fence / infield for JV fields

#### B. BASIC SERVICES

Architect agrees to provide the Services described below:

1. Architect shall be responsible for the professional quality and technical accuracy of all studies, reports, projections, master plans, designs, drawings, specifications and other

services furnished by Architect under the Agreement as well as coordination with all master plans, studies, reports and other information provided by District. Architect shall, without additional compensation, correct or revise any errors or omissions in its studies, reports, projections, master plans, design, drawings, specifications and other Services.

2. Architect will use all due care and diligence to confirm that its plans and specifications and all other information provided by or on behalf of the District to potential bidders discloses and publishes any potentially relevant information that could, in any way, have an impact on a Contractor's cost of performance. Architect shall advise the District of the most effective methods of identifying and securing such information as part of each stage of design. Architect shall track for District's benefit all such suggested and disclosed information.
3. The District shall provide all information available to it to the extent the information relates to Architect's scope of work. This information shall include, if available,
  - a. As-builts;
  - b. Physical characteristics;
  - c. Legal limitations and utility locations for the Project site(s);
  - d. Written legal description(s) of the Project site(s);
  - e. Grades and lines of streets, alleys, pavements, and adjoining property and structures;
  - f. Adjacent drainage;
  - g. Rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, and boundaries and contours of the Project site(s);
  - h. Locations, dimensions and necessary data with respect to existing buildings, other improvements and trees;
  - i. Information concerning available utility services and lines, mechanical and other services, both public and private, above and below grade, including inverts and depths;
  - j. Surveys, reports, as-built drawings, record drawings; and
  - k. Subsoil data, chemical data, and other data logs of borings.

Architect shall Visually Verify this information and all existing Project utilities, including capacity, and document the location of existing utility lines, telephone, water, sewage,

storm drains and other lines on or around the Project to the extent determinable by the documents provided by the District.

If Architect determines that the information or documentation the District provides is insufficient for purposes of design, or if Architect requires: a topographical survey; a geotechnical report; structural, mechanical, and/or chemical tests; tests for air and/or water pollution; test borings; test pits; determinations of soil bearing values; percolation tests; ground corrosion tests; resistivity tests; tests for hazardous materials; tests for anticipating subsoil conditions; and/or other information that the District has not provided, then, at the soonest possible time after Architect has become aware that this additional information is needed, the Architect shall request that the District acquire that information. If the Parties mutually agree in writing, this additional information and service shall be procured through the Architect, who may invoice the District for those services as Extra Services.

4. **Mandatory Assistance.** If a third party dispute or litigation, or both, arises out of, or relates in any way to the Services provided under this Agreement, upon the District's request, the Architect, its agents, officers, and employees agree to assist in resolving the dispute or litigation. Architect's assistance includes, but is not limited to, providing professional consultations, attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation ("Mandatory Assistance").

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## C. SCHEMATIC DESIGN PHASE

Architect shall prepare for the District's review a Schematic Design Study, containing the following items as applicable to the Project scope, as follows:

1. Prepare and review with District staff a scope of work list and work plan identifying specific tasks including, but not limited to: interviews, data collection, analysis, report preparation, planning, architectural programming, concepts and schematic design preparation and estimating that are part of the work of the Project. Also identified will be milestone activities or dates, specific task responsibilities of the Architect, required completion times necessary for the review and approval by the District and by pertinent regulatory agencies and additional definition of deliverables.
2. Review the developed work plan with the District and its representatives to familiarize them with the proposed tasks and schedule and develop necessary modifications.
3. **Architectural**
  - a. Scaled floor plans showing overall dimensions, identifying the various major areas and their relationship. Include circulation and room-by-room tabulation of all net usable floor areas and a summary of gross floor area. Also, provide typical layouts of major equipment or operational layout.
  - b. Preliminary building exterior elevations and sections in sufficient detail to demonstrate design concept indicating location and size of fenestration.
  - c. Preliminary Building Code Analysis and Plumbing Fixture County identifying ADA requirements that will influence the design.
  - d. Identify minimum finish requirements, including ceiling, floors, walls, doors, windows, and types of hardware.
  - e. Identify code requirements, include occupancy classification(s) and type of construction.
4. **Mechanical**
  - a. Show selected system on drawings as follows:
    - (i) Single line drawing(s) of all mechanical equipment spaces, ductwork and pipe chases.
    - (ii) Location and preliminary sizing of all major equipment and duct work in allocated spaces.

- (iii) Schematic piping.
- (iv) Temperature control zoning.
- b. Provide design criteria to include the intent base of design for the Project.
- c. Evaluate and confirm the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.

## 5. **Electrical**

- a. Calculate overall approximate electrical loads.
- b. Identify proposed electrical system for service, power, lighting, low voltage and communication loads, including proposed or planned additional buildings or other facilities on the Project site.
- c. Show system(s) selected on drawings as follows:
  - (i) Single line drawing(s) showing major distribution system.
  - (ii) Location and preliminary sizing of all major electrical systems and components including:
    - (A) Load centers.
    - (B) Main panels.
    - (C) Switch gear.
- d. Provide design criteria to include the intent base of design for the Project.
- e. Evaluate and confirm the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.

## 6. **Civil**

- a. Develop on site utility systems such as sewer, water, storm drain, firewater lines and fire hydrants.
- b. Identify surface improvements including walkways, preliminary finish grades and drainage.

- c. Coordinate finish floor elevations with architectural site plan.

## 7. **Specifications**

Prepare outline specifications of proposed architectural, structural, mechanical and electrical materials, systems and equipment and their criteria and quality standards. Architect is to use District's standardized equipment/material list for new construction and modernization in development of the Project design and specifications. Architect shall review and comment on District's construction bid contracts and contract documents (the "Division 0" and "Division 1" documents) as part of its Services under the Agreement.

## 8. **Construction Cost Budget**

Revise the Construction Cost Budget for the Project. Along with the conditions identified in the preceding Phase, the following conditions apply to the revised Construction Cost Budget:

- a. Schematic Estimates: This estimate consists of unit cost applied to the major items and quantities of work. The unit cost shall reflect the complete direct current cost of work. Complete cost includes labor, material, waste allowance, sales tax and subcontractor's mark-up.
  - (i) General conditions shall be applied separately. This estimate shall be prepared by specification section and summarized by the CSI categories.
- b. The estimate shall separate the Project's building cost from site and utilities cost. Architect shall submit to the District the cost estimating format for prior review and approval.
- c. Escalation: all estimates shall be priced out at current market conditions. The estimates shall incorporate all adjustments as appropriate, relating to mid-point construction, contingency, and cost index (i.e. Lee Saylor Index).
- d. The Construction Cost Budget for the Project must at no point exceed the District's Construction Budget. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect; however, the priorities will be established at the completion of the Schematic Design phase by the District should the requested scope as determined in this phase exceed the original budget.
- e. Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, Architect shall coordinate with the District and Construction Manager to further develop, review, and reconcile the Construction Cost Budget.



- f. At the end of this Phase, the Construction Cost Budget may include design contingencies of no more than ten percent (10%) in the cost estimates.

**9. Deliverables and Numbers of Copies**

Within thirty (30) days of the end of this Phase, Architect shall provide to the District a hard copy of the following items produced in this phase, together with one (1) copy of each item in electronic format:

- a. Breakdown of Construction Cost Budget as prepared for this Phase;
- b. Meeting reports/minutes;
- c. Schematic Design Package with alternatives;
- d. Statement indicating changes made to the Architectural Program and Schedule; and
- e. Copy of the DSA file, including all correspondence and meeting notes to date, or notification in writing that Architect has not met or corresponded with DSA.

**10. Presentation**

- a. Architect shall present and review with the District the detailed Schematic Design.
- b. The Schematic Design shall be revised within the accepted program parameters until a final concept within the accepted Construction Cost Budget has been accepted and approved by the District at no additional cost to the District.

**11. Meetings**

During this Phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops as indicated below in Section J.

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## **D. DESIGN DEVELOPMENT PHASE**

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, Architect shall prepare from the accepted deliverables from the Schematic Design Phase, the Design Development Phase documents consisting of the following for each proposed system within Architect's scope of services:

### **1. Architectural**

- a. Scaled, dimensioned floor plans with final room locations including all openings.
- b. 1/8" scale building sections showing dimensional relationships, materials and component relationships.
- c. Exterior elevations of existing buildings to be renovated and all architectural elements of the Project.
- d. Identification of all fixed equipment to be installed in Project.
- e. Interior finishes identified and located within the rooms of all buildings.
- f. Site plan completely drawn with beginning notes and dimensions including grading and paving.
- g. Preliminary development of details and large scale blow-ups.
- h. Legend showing all symbols used on drawings.
- i. Floor plans identifying all fixed and major movable equipment and furniture.
- j. Further refinement of Outline Specifications for architectural, structural, mechanical, electrical, civil and landscape manuals, systems and equipment.
- k. Typical reflected ceiling development including ceiling grid and heights for each ceiling to be used, showing:
  - (i) Light fixtures.
  - (ii) Ceiling registers or diffusers.
  - (iii) Access Panels.

## 2. **Structural**

- a. Structural drawings with all major members located and sized.
- b. Establish final building and floor elevations.
- c. Preliminary specifications.
- d. Preliminary calculations for the structural systems including lateral force resistive systems, foundations, and all structural system components.
- e. Identify foundation requirement (including fill requirement, piles) with associated soil pressure, water table and seismic center.

## 3. **Mechanical**

- a. Heating and cooling load calculations as required and major duct or pipe runs sized to interface with structural.
- b. Major mechanical equipment should be scheduled indicating size and capacity.
- c. Ductwork and piping should be substantially located and sized.
- d. Plumbing plans for the Project shall indicate numbers and locations of fixtures and be in conformance with the code-mandated fixture count requirements of the Project.
- e. Devices in ceiling should be located.
- f. Legend showing all symbols used on drawings.
- g. More developed Outline Specifications indicating quality level and manufacture.
- h. Control Systems identified.
- i. Further evaluation and confirmation of the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.

## 4. **Electrical**

- a. All lighting fixtures should be located and scheduled showing all types and quantities of fixtures to be used, including proposed lighting levels for each usable space.

- b. All major electrical equipment should be scheduled indicating size and capacity.
- c. Complete electrical distribution including a one-line diagram indicating final location of switchboards, communications, controls (high and low voltage), motor control centers, panels, transformers and emergency generators, if required. Low-voltage system includes fire alarm system, security system, clock and public address system, bell system, voice-data system, and telecom/technology system.
- d. Legend showing all symbols used on drawings.
- e. More developed and detailed Outline Specifications indicating quality level and manufacture.
- f. Further evaluation and confirmation of the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.

5. **Civil**

- a. Further refinement of Schematic Design Phase development of on and off site utility systems for sewer, electrical, water, storm drain and fire water. Includes, without limitation, pipe sizes, materials, invert elevation location and installation details.
- b. Further refinement of Schematic Design Phase walkways, and storm drainage improvements.

6. **Bid Documents**

Architect shall review and comment on District's construction bid contracts and contract documents (the "Division 0" documents and "Division 1" documents) as part of its Services under the Agreement.

7. **Construction Cost Budget**

- a. Revise the Construction Cost Budget for the Project. Along with the conditions identified in the Agreement and the preceding Phases, the following conditions apply to the revised Construction Cost Budget:
  - (i) Design Development Estimate: This further revised estimate shall be prepared by specification section, summarized by CSI category and divided by trade and work item. The estimate shall include individual item unit costs of materials, labor and equipment. Sales tax, Contractor's mark-ups, and general conditions shall be listed separately.

- (ii) The Construction Cost Budget for the Project must at no point exceed the District's Construction Budget. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.
  - (iii) At this stage of the design, the Construction Cost Budget may include design contingencies of no more than ten percent (10%) in the cost estimates.
- b. Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, the Architect shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget.

## **8. Deliverables and Numbers of Copies**

Architect shall provide to the District a hard copy of the following items produced in this phase, together with one (1) copy of each item in electronic format:

- a. Design Development drawing set from all professional disciplines necessary to deliver the Project;
- b. Specifications;
- c. Revised Construction Cost Budget; and
- d. Copy of the DSA file, including all correspondence and meeting notes to date, or notification in writing that Architect has not met or corresponded with DSA.

The Design Development deliverables shall be revised within the accepted program parameters until a final concept within the accepted Construction Cost Budget has been accepted and approved by the District at no additional cost to the District.

## **9. Meetings**

During this Phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops as indicated below in Section J.

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## **E. CONSTRUCTION DOCUMENTS PHASE**

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, Architect shall prepare from the accepted deliverables from the Design Development Phase the Construction Documents consisting of the following for each proposed system within Architect's scope of work. All Projects subject to DSA's jurisdiction shall be submitted for review, back check, and approval, under the electronic plan review process ("EPR process"), rather than paper submission.

### **1. Construction Documents ("CD") 100% Stage:**

#### **a. General**

Endeavor to determine lead times and availability of all Project equipment, materials, and supplies and ensure that all of these will be available to the Contractor in a timely fashion so as not to delay the Project.

#### **b. Architectural**

- (i) Completed site plan.
- (ii) Completed floor plans, elevations, and sections.
- (iii) Architectural details and large blow-ups completed.
- (iv) Finish, door, and hardware schedules completed, including all details.
- (v) Fixed equipment details and identification completed.
- (vi) Reflected ceiling plans completed.

#### **c. Structural**

- (i) Structural floor plans and sections with detailing completed.
- (ii) Structural calculations completed.

#### **d. Mechanical**

- (i) Large scale mechanical details complete.
- (ii) Mechanical schedules for equipment completed.
- (iii) Completed electrical schematic for environmental cooling and exhaust equipment.

(iv) Complete energy conservation calculations and report.

e. **Electrical**

(i) Lighting and power plan showing all switching and controls. Fixture schedule and lighting details completed.

(ii) Distribution information on all power consuming equipment, including lighting, power, signal and communication device(s) branch wiring completed.

(iii) All electrical equipment schedules completed.

(iv) Special system components plans completed.

(v) Electrical load calculations completed.

f. **Civil**

All site plans, site utilities, and drainage systems completed.

g. **Construction Cost Budget**

(i) Revise the Construction Cost Budget for the Project. Along with the conditions identified in the preceding phases, Architect shall update and refine the Design Development Phase revisions to the Construction Cost Budget.

(ii) The Construction Cost Budget for the Project must at no point exceed the District's Construction Budget. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.

(iii) Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, Architect shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget.

(iv) At this stage of the design, the Construction Cost Budget shall not include any design contingencies in excess of the cost estimates.

h. **Specifications**

- (i) Complete development and preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.
- (ii) No part of the specifications shall call for a designated material, product, thing, or service by specific brand or trade name unless:
  - (A) The specification is followed by the words "or equal" so that bidders may furnish any equal material, product, thing, or service, as required by Public Contract Code section 3400, or
  - (B) The designation is allowable by specific allowable exemptions or exceptions pursuant to Public Contract Code section 3400.
- (iii) Specifications shall not contain restrictions that will limit competitive bids other than those required for maintenance convenience by the District and only with District's prior approval.
- (iv) At one hundred percent (100%) review, District shall review the Specifications and shall direct Architect to make corrections at no cost to the District.
- (v) Coordination of the Specifications with specifications developed by other disciplines.
- (vi) Specifications shall be in CSI format.

i. **Constructability Review**

The District and/or its designee, at its sole discretion, shall have the right to conduct a constructability review of the Construction Documents. A report shall be given to the Architect who shall make necessary changes along with providing written comments for each item listed in the report. Conducting a constructability review does not excuse the Architect's obligation to provide Services that shall comply with professional architectural standards, including the standard of care applicable to architects designing public school facilities and applicable requirements of federal, state, and local law.

j. **Deliverables and Numbers of Copies**

Within thirty (30) days of the end of this Phase, Architect shall provide to the District a hard copy of the following items produced in this Phase, together with one (1) copy of each item in electronic format:



- (i) Working drawings;
- (ii) Specifications;
- (iii) Engineering calculations;
- (iv) Construction Cost Budgets;
- (v) Statement of requirements for testing and inspection of service for compliance with Construction Documents and applicable codes;
- (vi) Copy of DSA file including all correspondence, meeting, minutes or reports, back-check comments, checklists to date; and
- (vii) Statement indicating any authorized changes made to the design from the last Phase and the cost impact of each change on the previously approved Construction Cost Budget. If no design changes occur but shifts of costs occur between disciplines, identify for District review.

**2. Construction Documents Final Back-Check Stage:**

- a. The Construction Documents final back-check stage shall be for the purpose of the Architect incorporating all regulatory agencies' comments into the drawings, specifications, and estimate. All changes made by the Architect during this stage shall be at no additional cost to the District.
- b. The final contract documents delivered to the District upon completion of the Architect's work shall be the Bid Set and shall consist of the following:
  - (i) Drawings: Original tracings of all drawings on Architect's tracing paper with each Architect/Consultant's State license stamp.
  - (ii) Specifications: Original word-processed technical specifications on reproducible masters in CSI format.
- c. Architect shall update and refine the Consultants' completed Contract Documents.
- d. Conclusion of Construction Document Phase requires final stamp-out by DSA.

**3. Meetings**

During this Phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops as indicated below in Section J.

**F. BIDDING PHASE**

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, Architect shall perform Bidding Phase services for District as follows:

1. Contact potential bidders and encourage their participation in the Project.
2. Coordinate the development of the bidding procedures and the construction Contract Documents with the District.
3. The development of the bidding procedures and the construction Contract Documents shall be the joint responsibility of the District and Architect. Nevertheless, Architect will use all due care and diligence to confirm that its plans and specifications and all other information provided by or on behalf of the District to potential bidders discloses and publishes any potentially relevant information that could, in any way, have an impact on a Contractor's cost of performance.
4. While the Project is being advertised for bids, all questions concerning intent shall be referred to the District for screening and subsequent processing through Architect.
5. In the event that items requiring interpretation of the drawings or specifications are discovered during the bidding period, those items shall be analyzed by the Architect for decision by the District as to the proper procedure required. Corrective action will be in the form of an addendum prepared by the Architect and issued by the District.
6. Attend bid opening.
7. Coordinate with Consultants.
8. Respond to District and potential bidder questions and clarifications.
9. Deliverables and Number of Copies

Within thirty (30) days of the end of this Phase, Architect shall provide to the District a hard copy of the following items produced in this Phase, together with one (1) copy of each item in electronic format:

- a. Meeting report/minutes from the kick-off meeting;
- b. Meeting report/minutes from the pre-bid site walk; and

#### **G. CONSTRUCTION CONTRACT ADMINISTRATION PHASE**

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, Architect shall perform Construction Contract Administration Phase services for the District as follows:

1. Architect's responsibility to provide basic services for the Construction Phase under the Agreement commences with the award of the contract for construction and terminates upon satisfactory performance and completion of all tasks in this phase and commencement of the Closeout Phase or upon the District's terminating the Agreement, whichever is earlier.
2. **Construction Oversight and Project Certification Process**
  - a. Architect shall ensure that the Project Inspector is approved by the DSA for the Project by submitting the applicable Inspector's Qualification Record (form DSA 5 or more current version) to and by obtaining approval from the DSA prior to commencement of construction and prior to requesting issuance of project inspections cards (form DSA 152 or more current version).
  - b. Architect shall request issuance of the proper number of project inspection cards (forms DSA 152 or more current version) by electronically submitting form DSA 102-IC (or more current version) to the DSA after the construction contract has been awarded. Architect shall provide project inspection cards to the Project Inspector prior to commencement of construction.
  - c. Prior to commencement of construction, Architect shall provide (1) a copy of the DSA approved construction documents and (2) the DSA approved Statement of Structural Tests and Special Inspections (form DSA 103 or more current version) prepared by Architect to the Project Inspector and Laboratory of Record.
  - d. Architect shall prepare and submit a Contract Information form (form DSA 102 or more current version) for all construction contracts.
  - e. Architect shall maintain such personal contact with the Project as is necessary to assure themselves of compliance, in every material respect, with the DSA-approved construction documents. Personal contact shall include visits to the Project site by the Architect or engineer or their qualified representative to observe construction.
  - f. Architect shall notify DSA as to the disposition of materials noted on laboratory testing, and/or special inspection, reports as not conforming to the DSA-approved construction documents.
  - g. Architect shall respond to DSA field trip notes as necessary.
  - h. Architect shall submit an interim Verified Report (form DSA 6-AE or more current version) to the DSA electronically and a copy to the Project Inspector for each of the applicable nine (9) sections of form DSA 152 prior to the Project Inspector signing off that section of the project inspection card.

- i. Architect shall submit a Statement of Final Actual Project Cost (form DSA 168 or more current version) to the DSA.
- j. Architect shall submit Verified Reports (form DSA 6-AE or more current form) to the DSA and to the Project Inspector if any of the following events occur: (1) when construction is sufficiently complete in accordance with the DSA-approved construction documents so that the District can occupy or utilize the Project; (2) work on the Project is suspended for a period of more than one month; (3) the services of the Architect are terminated for any reason prior to completion of the Project; or (4) DSA requests a Verified Report.

### **3. Change Orders**

- a. Architect shall review all of Contractor's change order requests to determine if those requests are valid and appropriate. Architect shall provide a recommendation to District as to whether the change should be approved, partially approved, returned to the Contractor for clarification, or rejected.
- b. Architect shall furnish all necessary Construction Change Documents and additional drawings for supplementing, clarifying, and/or correcting purposes and for change orders. The District shall request these Construction Change Documents and drawings from the Architect, which shall be provided at no additional cost unless designated as Extra Services by the District. The original drawings and contract wording for change orders shall be submitted to the District for duplication and distribution.

### **4. Submittals**

- a. Architect shall review and approve or take other appropriate action upon Contractor's submittals such as: shop drawings, Project data, samples and Construction Change Documents, but only for the purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.
- b. Architect shall review Contractor's schedule of submittals and advise the District on whether that schedule is complete. Architect shall provide the District with proposed revisions to this schedule and advise the District on whether the District should approve this schedule.
- c. Architect's action upon Contractor's submittals shall be taken as expeditiously as possible so as to cause no unreasonable delay in the construction of the Project or in the work of Contractor(s), while allowing sufficient time in the Architect's professional judgment to permit adequate review. In no case shall the review period associated with a single, particular submittal exceed twenty-one (21) calendar days from its receipt by the Architect. Architect's response to each submittal shall be a substantive and acceptable response. This twenty-one (21)-day time period shall not include time

when a submittal is within the District's control or if the submittal is being reviewed by DSA. In no way does this provision reduce Architect's liability if it fails to prepare acceptable documents.

5. **RFIs.** During the course of construction as part of the basic services, Architect must respond to all Requests for Information ("RFI") as expeditiously as possible so as not to impact and delay the construction progress. In no case shall the review period associated with an RFI exceed seven (7) calendar days from receipt by the Architect unless the complexity of the RFI warrants a longer time period for the review as reasonably agreed to by both parties. Architect's response to each RFI shall be a substantive and acceptable response. This seven-day time period shall not include time when a submittal is within the District's control or if the submittal is being reviewed by DSA. In no way does this provision reduce the Architect's liability if it fails to prepare acceptable documents. Architect must verify that RFIs are passed through the Project Inspector, if any.
6. **Notices of Deficient Work.** On the basis of on-site observations, Architect shall keep the District informed of the progress and the quality of the work, and shall endeavor to guard the District against defects and deficiencies in the work. Architect shall timely notify the District in writing of any defects or deficiencies in the work by any of the District's Contractors that Architect may observe. However, Architect shall not be a guarantor of the Contractor's performance. Further, the Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work. These are the responsibility of the General Contractor.
7. **Record Drawings.** Architect shall incorporate all information on all As-Builts, sketches, details, and clarifications, and prepare one (1) set of final Record Drawings for the District. The Record Drawings shall incorporate onto one (1) set of drawings, all changes from all sketches, details, and clarifications, including, without limitation, all requests for information, Construction Change Documents and change orders based upon the construction Contractor's representations of actual construction. Architect shall deliver the Record Drawings to the District at completion of the construction in a format acceptable to the District, and it shall be a condition precedent to the District's approval of Architect's final payment. Architect may insert the following notice on the Record Drawings:

These drawings [or corrected specifications] have been prepared based on information submitted, in part, by others. Architect has provided a review consistent with its legal standard of care.
8. **O&M Manuals and Warranties.** Architect shall review equipment, operation and maintenance manuals, and a complete set of warranty documents for all equipment and installed systems, to ensure that they meet the requirements of the plans and specifications.

9. **Start-up.** Architect shall also provide, at the District's request, architectural/engineering advice to the District on start-up, break-in, and debugging of facility systems and equipment, and on apparent deficiencies or defects in construction following the acceptance of the Contractor's work.
10. **Payment Statements.** Recommendations of Payment by Architect constitute Architect's representation to the District that work has progressed to the point indicated to the best of Architect's knowledge, information, and belief, and that the quality of the work is in general conformance with the Contract Documents.

11. **Deliverables and Number of Copies**

Within thirty (30) days of the end of this Phase, Architect shall provide to the District a hard copy of the following items produced in this Phase, together with one (1) copy of each item in electronic format:

- a. Meeting report/minutes from the kick-off meeting;
- b. Observation reports; and
- c. Weekly meeting reports.

12. **Meetings**

During this Phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops as indicated below in Section J.

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## H. CLOSE OUT PHASE

1. As the Construction Administration Phase progresses, Architect shall perform the following Close Out Phase services for the District as required in a timely manner:
  - a. Architect shall review the Project and observe the construction as required to determine when the Contractor has completed the construction of the Project and shall prepare punch lists of items that remain in need of correction or completion.
  - b. Architect shall collect from the Contractor, review, and forward to the District all written warranties, operation manuals, and spare parts with Architect's recommendation as to the adequacy of these items.
  - c. Architect shall prepare or collect, as applicable, and provide to DSA, all reports required by DSA related to the design and construction of the Project.
  - d. Architect shall respond to the DSA "90-day" letter.
  - e. Architect shall obtain all required DSA approval of all Construction Change Documents and addenda to the Contractor's contract.
  - f. Architect shall prepare a set of Record Drawings for the Project, as required by the District.
  - g. Architect shall review all warranty and O&M documentation prepared by the General Contractor.
  - h. Architect shall have primary responsibility to coordinate all Services required to close-out the design and construction of the Project with the District and among Consultants.
2. When the design and construction of the Project is complete, the District shall prepare and record with the County Recorder a Notice of Completion for the Project.
3. **Deliverables and Number of Copies**
  - a. Punch list; and
  - b. Upon completion of the Project, all related Project documents, including Record Drawings. These are the sole property of the District.
4. **Meetings**

During this phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops as indicated below in Section J.

## **I. MEETINGS / SITE VISITS / WORKSHOPS**

1. Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops as indicated below. Architect shall chair, conduct and take minutes of all coordination meetings with its Consultant(s) during the entire design phase. Architect shall invite the District and/or its representative to participate in these meetings. Architect shall keep a separate log to document design/coordination comments generated in these meetings.

### **2. General Meeting, Site Visit, and Workshop Requirements**

- a. Architect shall always be prepared to answer questions and issues from District staff, site staff, potential bidders, and/or Contractors, as applicable.
- b. Architect shall maintain a log of all meetings, site visits or site observations held in conjunction with the design and construction of the Project, with documentation of major discussion points, observations, decisions, questions or comments. These shall be furnished to the District and/or its representative for inclusion in the overall Project documentation.
- c. As required, Architect shall provide at no additional cost to the District copies of all documents or other information needed for each meeting, site visit, and workshop.
- d. Each meeting may last up to four hours and shall be held at the District office or at the Project site, unless otherwise indicated.

### **3. Initial Site Visits (One (1) meeting(s))**

- a. Architect shall visit the Project site to complete a visual inventory and documentation of the existing conditions.

### **4. Meetings During Schematic Design Phase (Two (2) meeting(s))**

- a. Within the first two weeks following the start of the Schematic Design Phase, Architect shall conduct one (1) design meeting with the District's facilities team and site personnel to complete a basic design framework with computer-aided design equipment ("CADD"). The District may, at its discretion, allow Architect to proceed with this meeting without using CADD. This meeting shall include the following:
  - (i) Architect shall designate its team member duties and responsibilities.
  - (ii) Architect and District shall review District goals and expectations.
  - (iii) District shall provide input and requirements.



- (iv) Architect and District shall review Project scope and budget, including the Construction Cost Budget and the Construction Budget.
  - (v) Prepare and/or revise the scope of work list and general work plan from the Pre-Design Phase, for documentation in a computer-generated Project schedule.
  - (vi) Establish methods to facilitate the communication and coordination efforts for the Project.
- b. Architect shall participate in One (1) additional meeting to review the schematic design package and opinion of probable cost and confirm any design alternates that may be required.

**5. Meetings During Design Development Phase (Two (2) meeting(s))**

- a. At approximately mid-point of the Design Development phase, Architect shall conduct One (1) meeting with District personnel and applicable engineering sub-consultants to confirm District standards and preferred systems.
- b. At the time designated for completion of the Design Development package, Architect shall conduct One (1) meeting, per package or submittal, with the District to review the following:
  - (i) Present the Design Development package for review and comment to proceed with preparation of final plans and specification.
  - (ii) Architect and District shall review Project scope and budget, including the Construction Cost Budget and the Construction Budget. At this time, proposed design alternates that may be required to ensure compliance with the District's Construction Budget will be determined.

**6. Meetings During Construction Documents Phase (Two (2) meeting(s))**

- a. At approximately the time designated for completion of the fifty percent (50%) submittal package, Architect shall conduct One (1) meeting(s), per package or submittal, with the District to review the following:
  - (i) Present progress on the Construction Documents submittal package for review and comment to proceed with preparation of final plans and specifications.
  - (ii) Architect and District shall provide further review of Project scope and budget, including the Construction Cost Budget and the Construction Budget.

- b. At the time designated for completion of the one hundred percent (100%) Construction Document package, concurrent with review by the Division of the State Architect, Architect shall conduct One (1) meeting(s), per package or submittal, with the District to review the following:
  - (i) Present the hundred percent (100%) Construction Document package for review and comment to proceed with preparation of final plans and specifications.
  - (ii) Architect and District shall provide further review of Project scope and budget, including the Construction Cost Budget and the Construction Budget.

**7. Meetings During Bidding Phase (Two (2) meeting(s))**

- a. Attend and take part in One (1) pre-bid meeting(s), per package or submittal, with all potential bidders, District staff, and Construction Manager.
- b. Conduct One (1) kick-off meeting(s) with the successful bidder, District staff, and Construction Manager to finalize the roles and responsibilities of each party and provide protocols and processes to follow during construction.

**8. Meetings During Construction Administration Phase (weekly Project meetings until entire Project is complete, (6-month construction schedule assumed))**

- a. Architect shall visit the Project site as necessary or when requested, and in no case less than once per week, sufficient to determine that the Project is being constructed in accordance with the plans and specifications, and to resolve discrepancies in the Contract Documents and to monitor the progress of the construction of the Project.
- b. Conduct weekly Project meetings with District staff to review with District staff the progress of the work. Architect agrees to attend weekly Project meetings, at no additional cost to the District, until the work of the Project is complete.
- c. Architect shall ensure that Consultant(s) visit the site in conformance with their agreement(s) and that Consultant agreements shall reference District requirements for Construction Phase services.

END OF EXHIBIT

**EXHIBIT "B"**

**CRITERIA AND BILLING FOR EXTRA SERVICES**

The following Extra Services to the Agreement shall be performed by Architect if needed and if authorized or requested by the District:

- A. Providing services as directed by the District that are not part of the Basic Services of this Agreement, or otherwise included within **Exhibit "A."**
- B. Providing deliverables or other items in excess of the number indicated in **Exhibit "A."** Before preparing, providing, sending, or invoicing for extra deliverables, Architect shall inform the District that expected deliverables may be in excess of the number indicated in **Exhibit "A,"** so that the District can procure the additional deliverables itself or direct Architect to procure the deliverables at the District's expense or on the District's account at a specific vendor.
- C. Making revisions in drawings, specifications, or other documents when such revisions are required by the enactment or revisions of codes, laws, or regulations subsequent to the preparation of the Conforming Set.
- D. Providing consultation concerning replacement of work damaged by fire or other cause during construction and furnishing services required in connection with replacement of that work.
- E. Providing services made necessary by the default of Contractor(s).
- F. In the absence of a final Certificate of Payment or Notice of Completion, providing services more than ninety (90) days after the date of completion of work by Contractor(s) and after Architect has completed all of its obligations and tasks under the Agreement.
- G. Providing services as an expert and/or witness for the District in any mediation, arbitration, and/or trial in which the Architect is (1) not a party, and (2) did not in any way cause the dispute that is being adjudicated.
- H. The following rates, which include overhead, administrative cost, and profit, shall be utilized in arriving at the fee for Extra Services and shall not be changed for the term of the Agreement.

<b><u>Job Title</u></b>	<b><u>Hourly Rate</u></b>
Principal In Charge:	\$255
Associate Principal:	\$240
Project Manager (Senior):	\$200
Designer:	\$130 - \$150
Assistant Project Manager:	\$190
Architect:	\$165 - \$190

Contract Administrator:	
Other	
Other	

- I. The mark-up on any approved reimbursable item of Extra Services shall not exceed five percent (5%).
1. The following items are approved for mark-up:
    - a. Sub-consultant Invoices.
  2. Any approved item of Extra Services not identified in the above list may not be marked-up.
- J. **Format and Content of Invoices** (Extra Services Only)

Architect acknowledges that the District requires Architect’s invoices to include detailed explanations of the Services performed. For example, a six hour charge for “RFIs and CORs” is unacceptable and will not be payable. A more detailed explanation, with specificity, is required. This includes a separate entry for each RFI, PCO, CCD and change order. For example, the following descriptions, in addition to complying with all other terms of this Agreement, would be payable. The times indicated below are just placeholders:

Review RFI 23; review plans and specifications for response to same; prepare responses to same and forward to contractor, district, construction manager, and project inspector.	0.8 hours
Review COR 8; review scope of same and plans and specifications for appropriateness of same; prepare draft change order and language for same.	0.7 hours
Review COR 11; review scope of same and plans and specifications for appropriateness of same; prepare rejection of COR 11 for review by district, CM, IOR.	1.2 hours

END OF EXHIBIT

**EXHIBIT "C"**

**SCHEDULE OF SERVICES**

- A. Promptly after the execution of this Agreement, Architect shall prepare and submit for approval to the District a Schedule of Services showing the order in which Architect proposes to carry out Architect's Services ("Schedule of Services"). The Schedule of Services shall apply to the completion of all Services listed hereunder within the times established by this Agreement. The Schedule of Services shall be in the form of a progress chart clearly delineating all important increments and review dates.
- B. Architect shall complete Services required under the Schematic Design Phase within **30 calendar days** after written authorization from District to proceed (March 1 – March 30, 2023).
- C. Architect shall complete Services required under the Design Development Phase within **30 calendar days** after receipt of a written authorization from District to proceed (April 1-April 30, 2023).
- D. Architect shall complete Services required under Construction Documents Phase within **60 calendar days** after written authorization from District to proceed, and as more specifically indicated below (May 1-June 30, 2023). Excluded from this duration is the time associated with DSA review the Construction Documents back-check stage.
  - 1. 100% Submittal Package **30 calendar days**
  - 2. 100% Design Development Package **30 calendar days**
  - 3. 100% Construction Documents **60 calendar days**
  - 4. Final Contract Documents after Final Back-Check Stage **Anticipated approval dates: October 2023**
- E. The durations stated above include the review periods of **10 calendar days** required by the District.
- F. All times to complete tasks set forth in this Exhibit are of the essence, as indicated in the Agreement. If delays in the Schedule of Services are incurred as a result of the District's inability to comply with requested meeting schedules, Architect shall maintain the right to request an adjustment in the Schedule of Services if deemed necessary to meet the deadlines set forth in this Exhibit. If approved, those extensions shall be authorized in writing by the District.

END OF EXHIBIT

**EXHIBIT "D"**  
**PAYMENT SCHEDULE**

**A. Compensation**

1. The payment of consideration to Architect as provided herein shall be full compensation for all of Architect's Services incurred in the performance hereof, including, printing and shipping of deliverables in the quantities set forth in **Exhibit "A,"**. Except as expressly set forth in the Agreement and **Exhibit "B,"** there shall be no payment for extra costs or expenses.
2. The total compensation to Architect shall be as stated in Article 6 of the Agreement.
3. District shall pay Architect as follows for all Services contracted for under this Agreement:

<b>PERCENTAGE OF TOTAL FEE PER PHASE</b>	
<b>Phase</b>	<b>Phase Amount</b>
Schematic Design Phase	<u>10%</u>
Design Development Phase	<u>15%</u>
Construction Documents Phase-Submittal to DSA	<u>30%</u>
Approval by DSA	<u>10%</u>
Bidding Phase	<u>5%</u>
Construction Contract Administration Phase	<u>25%</u>
Close Out Phase	<u>5%</u>
Generate Punch List	1%
Sign Off On Punch List	1%
Receive and Review All M&O Documents	1%
Filing All DSA Required Close Out Documents	1%
Receiving DSA Close Out, including DSA approval of the final set of Record Drawings	1%
<b>TOTAL BASE COMPENSATION</b>	<b><u>100%</u></b>

Reimbursable Expenses are in addition to compensation for Basic and Additional Services and will be billed at a multiple of 1.10% the expenses incurred. These charges include, but are not limited to, expenses incurred which are directly related to the Project, such as reproductions, plans and plots for owner, agency or contractor's use, standard form documents, postage, handling and delivery of Instruments of Service, and mileage. Reimbursable expenses are not expected to exceed **\$19,500**.

**B. Method of Payment**

1. Invoices shall be on a form approved by the District and are to be submitted to the District via the District's authorized representative.
2. Architect shall submit to District on a monthly basis documentation showing proof that payments were made to its Consultant(s).
3. Architect shall submit to the District for approval a copy of the Architect's monthly pay request format.
4. Upon receipt and approval of Architect's invoices, the District agrees to make payments of undisputed amounts within thirty (30) days of receipt of the invoice as follows:

**a. For Schematic Design Phase:**

Monthly payments for the percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon acceptance and approval of the Schematic Design Phase by the District.

**b. For Design Development Phase:**

Monthly payments for the percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon acceptance and approval of the Design Development Phase by the District.

**c. For Construction Documents Phase:**

Monthly payments for percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon acceptance and approval of the Construction Documents Phase by the District.

**d. For Bidding Phase:**

Monthly payments for the percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon the District's award of the bid.

**e. For Construction Contract Administration Phase:**

Monthly payments for the percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon the District's notice of completion.

**f. For Close Out:**

Lump sum payment no sooner than thirty-five (35) days and no later than forty-five (45) days after completion of all items in this Phase.

END OF EXHIBIT



## EXHIBIT "E"

### INSURANCE REQUIREMENTS

- A. Architect shall procure, prior to commencement of the Services of this Agreement and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services hereunder by the Architect, his agents, representatives, employees and Consultant(s). Architect's liabilities, including but not limited to Architect's indemnity or defense obligations, under this Agreement shall not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of this Agreement and Architect's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement, as required or when requested, may be treated by the District as a material breach of contract.
- B. **Minimum Scope and Limits of Insurance:** Coverage shall be at least as broad as the following scopes and limits. Umbrella or Excess Liability policies are acceptable where the need for higher liability limits is noted and shall provide liability coverages that at least follow form over the underlying insurance requirements where necessary for Commercial General Liability, Commercial Automobile Liability, Employers' Liability, and other liability coverage (except Professional Liability) designated under this Section B – Insurance Requirements." Minimum Scope of Insurance.
1. **Commercial General Liability.** Two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to each project/location or the general aggregate limit shall be twice the required occurrence limit.
  2. **Commercial Automobile Liability.** One million dollars (\$1,000,000) for bodily injury and property damage.
  3. **Workers' Compensation Liability.** For all of the Architect's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, Architect shall keep in full force and effect, a Workers' Compensation policy.
  4. **Employers' Liability.** For all of the Architect's employees who are subject to this Agreement, Architect shall keep in full force and effect, an Employment Practices Liability policy with minimum liability coverage of Two million dollars (\$2,000,000) per occurrence.
  5. **Professional Liability.** This insurance shall cover the prime design professional and his/her consultant(s) on a Claims Made basis for Two Million Dollars (\$2,000,000) aggregate limit subject to no more than Two Hundred Thousand Dollars (\$200,000) per claim deductible, coverage to continue through completion of construction plus two (2) years thereafter.

- C. District reserves the right to modify the limits and coverages described herein, with appropriate credits or changes to be negotiated for such changes.
- D. **Deductibles and Self-Insured Retention:** Architect shall inform the District in writing if any deductibles or self-insured retention exceeds Two Hundred Thousand Dollars (\$200,000). At the option of the District, either:
1. The District can accept the higher deductible; or
  2. Architect's insurer shall reduce or eliminate such deductibles or self-insured retention as respects the District, its officers, officials, employees and volunteers.
- E. **Other Insurance Provisions:** The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
1. The District, its representatives, consultants, trustees, officers, officials, employees, agents, and volunteers ("Additional Insureds") are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Architect; Instruments of Service and completed operations of the Architect; premises owned, occupied or used by the Architect; or automobiles owned, leased, hired or borrowed by the Architect. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds.
  2. For any claims related to the projects, Architect's insurance coverage shall be primary insurance as respects the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of Architect's insurance and shall not contribute with it.
  3. Architect shall provide an endorsement that the insurer waives the right of subrogation against District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.
  4. Architect's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
  5. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insureds.
  6. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.
  7. Architect shall pay all insurance premiums, including any charges for required waivers of subrogation or the endorsement of additional insureds. If Architect fails to maintain

insurance, District may take out comparable insurance, and deduct and retain amount of premium from any sums due Architect under the Agreement.

8. Architect shall require all subconsultants to maintain the level of insurance Architect deems appropriate with respect to the consultant's scope of the Work unless otherwise indicated in the Agreement. Architect shall cause the subconsultants to furnish proof thereof to District within ten (10) days of District's request. Should Architect not require subconsultants to provide the same level of insurance as is required of Architect, as provided in this Agreement, Architect is not relieved of its indemnity obligations to District or fulfilling its insurance requirements as provided in this Agreement.

F. **Acceptability of Insurers:** Insurance is to be placed with insurers admitted in California with a current A.M. Best's rating of no less than A:VII. Architect shall inform the District in writing if any of its insurer(s) have an A.M. Best's rating less than A:VII. At the option of the District, the District may either:

1. Accept the lower rating; or
2. Require Architect to procure insurance from another insurer.

G. **Verification of Coverage:** Prior to commencing with its provision of Services under this Agreement, Architect shall furnish District with:

1. Certificates of insurance showing maintenance of the required insurance coverages; and
2. Original endorsements affecting general liability and automobile liability coverage. The endorsements are to be signed by a person authorized by that insurer to bind coverages on its behalf. All endorsements are to be received and approved by the District before Services commence.

H. **Copy of Insurance Policy(ies):** Upon the District's request, Architect will furnish District with a copy of all insurance policies related to its provision of Services under this Agreement.

END OF EXHIBIT



**Agreement for Architectural Services**

**between**

**Sacramento City Unified School District**

**and**

**Lionakis**

**C.K. McClatchy New Softball Field and Baseball Field  
Improvement Project**

**Dated: May 18, 2023**

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## AGREEMENT FOR ARCHITECTURAL SERVICES

This Agreement for Architectural Services is made as of May 18, 2023, between the Sacramento City Unified School District, a California public school district ("District"), and Lionakis ("Architect") (collectively "Parties"), for the following project ("Project"):

New Softball Field and Baseball Field Improvements on the campus of C.K. McClatchy High School, 3066 Freeport Boulevard, Sacramento, CA 95818

For and in consideration of the mutual covenants herein contained, the Parties hereto agree as follows:

### Article 1. Definitions

- 1.1. In addition to the definitions above, the following definitions of words or phrases shall apply when used in this Agreement, including all Exhibits:
  - 1.1.1. **Agreement:** The Agreement consists exclusively of this document and all identified exhibits attached and incorporated by reference.
  - 1.1.2. **Architect:** The Architect identified in the first paragraph of this Agreement, including all Consultants to the Architect. The term Architect means the Design Professional in General Responsible Charge on this Project.
  - 1.1.3. **As-Built Drawings ("As-Built"):** Any document prepared and submitted by District's Contractor(s) that details on a Conforming Set, the actual construction performed during the Project, including changes necessitated by Construction Change Documents and change orders, and detailed by the District's construction contractor(s) on a Conforming Set.
  - 1.1.4. **Bid Set:** The plans, drawings, and specifications at the end of the Construction Documents Phase that the Division of the State Architect ("DSA") has approved and that the District can use to go out to bid for construction of the Project.
  - 1.1.5. **Conforming Set:** The plans, drawings, and specifications at the end of the Bidding Phase that incorporate all addenda, if any, issued during the Bidding Phase. The Architect shall ensure that DSA has approved all revisions to the Bid Set that are incorporated onto the Conforming Set and for which DSA approval is required.

- 1.1.6. **Construction Budget**: The total amount of funds indicated by the District for the entire Project plus all other costs, including design, construction, administration, and financing.
- 1.1.7. **Construction Change Documents (“CCD”)**: The documentation of changes to the DSA-approved construction documents.
- 1.1.8. **Construction Cost Budget**: The total cost to District of all elements of the Project designed or specified by the Architect, as adjusted at the end of each design phase in accordance with this Agreement. The Construction Cost Budget does not include the compensation of the Architect and the Architect’s Consultants, the cost of land, rights-of-way, financing or other costs which are the responsibility of the District, including construction management.
- 1.1.9. **Construction Manager**: The District’s representative on the Project if the District retains a construction manager, project manager, or owner’s representative.
- 1.1.10. **Contractor**: One or more licensed contractors under contract with the District for construction of all or a portion of the Project.
- 1.1.11. **Consultant(s)**: Any and all consultant(s), sub-consultant(s), subcontractor(s), or agent(s) to the Architect.
- 1.1.12. **District**: The Sacramento City Unified School District.
- 1.1.13. **DSA**: The Division of the State Architect.
- 1.1.14. **Extra Services**: District-authorized services outside of the scope in **Exhibit “A”** or District-authorized reimbursables not included in Architect’s Fee.
- 1.1.15. **Laboratory of Record**: The District-designated laboratory(ies) for testing of concrete, soils, materials, and other required testing.
- 1.1.16. **Project**: District’s C.K. McClatchy New Softball Field and Baseball Field Improvements Project at 3066 Freeport Boulevard, Sacramento, CA 95818.
- 1.1.17. **Record Drawings**: A final set of drawings prepared by the Architect that incorporates all changes from all As-Builts, sketches, details, and clarifications.



- 1.1.18. **Service(s):** All labor, materials, supervision, services, tasks, and work that the Architect is required to perform and that are required by, or reasonably inferred from, the Agreement, and that are necessary for the design and completion of the Project.
- 1.1.19. **Visually Verify:** To verify to the fullest extent possible by physical observation and reasonable investigation and without any destructive action.

## **Article 2. Scope, Responsibilities, and Services of Architect**

- 2.1. Architect shall render the Services described in **Exhibit "A,"** commencing with receipt of a written Notice to Proceed signed by the District representative. Architect's Services will be completed in accordance with the schedule attached as **Exhibit "C."**
- 2.2. Architect and its Consultants shall provide Services for a Project: (i) using its professional skill and judgment; (ii) acting with due care and in accordance with respective applicable standards of care under California law for those providing similar services for projects of the size, scope and complexity of the Project for California school districts in or around the same geographic area of the District; (iii) the terms of this Agreement; and (iv) in accordance with said standards regarding application and interpretation of applicable law, code, rule or regulation at the time the Services are rendered ("Standard of Care"). All persons providing professional services hereunder shall be properly licensed as required under California law.
- 2.3. The District intends to award the Project to Contractor(s) pursuant to a competitive bid process. District reserves its right to use alternative delivery methods and the Architect's scope of work may be adjusted accordingly.
- 2.4. Architect acknowledges that all California public school districts are obligated to develop and implement the following storm water requirements for the discharge of storm water to surface waters from its construction and land disturbance activities where the project disturbs one (1) or more acres of land and is not part of a larger common plan of development or sale, the project disturbs one acre or more of land, or the project disturbs less than one (1) acre of land but is part of a larger common plan of development or sale, or where the District engages in maintenance (e.g., fueling, cleaning, repairing) or transportation activities.
- 2.4.1. Architect shall provide the design for the Project, without limitation:

- 24.1.1. A municipal Separate Storm Sewer System ("MS4"). An MS4 is a system of conveyances used to collect and/or convey storm water, including, without limitation, catch basins, curbs, gutters, ditches, man-made channels, and storm drains.
- 24.1.2. A Storm Water Pollution Prevention Plan ("SWPPP") that contains specific best management practices ("BMPs") and establishes numeric effluent limitations.
- 2.4.2. Architect shall conform its design work to the District's storm water requirements indicated above, that are approved by the District and applicable to the Project, at no additional cost to the District. In addition, as required Architect shall develop a grading and drainage plan and a site plan from architectural information showing a final development of the site. This drawing will also include a horizontal and vertical control plan and a utility infrastructure plan. The Services described in this subparagraph shall be provided by a professional civil engineer who contracts with or is an employee of the Architect.
- 2.5. Architect shall contract for or employ at Architect's expense, Consultant(s) to the extent deemed necessary for completion of the Project including, but not limited to: architects; mechanical, electrical, structural and civil engineers; landscapers; and interior designers, licensed as such by the State of California as part of the Basic Services under this Agreement. The names of Consultant(s) shall be submitted to the District for approval prior to commencement of Services, as indicated below. The District reserves the right to reject Architect's use of any particular Consultant. Nothing in the foregoing procedure shall create any contractual relationship between the District and any Consultant employed by the Architect under terms of the Agreement. Architect shall require each of the Consultants retained by it to execute agreements with standard of care and indemnity provisions commensurate with this Agreement, but Architect shall remain solely responsible and liable to District for all matters covered by this Agreement.
- 2.6. Architect shall coordinate with District personnel or its designated representatives as may be requested and desirable, including with other professionals employed by the District for the design, coordination or management of other work related to the Project. This shall include, without limitation, coordination with State labor compliance, if any. If the Architect employs Consultant(s), the Architect shall ensure that its contract(s) with its Consultant(s) include language notifying the Consultant(s) of State labor compliance, if any.

2.7. Architect shall identify the regulatory agencies that have jurisdiction over essential building and design elements and coordinate with and implement the requirements of the regulatory agencies, including, without limitation, the California Department of Education, the Office of Public School Construction, the Department of General Services, DSA, including DSA Fire/Life Safety, DSA Access Compliance Section, DSA Structural Safety Section, the State Fire Marshal and any regulatory office or agency that has authority for review and supervision of school district construction projects.

2.7.1. If the Project is subject to DSA jurisdiction, then Architect, and its Consultants, if any, shall comply with all the DSA requirements, including without limitation, all the requirements included and/or referenced in the following forms, bulletins ("BU"), interpretations of regulations ("IR"), policies ("PL"), or procedures ("PR"):

2.7.1.1. DSA IR A-6, Construction Change Document Submittal and Approval Process.

2.7.1.2. DSA IR A-18, Use of Construction Documents Prepared by Other Professionals.

2.7.1.3. DSA IR A-24, Construction Phase Duties of the School District, Contractor and Design Professional.

2.7.1.4. DSA PR 07-01: Pre-Check Approval Process.

2.7.1.5. DSA PR 07-02: Over-The-Counter Review of Projects Using Pre-Check Approved Design.

2.7.1.6. DSA PR 18-04.BB18: Electronic Plan Review for Design Professionals of Record Using Bluebeam 2018.

2.7.1.7. DSA PR 18-09.BB18: Electronic Plan Review for Over-the-Counter ("OTC") Projects Using Bluebeam 2018.

2.7.1.8. Form DSA PR 13-01, Construction Oversight Process.

2.7.1.8.1. Each of Architect's duties as provided in the DIR Construction Oversight Process shall be performed timely so as not to result in any delay to the Project.

2.7.1.9. Form DSA PR 13-02, Project Certification Process.

2.7.2. Notwithstanding the DSA forms, BUs, IRs, PLs, or PRs referenced anywhere in this Agreement, each of which is current as of the

Effective Date, all Projects subject to DSA's jurisdiction shall be submitted for review, back check, and approval, under the electronic plan review process ("EPR process"), rather than paper submission, for all projects submitted to DSA. Architect, and its Consultants, if any, shall comply with the EPR process and related DSA procedures, including, without limitation, DSA PR 18-04.BB18 and DSA PR 18-09.BB18, and any subsequent or replacement procedures relating to the EPR process promulgated by DSA. Any reference herein to a particular DIR form, BU, IR, PL, or PR, shall mean and include the then-current DIR form, BU, IR, PL, or PR, respectively, and, to the extent that the EPR process has superceded such form or paper submission process, the EPR process then in effect shall control.

- 2.8. Architect shall provide Services as required to obtain any local, state and/or federal agencies' approval for on-site and off-site work related to the Project including review by regulatory agencies having jurisdiction over the Project.
- 2.9. Architect shall coordinate the work of the District's DSA project inspector(s) ("Project Inspector(s)") and the Laboratory of Record. Architect shall provide code required supervision of special inspectors not provided by the Laboratory of Record.
- 2.10. Architect shall give efficient supervision to Services, using its professional skill and attention. Architect shall carefully study and compare all contract documents, drawings, specifications, and other instructions ("Contract Documents") and shall at once report to District, Construction Manager, and Contractor, any error, inconsistency, or omission that Architect or its employees may discover, in writing, with a copy to District's Project Inspector(s). Architect shall have responsibility for discovery of errors, inconsistencies, or omissions in its own Contract Documents and that of its Subconsultants, but shall have no responsibility for District hired consultants.
- 2.11. Architect recognizes that the District may obtain the services of a Construction Manager and that Architect may have to assume certain coordination and management responsibilities, including tracking Requests for Information ("RFI"), providing RFI responses, and leading all coordination meetings between the District, Project Inspectors, and Contractors on the Project. The District reserves the right to retain the services of a Construction Manager at any time. The Construction Manager, if any, shall be authorized to give Architect Services authorizations and issue written approvals and notices to proceed on behalf of District. The District reserves the right to designate a different Construction Manager at any time. Any task, including, but not limited to, reviews or approvals that

the District may perform pursuant to this Agreement may be performed by the Construction Manager, unless that task indicates it shall be performed by the Governing Board of the District. In addition, the District may have a constructability review of Architect's design documents. Architect shall conform any design documents to the constructability review as part of the Services under this Agreement and shall not be entitled to any compensation as Extra Services for this activity.

2.12. Architect shall provide computer-generated pictures downloaded to computer files, updated as requested by the District, that the District may use on its website.

2.13. As part of the basic Services pursuant to this Agreement, Architect is not responsible for:

2.13.1. Ground contamination or hazardous material analysis.

2.13.2. Any asbestos and/or lead testing, design or abatement; however, it shall coordinate and integrate its work with any such information provided by District.

2.13.3. Compliance with the California Environmental Quality Act ("CEQA"), except that Architect agrees to coordinate its work with that of any CEQA consultants retained by the District, to provide current elevations and schematic drawings for use in CEQA compliance documents, and to incorporate any mitigation measures adopted by the District into the Project design at no additional cost to the District.

2.13.4. Historical significance report.

2.13.5. Soils investigation.

2.13.6. Geotechnical hazard report, except as indicated in **Exhibit "A."**

2.13.7. Topographic surveys of existing conditions.

2.13.8. State and local agency fees.

2.13.9. Testing and inspection.

### **Article 3. Architect Staff**

3.1. Architect has been selected to perform the Services herein because of the skills and expertise of key individuals.

3.2. Architect agrees that the following key people in Architect’s firm shall be associated with the Project in the following capacities:

Principal In Charge:            Laura Knauss  
Project Director:                Brian Bell  
Project Architect(s):            \_\_\_\_\_  
Project Architect(s):            \_\_\_\_\_  
Other:                                \_\_\_\_\_

Major Consultants:  
      Electrical/Data Eng:    The Engineering Enterprise  
      Structural:                Lionakis  
      Specifications:         Lionakis  
      Civil:                      Warren Consulting Engineers  
      Landscape Architect: ANLA  
      Mechanical/Plumbing:Capital Engineering  
      Cost Estimator:         Sierra West  
      Door Hardware:         Opening Consultants

3.3. Architect shall not change any of the key personnel listed above without prior written approval by the District, unless said personnel cease to be employed by Architect. In either case, the District shall be allowed to interview and approve replacement personnel.

3.4. If any designated lead or key person fails to perform to the satisfaction of the District, then upon written notice Architect shall have five (5) calendar days to remove that person from the Project and replace that person with one acceptable to the District. All lead or key personnel for any Consultant must also be designated by the Consultant and are subject to all conditions stated in this paragraph.

3.5. Architect represents that Architect has no existing interest and will not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of Services required under this Agreement and that no person having any such interest shall be employed by Architect.

3.6. Architect shall comply with Education Code section 17302(a) and agrees that any plans and/or specifications included in the Services shall be prepared under the supervision of licensed personnel, and that licensed

personnel shall be in "responsible charge" of persons who observe the construction.

#### **Article 4. Schedule of Services**

Architect shall commence Services under this Agreement upon receipt of a written Notice to Proceed and shall prosecute the Services diligently as described in **Exhibit "A,"** so as to proceed with and complete the Services in compliance with the schedule in **Exhibit "C."** Time is of the essence and failure of Architect to perform Services on time as specified in this Agreement is a material breach of this Agreement. It shall not be a material breach if a delay is beyond the Architect's or its Consultant(s)' reasonable control.

#### **Article 5. Construction Cost Budget**

- 5.1. Architect hereby accepts the District's established Construction Cost Budget and Project scope. In accordance with **Exhibit "A,"** the Architect shall have responsibility to further develop, review, and reconcile the Construction Cost Budget for the District at the beginning of the Project and at the completion of each design phase. The District and Construction Manager shall also have responsibility to develop, review, and reconcile the Construction Cost Budget with the Architect.
- 5.2. Architect shall complete all Services as described in **Exhibit "A,"** including all plans, designs, drawings, specifications and other Contract Documents, so that the cost to construct the work designed by the Architect will not exceed the Construction Cost Budget, as adjusted subsequently with the District's written approval. Architect shall maintain cost controls throughout the Project to deliver the Project within the Construction Cost Budget.
- 5.3. The District may, in its sole discretion, do one, or a combination, of the following if any of the events in Article 5.4 occur:
  - 5.3.1. Give Architect written approval on an agreed adjustment to the Construction Cost Budget.
  - 5.3.2. Authorize Architect to re-negotiate, when appropriate, and/or re-bid the Project within three (3) months' time of receipt of bids (exclusive of District and other agencies' review time) at no additional cost to the District.
  - 5.3.3. Terminate this Agreement if the Project is abandoned by the District, without further obligation by either party.

- 5.3.4. Within three (3) months' time of receipt of bids, instruct Architect to revise the drawings and specifications (in scope and quality as approved by the District) to bring the Project within the Construction Cost Budget for re-bidding at no additional cost to the District.
- 5.4. If any of the following events occur, the District may exercise any one, or any combination, of the actions set forth in Article 5.3 above:
  - 5.4.1. The lowest responsive base bid received is in excess of five percent (5%) of the Construction Cost Budget; or
  - 5.4.2. If the combined total of base bid and all additive alternates come in ten percent (10%) or more under the Construction Cost Budget; or
  - 5.4.3. If the Construction Cost Budget increases in phases subsequent to the Schematic Design Phase due to reasonably foreseeable changes in the condition of the construction market in the county in which the District is located, in so far as these have not been caused by Acts of God, earthquakes, strikes, war, or energy shortages due to uncontrollable events in the world economy.

## **Article 6. Fee and Method of Payment**

- 6.1. The District shall pay Architect for all Services contracted for under this Agreement an amount equal to the following ("Fee"):

An amount not to exceed **Three Hundred Eighty Thousand Dollars (\$380,000)** based on the rates set forth in **Exhibit "D."** Reimbursable expenses are not expected to exceed **\$19,000.**
- 6.2. The District shall pay Architect the Fee pursuant to the provisions of **Exhibit "D."**
- 6.3. Architect shall bill for performance of Services under this Agreement in accordance with **Exhibit "D."**
- 6.4. No increase in Fee will be due from CCDs and/or change orders generated during the construction period to the extent caused by Architect's error or omission.
- 6.5. The Architect's Fee set forth in this Agreement shall be full compensation for all of Architect's Services incurred in the performance hereof as indicated in **Exhibit "D."**



- 6.6. Regardless of the structure of Architect's Fee, the Architect's Fee may be adjusted downward if the Scope of Services of this Agreement is reduced by the District in accordance with this Agreement.
- 6.7. Neither the District's review, approval of, nor payment for, any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement, and Architect shall remain liable to the District in accordance with this Agreement for direct damages to the District caused by Architect's failure to perform any of the Services furnished under this Agreement to the standard of care under California law for architects performing similar work for California school districts in or around the same geographic area as the District.

#### **Article 7. Payment for Extra Services or Changes**

Any charges for Extra Services shall be paid by the District as described in **Exhibit "B"** only upon certification that the claimed Extra Service was authorized as indicated herein and that the Extra Services have been satisfactorily completed. If any service is done by Architect without prior written authorization by the Construction Manager or the District's authorized representative, the District will not be obligated to pay for such service. The foregoing provision notwithstanding, Architect will be paid by the District as described in **Exhibit "B"** for Extra Services that the Construction Manager or the District's authorized representative verbally requests, provided that Architect confirms such request in writing pursuant to the notice requirements of this Agreement, and proceeds with such Extra Services not earlier than two (2) business days after the District receives confirmation of the request from the Architect.

#### **Article 8. Ownership of Data**

- 8.1. Pursuant to Education Code section 17316, this Agreement creates a non-exclusive and perpetual license for the District to use, at its discretion, all plans including, but not limited to, record drawings, specifications, estimates and other documents that Architect or its Consultants prepare or cause to be prepared pursuant to this Agreement.
- 8.2. Architect retains all rights to all copyrights over designs and other intellectual property embodied in the plans, record drawings, specifications, estimates, and other documents that Architect or its Consultants prepare or cause to be prepared pursuant to this Agreement.
- 8.3. Architect shall perform the Services and prepare all documents under this Agreement with the assistance of Computer Aided Design Drafting Technology ("CADD") (e.g., AutoCAD). Architect shall deliver to District all drawings in DWG format. As to any drawings that Architect provides in a

CADD file format, the District acknowledges that anomalies and errors may be introduced into data when it is transferred or used in a computer environment, and that the District should rely on hard copies of all documents.

- 8.4. In order to document exactly what CADD information was given to the District, Architect and District shall each date and sign a "hard" copy of reproducible documents that depict the information at the time Architect produces the CADD information. The District agrees to release Architect from all liability, damages, and/or claims that arise due to any changes made to this information by anyone other than Architect or its Consultant(s) subsequent to it being given to the District.
- 8.5. Following the termination of this Agreement, for any reason whatsoever, Architect shall promptly deliver to the District upon written request and at no cost to the District the following items (hereinafter "Instruments of Service"), which the District shall have the right to utilize in any way permitted by statute:
  - 8.5.1. One (1) set of the Contract Documents, including the bidding requirements, specifications, and all existing cost estimates for the Project, in hard copy, reproducible format.
  - 8.5.2. One (1) set of fixed image CADD files in DXF format of the drawings that are part of the Contract Documents.
  - 8.5.3. One (1) set of non-fixed image CADD drawing files in DXF or DWG or both formats of the site plan, floor plans (architectural, plumbing, structural, mechanical and electrical), roof plan, sections and exterior elevations of the Project.
  - 8.5.4. All finished or unfinished documents, studies, reports, calculations, drawings, maps, models, photographs, technology data and reports prepared by the Architect under this Agreement.
  - 8.5.5. The obligation of Section 8.5 of this Agreement shall survive the termination of this Agreement for any reason whatsoever.
- 8.6. In the event the District changes or uses any fully or partially completed documents without Architect's knowledge or participation or both, the District agrees to release Architect of responsibility for such changes, and shall hold Architect harmless from and against any and all claims on account of any damages or losses to property or persons, or economic losses, arising out of that change or use, unless Architect is found to be liable in a forum of competent jurisdiction. In the event that the District

uses any fully or partially completed documents without the Architect's full involvement, the District shall remove all title blocks and other information that might identify Architect and its Consultants.

## **Article 9. Termination of Contract**

- 9.1. District's Request for Assurances: If District at any time reasonably believes that Architect is or may be in default under this Agreement, District may in its sole discretion notify Architect of this fact and request written assurances from Architect of performance of Services and a written plan from Architect to remedy any potential default under the terms this Agreement that the District may advise Architect of in writing. Architect shall, within ten (10) days of District's request, deliver a written cure plan that meets the requirements of the District's request for assurances. Architect's failure to provide such written assurances of performance and the required written plan, within ten (10) days of request, will constitute a material breach of this Agreement sufficient to justify termination for cause.
- 9.2. District's Termination of Architect for Cause: If Architect fails to perform Architect's duties to the satisfaction of the District, or if Architect fails to fulfill in a timely and professional manner Architect's material obligations under this Agreement, or if Architect shall violate any of the material terms or provisions of this Agreement, the District shall have the right to terminate this Agreement, in whole or in part, effective immediately upon the District giving written notice thereof to the Architect. In the event of a termination pursuant to this subdivision, Architect may invoice the District for all Services performed until the notice of termination, but the District shall have the right to withhold payment and deduct any amounts equal to the District's costs because of Architect's actions, errors, or omissions. District may, at its discretion, provide the Architect time to cure its default or breach.
- 9.3. District's Termination of Architect for Convenience: District shall have the right in its sole discretion to terminate the Agreement for its own convenience. In the event of a termination for convenience, Architect may invoice District and District shall pay all undisputed invoice(s) for Services performed until the District's notice of termination for convenience.
- 9.4. Architect's Termination of Agreement for Cause: Architect has the right to terminate this Agreement if the District does not fulfill its material obligations under this Agreement and fails to cure such material default within sixty (60) days of receipt of written notice of said defaults, or if the default cannot be cured within sixty (60) days, commence to cure such default, diligently pursue such cure, and complete the cure within a reasonable time following written notice and demand from Architect. Such

termination shall be effective thirty (30) days after receipt of written notice from Architect to the District. Architect may invoice the District and the District shall pay all undisputed invoice(s) for Services performed until Architect's notice of termination.

- 9.5. Effect on Pre-Termination Services: Except as indicated in this Article, termination shall have no effect upon any of the rights and obligations of the Parties arising out of any transaction occurring prior to the effective date of such termination.
- 9.6. Ceasing Services upon Termination: If, at any time in the progress of the Design of the Project, the Governing Board of the District determines that the Project should be terminated, Architect, upon written notice from the District of such termination, shall immediately cease Services on the Project. The District shall pay Architect only the fee associated with the Services provided since the last invoice that has been paid and up to the notice of termination.
- 9.7. Project Suspension: If the District suspends the Project for more than one hundred twenty (120) consecutive days, Architect shall be compensated for Services performed prior to notice of that suspension. When the Project is resumed, the schedule shall be adjusted and Architect's compensation shall be equitably adjusted to provide for expenses incurred in the resumption of the Architect's Services. Architect shall make every effort to maintain the same Project personnel after suspension. If the District suspends the Project for more than two (2) years, Architect may terminate this Agreement by giving written notice.

## **Article 10. Indemnity/Architect Liability**

- 10.1. To the fullest extent permitted by California law and in accordance with California Civil Code section 2782.8, Architect shall indemnify and hold free and harmless the District, its Governing Board, agents, representatives, officers, consultants, employees, trustees and members ("Indemnified Parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity ("Claim(s)"), to the extent that the Claim(s) arises out of, pertains to, or relates to, the negligence, recklessness, or willful misconduct of Architect, its directors, officers, employees, subcontractors, consultants, or agents arising out of, connected with, or resulting from the performance of the Services, the Project, or this Agreement. Architect also has the duty to defend the Indemnified Parties from all Claims at Architect's own expense, including attorneys' fees and costs; however, in no event shall the cost to defend charged to the Architect exceed the Architect's proportionate percentage of fault. Notwithstanding the previous sentence, in the event

one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, the design professional shall meet and confer with other parties regarding unpaid defense costs. If a Claim arises out of, or relates in any way to the Services provided under this Agreement, upon the District's or the Architect's request, the District and the Architect agree to undertake good faith measures to allow the Architect to assist the District in resolving the dispute or litigation. The Architect's assistance, described as "Mandatory Assistance" in Exhibit A, Section B.8, shall be provided at Architect's own expense and excluded from any reimbursement calculation. At the commencement of the Mandatory Assistance Phase, District and Architect shall also negotiate in good faith as to the scope and extent of further assistance, including consideration of a joint defense agreement if appropriate. During the Mandatory Assistance Phase, each Party shall be responsible for their own attorneys' fees and costs incurred; however, each Party reserves its rights pursuant to Civil Code section 2782.8.

- 10.2. Architect shall pay and satisfy any judgment, award, or decree that may be rendered against the Indemnified Parties in any Claim as defined in Article 10.1. These amounts may be paid by Architect to District or the District may in reasonable good faith withhold those costs from amounts owing to Architect, pending resolution of the dispute.
- 10.3. Architect's duty to indemnify under this Agreement shall apply during the term of this Agreement and shall survive any expiration or termination of this Agreement until any such Claim(s) are barred by the applicable statute of limitations and is in addition to any other rights or remedies that the District may have under the law or under this Agreement.

#### **Article 11. Fingerprinting and Other On-Site Requirements**

- 11.1. The District has determined that Architect, its Consultants and their employees shall not interact with pupils, except 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 45125.2 shall not apply.
- 11.2. For all workers on District property, the Architect shall comply with all applicable federal, state and local laws regarding COVID-19. Further, except to the extent the Order provides otherwise, the Architect and Architect's personnel shall continue to comply with all other applicable terms in the CDPH's State Public Health Officer Orders.

#### **Article 12. Responsibilities of the District**

- 12.1. The District shall examine the documents submitted by the Architect and shall render decisions so as to avoid unreasonable delay in the process of the Architect's Services.
- 12.2. The District shall verbally or in writing advise Architect if the District becomes aware of any fault or defect in the Project, including any errors, omissions or inconsistencies in the Architect's documents. Failure to provide such notice shall not relieve Architect of its responsibility therefore, if any.
- 12.3. The District shall furnish the services of a hazardous material consultant or other consultants when such services are requested in writing by Architect and deemed necessary by the District or are requested by the District. These services shall include: asbestos and lead paint survey; abatement documentation; and specifications related to said matters, which are to be incorporated into bid documents prepared by Architect. If the hazardous materials consultant is furnished by the District and is not a Consultant of the Architect, the specifications shall include a note to the effect that the hazardous materials consultant's specifications are included in the Architect's bid documents for the District's convenience and have not been prepared or reviewed by the Architect. The note shall also direct questions about the hazardous materials consultant's specifications related to asbestos and lead paint survey and/or abatement documentation to the preparer of the hazardous materials consultant's specifications.
- 12.4. The District shall timely provide to the Architect all relevant information in its possession regarding the project that is necessary for performance of Architect's services.

**Article 13. Liability of District**

- 13.1. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, 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, arising out of or in connection with this Agreement or the Services performed in connection with this Agreement.
- 13.2. District shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Architect, or by its employees, even though such equipment be furnished or loaned to Architect by District.

**Article 14. Nondiscrimination**

Architect agrees to comply with the provisions of the California Fair Employment and Housing Act as set forth in part 2.8 of division 3 of the California Government Code, commencing at section 12900; the Federal Civil Rights Act of 1964, as set forth in Public Law 88-352, and all amendments thereto; Executive Order 11246; and all administrative rules and regulations found to be applicable to Architect and all of its subcontractors. In addition, Consultant agrees to require like compliance by all of its subcontractor(s).

**Article 15. Insurance**

- 15.1. Architect shall comply with the insurance requirements for this Agreement, set forth in **Exhibit "E."**
- 15.2. Architect shall provide certificates of insurance and endorsements to District prior to commencement of the work of this Agreement as required in **Exhibit "E."**

**Article 16. Covenant against Contingent Fees**

Architect warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Architect, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Architect, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of this Agreement. For breach or violation of this warranty, the District shall have the right to annul this Agreement without liability, or in its discretion, to deduct from the contract price or consideration or to recover the full amount of such fee, commission, percentage fee, gift, or contingency.

**Article 17. Entire Agreement/Modification**

This Agreement, including the Exhibits attached hereto, supersedes all previous contracts and constitutes the entire understanding of the Parties hereto. Architect shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both Parties. Architect specifically acknowledges that in entering this Agreement, Architect relies solely upon the provisions contained in this Agreement and no others.

**Article 18. Non-Assignment of Agreement**

In as much as this Agreement is intended to secure the specialized Services of the Architect, Architect may not assign, transfer, delegate or sublet any interest therein without the prior written consent of District and any such assignment, transfer, delegation or sublease without the District's prior written consent shall be considered null and void. Likewise, District may not assign, transfer, delegate or sublet any interest therein without the prior written consent of Architect and any such assignment, transfer, delegation or sublease without Architect's prior written consent shall be considered null and void. If an assignment is approved, this Agreement shall be binding on the successors and assign of the parties.

**Article 19. Law, Venue**

- 19.1. This Agreement has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California.
- 19.2. To the fullest extent permitted by California law, the county in which the District administration office is located shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

**Article 20. Alternative Dispute Resolution**

- 20.1. All claims, disputes or controversies arising out of, or in relation to the interpretation, application or enforcement of this Agreement may be decided through mediation as the first method of resolution. Notice of the demand for mediation of a dispute shall be filed in writing with the other party to the Agreement. The demand for mediation shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice.



- 20.2. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Architect shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Architect's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the Architect submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.
- 20.3. Pending resolution of the dispute, Architect agrees it will neither rescind the Agreement nor stop the performance of the Services.

**Article 21. Tolling of Claims**

Architect agrees to toll all statutes of limitations for District's assertion of claims against Architect that arise out of, pertain to, or relate to Contractors' or subcontractors' claims against District involving Architect's work, until the Contractors' or subcontractors' claims are finally resolved.

**Article 22. Attorneys' Fees**

In the event either party shall bring any action or legal proceeding for damages for any alleged breach of any provision of or performance under this Agreement, to terminate this Agreement, or to enforce, protect or establish any term or covenant of this Agreement or right or remedy of either party, the prevailing party shall be entitled to recover, as a part of the action or proceeding, reasonable attorneys' fees and court costs, including consultants' fees, attorneys' fees and costs for appeal, as may be fixed by the court. The term "prevailing party" shall mean the party who received substantially the relief requested, whether by settlement, dismissal, summary judgment, judgment, or otherwise.

**Article 23. Severability**

If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

## **Article 24. Employment Status**

- 24.1. Architect shall, during the entire term of Agreement, be an independent contractor and nothing in this Agreement is intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the District to exercise discretion or control over the professional manner in which Architect performs the Services that are the subject matter of this Agreement; provided always, however, that the Services to be provided by Architect shall be provided in a manner consistent with all applicable standards and regulations governing such Services.
- 24.2. Architect understands and agrees that Architect's personnel are not and will not be eligible for membership in or any benefits from any District group plan for hospital, surgical or medical insurance or for membership in any District retirement program or for paid vacation, paid sick leave or other leave, with or without pay or for other benefits which accrue to a District employee.
- 24.3. Should the District, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Department, or both, determine that Architect, or any employee or Consultant of Architect, is an employee of the District for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Architect which can be applied against this liability). The District shall then forward those amounts to the relevant taxing authority.
- 24.4. Should a relevant taxing authority determine a liability for past services performed by Architect for the District, upon notification of such fact by the District, Architect shall promptly remit such amount due or arrange with the District to have the amount due withheld from future payments to Architect under this Agreement (again, offsetting any amounts already paid by Architect which can be applied as a credit against such liability).
- 24.5. A determination of employment status pursuant to the preceding two (2) paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Architect shall not be considered an employee of the District. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine that Architect is an employee for any other purpose, then Architect agrees to a reduction in District's liability resulting from this Agreement pursuant to principles similar to those stated in the foregoing paragraphs so that the total expenses of District under this Agreement shall not be greater than

they would have been had the court, arbitrator, or administrative authority determined that Architect or its employees of Consultants was not an employee.

- 24.6. Nothing in this Agreement shall operate to confer rights or benefits on persons or entities not a party to this Agreement.

**Article 25. Certificate of Architect**

- 25.1. Architect certifies that the Architect is properly certified or licensed under the laws and regulations of the State of California to provide the professional services that it has herein agreed to perform.
- 25.2. Architect certifies that it is aware of the provisions of the California Labor Code that 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 it certifies that it will comply with those provisions before commencing the performance of the Services of this Agreement.
- 25.3. Architect certifies that it is aware of the provisions of California Labor Code and California Code of Regulations that require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). Architect agrees to fully comply with and to require its Consultant(s) to fully comply with all requirements of the Prevailing Wage Laws, if applicable to Architect and its Consultants' professional services to be provided under this Agreement.

**Article 26. Cost Disclosure - Documents and Written Reports**

Architect shall be responsible for compliance with California Government Code section 7550, if the total cost of the Contract is over five thousand dollars (\$5,000).

**Article 27. Notice & Communications**

Notices and communications between the Parties to this Agreement may be sent to the following addresses:

**District:**

Sacramento City Unified School District  
5735 47<sup>th</sup> Avenue  
Sacramento, CA 95824  
ATTN: Tina Alvarez Bevens, Contracts  
EMAIL: [tina-alvarez-bevens@scusd.edu](mailto:tina-alvarez-bevens@scusd.edu)

**Architect:**

Lionakis  
1919 19<sup>th</sup> Street  
Sacramento, CA 95811  
ATTN: Laura Knauss  
EMAIL: [laura.knauss@lionakis.com](mailto:laura.knauss@lionakis.com)

*With a Copy to:*  
Dannis Woliver Kelley  
200 California Street #400  
San Francisco, CA 94111  
ATTN: Deidree Sakai, Esq.

Any notice personally given shall be effective upon receipt. Any notice sent by electronic mail shall be effective the day after transmission. Any notice sent by overnight delivery service shall be effective the day after delivery. Any notice given by mail shall be effective five (5) days after deposit in the United States mail.

**Article 28. [RESERVED]**

**Article 29. District’s Right to Audit**

- 29.1. District retains the right to review and audit, and the reasonable right of access to Architect’s and any Consultant’s premises to review and audit the Architect’s compliance with the provisions of this Agreement (“District’s Right”). The District’s Right includes the right to inspect, photocopy, and to retain copies, outside of Architect’s premises, of any and all Project-related records and other information with appropriate safeguards, if such retention is deemed necessary by the District in its sole discretion. The District shall keep this information confidential, as allowed by applicable law.
- 29.2. The District’s Right includes the right to examine any and all books, records, documents and any other evidence of procedures and practices that the District determines is necessary to discover and verify whether Architect is in compliance with all requirements of this Agreement.
- 29.3. If there is a claim for additional compensation or for Extra Services, the District’s Right includes the right to examine books, records, documents, and any and all other evidence and accounting procedures and practices that the District determines is necessary to discover and verify all direct and indirect costs, of whatever nature, which are claimed to have been incurred, or anticipated to be incurred.

- 29.4. Architect shall maintain complete and accurate records in accordance with generally accepted accounting practices in the industry. Architect shall make available to the District for review and audit all Project-related accounting records and documents and any other financial data. Upon District's request, Architect shall submit exact duplicates of originals of all requested records to the District.
- 29.5. Architect shall include audit provisions in any and all of its subcontracts, and shall ensure that these sections are binding upon all Consultants.
- 29.6. Architect shall comply with these provisions within fifteen (15) days of the District's written request to review and audit any or all of Architect's Project-related records and information.

**Article 30. Other Provisions**

- 30.1. Each party warrants that it has had the opportunity to consult counsel and understands the terms of this Agreement and the consequences of executing it. In addition, each party acknowledges that the drafting of this Agreement was the product of negotiation, that no party is the author of this Agreement, and that this Agreement shall not be construed against any party as the drafter of the Agreement.
- 30.2. The individual executing this Agreement on behalf of Architect warrants and represents that she/he is authorized to execute this Agreement and bind the CM to all terms hereof.
- 30.3. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. A facsimile or electronic signature shall be deemed to be the equivalent of the actual original signature. All counterparts so executed shall constitute one Agreement binding all the Parties hereto.
- 30.4. Architect shall issue a credit to the District as an offset to the Architect's Fee, an amount equal to fifty percent (50%) of the actual tax benefit derived by the Architect or its shareholders, after deducting associated tax consulting fees based on the Project per Internal Revenue Code section 179D (the Energy Efficient Commercial Buildings deduction).

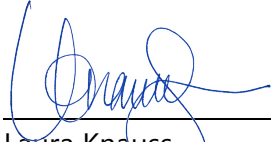
**Article 31.** Exhibits "A" through "E" attached hereto are hereby incorporated by this reference and made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) indicated below.

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT**

**LIONAKIS**

By: \_\_\_\_\_  
Rose Ramos  
Chief Business Officer

By:  \_\_\_\_\_  
Laura Knauss  
Principal-in-Charge

Date: \_\_\_\_\_

Date: April 26, 2023

**EXHIBIT "A"**

**RESPONSIBILITIES AND SERVICES OF ARCHITECT**

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## **EXHIBIT "A"**

### **RESPONSIBILITIES AND SERVICES OF ARCHITECT**

Architect shall provide all professional services necessary for completing the following:

#### **SCOPE OF PROJECT**

Project Name: C.K. McClatchy High School New Softball Field and Baseball Field Improvements

Construction Cost Budget: \$5,000,000 (budget)

- Complete replacement of the varsity baseball and softball fields; including the following:
  - Grading and complete irrigation system and sod/infield dirt; note no subsurface drainage
  - New fencing for entire fields; use of mow curb all fence locations (explore if existing 4'h softball fencing that was recently installed can be salvaged – re-used)
  - New dugouts; note CMU (use of color block or paint) develop space for storage (TBD) at end of one dugout each field
  - New scoreboard for each field (power / wireless)
  - Two (2) Bullpens needed for home; one (1) for visitors - both fields
  - Baseball batting cages is to remain, add lighting
  - Softball hitting cage is needed with lighting
  - 5 row bleacher units each field and scorer's table
  - ADA path of travel will be required from campus, new restrooms
- New restroom facility with storage space, centrally located amongst track, fields, tennis, etc. with ADA drinking fountain / bottle filler
- Ideally baseball field shifts to the south and east to have more separation between track and field for bleachers
- WIFI upgrade is needed, run fiber out to track area when fields torn up
- Explore if existing storage containers on south end of track can be organized with concrete pad, paint – use of decomposed granite as surface material in "unusable area" between baseball / softball fencing (budget dependent)



- Additional notes:
  - Tennis courts – possible resurface (cracks – seal), new fencing
  - Existing CMU storage building to remain; current storage for lawn equipment, etc. – possible paint, new roof

## **B. BASIC SERVICES**

Architect agrees to provide the Services described below:

1. Architect shall be responsible for the professional quality and technical accuracy of all studies, reports, projections, master plans, designs, drawings, specifications and other services furnished by Architect under the Agreement as well as coordination with all master plans, studies, reports and other information provided by District. Architect shall, without additional compensation, correct or revise any errors or omissions in its studies, reports, projections, master plans, design, drawings, specifications and other Services.
2. Architect will use all due care and diligence to confirm that its plans and specifications and all other information provided by or on behalf of the District to potential bidders discloses and publishes any potentially relevant information that could, in any way, have an impact on a Contractor's cost of performance. Architect shall advise the District of the most effective methods of identifying and securing such information as part of each stage of design. Architect shall track for District's benefit all such suggested and disclosed information.
3. The District shall provide all information available to it to the extent the information relates to Architect's scope of work. This information shall include, if available,
  - a. As-builts;
  - b. Physical characteristics;
  - c. Legal limitations and utility locations for the Project site(s);
  - d. Written legal description(s) of the Project site(s);
  - e. Grades and lines of streets, alleys, pavements, and adjoining property and structures;
  - f. Adjacent drainage;
  - g. Rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, and boundaries and contours of the Project site(s);

- h. Locations, dimensions and necessary data with respect to existing buildings, other improvements and trees;
- i. Information concerning available utility services and lines, mechanical and other services, both public and private, above and below grade, including inverts and depths;
- j. Surveys, reports, as-built drawings, record drawings; and
- k. Subsoil data, chemical data, and other data logs of borings.

Architect shall Visually Verify this information and all existing Project utilities, including capacity, and document the location of existing utility lines, telephone, water, sewage, storm drains and other lines on or around the Project to the extent determinable by the documents provided by the District.

If Architect determines that the information or documentation the District provides is insufficient for purposes of design, or if Architect requires: a topographical survey; a geotechnical report; structural, mechanical, and/or chemical tests; tests for air and/or water pollution; test borings; test pits; determinations of soil bearing values; percolation tests; ground corrosion tests; resistivity tests; tests for hazardous materials; tests for anticipating subsoil conditions; and/or other information that the District has not provided, then, at the soonest possible time after Architect has become aware that this additional information is needed, the Architect shall request that the District acquire that information. If the Parties mutually agree in writing, this additional information and service shall be procured through the Architect, who may invoice the District for those services as Extra Services.

- 4. **Mandatory Assistance.** If a third party dispute or litigation, or both, arises out of, or relates in any way to the Services provided under this Agreement, upon the District's request, the Architect, its agents, officers, and employees agree to assist in resolving the dispute or litigation. Architect's assistance includes, but is not limited to, providing professional consultations, attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation ("Mandatory Assistance").

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## C. SCHEMATIC DESIGN PHASE

Architect shall prepare for the District's review a Schematic Design Study, containing the following items as applicable to the Project scope, as follows:

1. Prepare and review with District staff a scope of work list and work plan identifying specific tasks including, but not limited to: interviews, data collection, analysis, report preparation, planning, architectural programming, concepts and schematic design preparation and estimating that are part of the work of the Project. Also identified will be milestone activities or dates, specific task responsibilities of the Architect, required completion times necessary for the review and approval by the District and by pertinent regulatory agencies and additional definition of deliverables.
2. Review the developed work plan with the District and its representatives to familiarize them with the proposed tasks and schedule and develop necessary modifications.
3. **Architectural**
  - a. Scaled floor plans showing overall dimensions, identifying the various major areas and their relationship. Include circulation and room-by-room tabulation of all net usable floor areas and a summary of gross floor area. Also, provide typical layouts of major equipment or operational layout.
  - b. Preliminary building exterior elevations and sections in sufficient detail to demonstrate design concept indicating location and size of fenestration.
  - c. Preliminary Building Code Analysis and Plumbing Fixture County identifying ADA requirements that will influence the design.
  - d. Identify minimum finish requirements, including ceiling, floors, walls, doors, windows, and types of hardware.
  - e. Identify code requirements, include occupancy classification(s) and type of construction.
4. **Mechanical**
  - a. Show selected system on drawings as follows:
    - (i) Single line drawing(s) of all mechanical equipment spaces, ductwork and pipe chases.
    - (ii) Location and preliminary sizing of all major equipment and duct work in allocated spaces.

- (iii) Schematic piping.
- (iv) Temperature control zoning.
- b. Provide design criteria to include the intent base of design for the Project.
- c. Evaluate and confirm the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.

## 5. **Electrical**

- a. Calculate overall approximate electrical loads.
- b. Identify proposed electrical system for service, power, lighting, low voltage and communication loads, including proposed or planned additional buildings or other facilities on the Project site.
- c. Show system(s) selected on drawings as follows:
  - (i) Single line drawing(s) showing major distribution system.
  - (ii) Location and preliminary sizing of all major electrical systems and components including:
    - (A) Load centers.
    - (B) Main panels.
    - (C) Switch gear.
- d. Provide design criteria to include the intent base of design for the Project.
- e. Evaluate and confirm the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.

## 6. **Civil**

- a. Develop on site utility systems such as sewer, water, storm drain, firewater lines and fire hydrants.
- b. Identify surface improvements including walkways, preliminary finish grades and drainage.

- c. Coordinate finish floor elevations with architectural site plan.

## 7. **Specifications**

Prepare outline specifications of proposed architectural, structural, mechanical and electrical materials, systems and equipment and their criteria and quality standards. Architect is to use District's standardized equipment/material list for new construction and modernization in development of the Project design and specifications. Architect shall review and comment on District's construction bid contracts and contract documents (the "Division 0" and "Division 1" documents) as part of its Services under the Agreement.

## 8. **Construction Cost Budget**

Revise the Construction Cost Budget for the Project. Along with the conditions identified in the preceding Phase, the following conditions apply to the revised Construction Cost Budget:

- a. Schematic Estimates: This estimate consists of unit cost applied to the major items and quantities of work. The unit cost shall reflect the complete direct current cost of work. Complete cost includes labor, material, waste allowance, sales tax and subcontractor's mark-up.
  - (i) General conditions shall be applied separately. This estimate shall be prepared by specification section and summarized by the CSI categories.
- b. The estimate shall separate the Project's building cost from site and utilities cost. Architect shall submit to the District the cost estimating format for prior review and approval.
- c. Escalation: all estimates shall be priced out at current market conditions. The estimates shall incorporate all adjustments as appropriate, relating to mid-point construction, contingency, and cost index (i.e. Lee Saylor Index).
- d. The Construction Cost Budget for the Project must at no point exceed the District's Construction Budget. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect; however, the priorities will be established at the completion of the Schematic Design phase by the District should the requested scope as determined in this phase exceed the original budget.
- e. Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, Architect shall coordinate with the District and Construction Manager to further develop, review, and reconcile the Construction Cost Budget.

- f. At the end of this Phase, the Construction Cost Budget may include design contingencies of no more than ten percent (10%) in the cost estimates.

## 9. Deliverables and Numbers of Copies

Within thirty (30) days of the end of this Phase, Architect shall provide to the District a hard copy of the following items produced in this phase, together with one (1) copy of each item in electronic format:

- a. Breakdown of Construction Cost Budget as prepared for this Phase;
- b. Meeting reports/minutes;
- c. Schematic Design Package with alternatives;
- d. Statement indicating changes made to the Architectural Program and Schedule; and
- e. Copy of the DSA file, including all correspondence and meeting notes to date, or notification in writing that Architect has not met or corresponded with DSA.

## 10. Presentation

- a. Architect shall present and review with the District the detailed Schematic Design.
- b. The Schematic Design shall be revised within the accepted program parameters until a final concept within the accepted Construction Cost Budget has been accepted and approved by the District at no additional cost to the District.

## 11. Meetings

During this Phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops as indicated below in Section J.

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## **D. DESIGN DEVELOPMENT PHASE**

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, Architect shall prepare from the accepted deliverables from the Schematic Design Phase, the Design Development Phase documents consisting of the following for each proposed system within Architect's scope of services:

### **1. Architectural**

- a. Scaled, dimensioned floor plans with final room locations including all openings.
- b. 1/8" scale building sections showing dimensional relationships, materials and component relationships.
- c. Exterior elevations of existing buildings to be renovated and all architectural elements of the Project.
- d. Identification of all fixed equipment to be installed in Project.
- e. Interior finishes identified and located within the rooms of all buildings.
- f. Site plan completely drawn with beginning notes and dimensions including grading and paving.
- g. Preliminary development of details and large scale blow-ups.
- h. Legend showing all symbols used on drawings.
- i. Floor plans identifying all fixed and major movable equipment and furniture.
- j. Further refinement of Outline Specifications for architectural, structural, mechanical, electrical, civil and landscape manuals, systems and equipment.
- k. Typical reflected ceiling development including ceiling grid and heights for each ceiling to be used, showing:
  - (i) Light fixtures.
  - (ii) Ceiling registers or diffusers.
  - (iii) Access Panels.

## 2. **Structural**

- a. Structural drawings with all major members located and sized.
- b. Establish final building and floor elevations.
- c. Preliminary specifications.
- d. Preliminary calculations for the structural systems including lateral force resistive systems, foundations, and all structural system components.
- e. Identify foundation requirement (including fill requirement, piles) with associated soil pressure, water table and seismic center.

## 3. **Mechanical**

- a. Heating and cooling load calculations as required and major duct or pipe runs sized to interface with structural.
- b. Major mechanical equipment should be scheduled indicating size and capacity.
- c. Ductwork and piping should be substantially located and sized.
- d. Plumbing plans for the Project shall indicate numbers and locations of fixtures and be in conformance with the code-mandated fixture count requirements of the Project.
- e. Devices in ceiling should be located.
- f. Legend showing all symbols used on drawings.
- g. More developed Outline Specifications indicating quality level and manufacture.
- h. Control Systems identified.
- i. Further evaluation and confirmation of the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.

## 4. **Electrical**

- a. All lighting fixtures should be located and scheduled showing all types and quantities of fixtures to be used, including proposed lighting levels for each usable space.



- b. All major electrical equipment should be scheduled indicating size and capacity.
- c. Complete electrical distribution including a one-line diagram indicating final location of switchboards, communications, controls (high and low voltage), motor control centers, panels, transformers and emergency generators, if required. Low-voltage system includes fire alarm system, security system, clock and public address system, bell system, voice-data system, and telecom/technology system.
- d. Legend showing all symbols used on drawings.
- e. More developed and detailed Outline Specifications indicating quality level and manufacture.
- f. Further evaluation and confirmation of the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.

5. **Civil**

- a. Further refinement of Schematic Design Phase development of on and off site utility systems for sewer, electrical, water, storm drain and fire water. Includes, without limitation, pipe sizes, materials, invert elevation location and installation details.
- b. Further refinement of Schematic Design Phase walkways, and storm drainage improvements.

6. **Bid Documents**

Architect shall review and comment on District's construction bid contracts and contract documents (the "Division 0" documents and "Division 1" documents) as part of its Services under the Agreement.

7. **Construction Cost Budget**

- a. Revise the Construction Cost Budget for the Project. Along with the conditions identified in the Agreement and the preceding Phases, the following conditions apply to the revised Construction Cost Budget:
  - (i) Design Development Estimate: This further revised estimate shall be prepared by specification section, summarized by CSI category and divided by trade and work item. The estimate shall include individual item unit costs of materials, labor and equipment. Sales tax, Contractor's mark-ups, and general conditions shall be listed separately.

- (ii) The Construction Cost Budget for the Project must at no point exceed the District's Construction Budget. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.
  - (iii) At this stage of the design, the Construction Cost Budget may include design contingencies of no more than ten percent (10%) in the cost estimates.
- b. Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, the Architect shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget.

## **8. Deliverables and Numbers of Copies**

Architect shall provide to the District a hard copy of the following items produced in this phase, together with one (1) copy of each item in electronic format:

- a. Design Development drawing set from all professional disciplines necessary to deliver the Project;
- b. Specifications;
- c. Revised Construction Cost Budget; and
- d. Copy of the DSA file, including all correspondence and meeting notes to date, or notification in writing that Architect has not met or corresponded with DSA.

The Design Development deliverables shall be revised within the accepted program parameters until a final concept within the accepted Construction Cost Budget has been accepted and approved by the District at no additional cost to the District.

## **9. Meetings**

During this Phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops as indicated below in Section J.

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## **E. CONSTRUCTION DOCUMENTS PHASE**

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, Architect shall prepare from the accepted deliverables from the Design Development Phase the Construction Documents consisting of the following for each proposed system within Architect's scope of work. All Projects subject to DSA's jurisdiction shall be submitted for review, back check, and approval, under the electronic plan review process ("EPR process"), rather than paper submission.

### **1. Construction Documents ("CD") 100% Stage:**

#### **a. General**

Endeavor to determine lead times and availability of all Project equipment, materials, and supplies and ensure that all of these will be available to the Contractor in a timely fashion so as not to delay the Project.

#### **b. Architectural**

- (i) Completed site plan.
- (ii) Completed floor plans, elevations, and sections.
- (iii) Architectural details and large blow-ups completed.
- (iv) Finish, door, and hardware schedules completed, including all details.
- (v) Fixed equipment details and identification completed.
- (vi) Reflected ceiling plans completed.

#### **c. Structural**

- (i) Structural floor plans and sections with detailing completed.
- (ii) Structural calculations completed.

#### **d. Mechanical**

- (i) Large scale mechanical details complete.
- (ii) Mechanical schedules for equipment completed.
- (iii) Completed electrical schematic for environmental cooling and exhaust equipment.

(iv) Complete energy conservation calculations and report.

e. **Electrical**

(i) Lighting and power plan showing all switching and controls. Fixture schedule and lighting details completed.

(ii) Distribution information on all power consuming equipment, including lighting, power, signal and communication device(s) branch wiring completed.

(iii) All electrical equipment schedules completed.

(iv) Special system components plans completed.

(v) Electrical load calculations completed.

f. **Civil**

All site plans, site utilities, and drainage systems completed.

g. **Construction Cost Budget**

(i) Revise the Construction Cost Budget for the Project. Along with the conditions identified in the preceding phases, Architect shall update and refine the Design Development Phase revisions to the Construction Cost Budget.

(ii) The Construction Cost Budget for the Project must at no point exceed the District's Construction Budget. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.

(iii) Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, Architect shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget.

(iv) At this stage of the design, the Construction Cost Budget shall not include any design contingencies in excess of the cost estimates.

h. **Specifications**

- (i) Complete development and preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.
- (ii) No part of the specifications shall call for a designated material, product, thing, or service by specific brand or trade name unless:
  - (A) The specification is followed by the words "or equal" so that bidders may furnish any equal material, product, thing, or service, as required by Public Contract Code section 3400, or
  - (B) The designation is allowable by specific allowable exemptions or exceptions pursuant to Public Contract Code section 3400.
- (iii) Specifications shall not contain restrictions that will limit competitive bids other than those required for maintenance convenience by the District and only with District's prior approval.
- (iv) At one hundred percent (100%) review, District shall review the Specifications and shall direct Architect to make corrections at no cost to the District.
- (v) Coordination of the Specifications with specifications developed by other disciplines.
- (vi) Specifications shall be in CSI format.

i. **Constructability Review**

The District and/or its designee, at its sole discretion, shall have the right to conduct a constructability review of the Construction Documents. A report shall be given to the Architect who shall make necessary changes along with providing written comments for each item listed in the report. Conducting a constructability review does not excuse the Architect's obligation to provide Services that shall comply with professional architectural standards, including the standard of care applicable to architects designing public school facilities and applicable requirements of federal, state, and local law.

j. **Deliverables and Numbers of Copies**

Within thirty (30) days of the end of this Phase, Architect shall provide to the District a hard copy of the following items produced in this Phase, together with one (1) copy of each item in electronic format:

- (i) Working drawings;
- (ii) Specifications;
- (iii) Engineering calculations;
- (iv) Construction Cost Budgets;
- (v) Statement of requirements for testing and inspection of service for compliance with Construction Documents and applicable codes;
- (vi) Copy of DSA file including all correspondence, meeting, minutes or reports, back-check comments, checklists to date; and
- (vii) Statement indicating any authorized changes made to the design from the last Phase and the cost impact of each change on the previously approved Construction Cost Budget. If no design changes occur but shifts of costs occur between disciplines, identify for District review.

**2. Construction Documents Final Back-Check Stage:**

- a. The Construction Documents final back-check stage shall be for the purpose of the Architect incorporating all regulatory agencies' comments into the drawings, specifications, and estimate. All changes made by the Architect during this stage shall be at no additional cost to the District.
- b. The final contract documents delivered to the District upon completion of the Architect's work shall be the Bid Set and shall consist of the following:
  - (i) Drawings: Original tracings of all drawings on Architect's tracing paper with each Architect/Consultant's State license stamp.
  - (ii) Specifications: Original word-processed technical specifications on reproducible masters in CSI format.
- c. Architect shall update and refine the Consultants' completed Contract Documents.
- d. Conclusion of Construction Document Phase requires final stamp-out by DSA.

**3. Meetings**

During this Phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops as indicated below in Section J.

**F. BIDDING PHASE**

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, Architect shall perform Bidding Phase services for District as follows:

1. Contact potential bidders and encourage their participation in the Project.
2. Coordinate the development of the bidding procedures and the construction Contract Documents with the District.
3. The development of the bidding procedures and the construction Contract Documents shall be the joint responsibility of the District and Architect. Nevertheless, Architect will use all due care and diligence to confirm that its plans and specifications and all other information provided by or on behalf of the District to potential bidders discloses and publishes any potentially relevant information that could, in any way, have an impact on a Contractor's cost of performance.
4. While the Project is being advertised for bids, all questions concerning intent shall be referred to the District for screening and subsequent processing through Architect.
5. In the event that items requiring interpretation of the drawings or specifications are discovered during the bidding period, those items shall be analyzed by the Architect for decision by the District as to the proper procedure required. Corrective action will be in the form of an addendum prepared by the Architect and issued by the District.
6. Attend bid opening.
7. Coordinate with Consultants.
8. Respond to District and potential bidder questions and clarifications.
9. Deliverables and Number of Copies

Within thirty (30) days of the end of this Phase, Architect shall provide to the District a hard copy of the following items produced in this Phase, together with one (1) copy of each item in electronic format:

- a. Meeting report/minutes from the kick-off meeting;
- b. Meeting report/minutes from the pre-bid site walk; and

#### **G. CONSTRUCTION CONTRACT ADMINISTRATION PHASE**

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, Architect shall perform Construction Contract Administration Phase services for the District as follows:

1. Architect's responsibility to provide basic services for the Construction Phase under the Agreement commences with the award of the contract for construction and terminates upon satisfactory performance and completion of all tasks in this phase and commencement of the Closeout Phase or upon the District's terminating the Agreement, whichever is earlier.
2. **Construction Oversight and Project Certification Process**
  - a. Architect shall ensure that the Project Inspector is approved by the DSA for the Project by submitting the applicable Inspector's Qualification Record (form DSA 5 or more current version) to and by obtaining approval from the DSA prior to commencement of construction and prior to requesting issuance of project inspections cards (form DSA 152 or more current version).
  - b. Architect shall request issuance of the proper number of project inspection cards (forms DSA 152 or more current version) by electronically submitting form DSA 102-IC (or more current version) to the DSA after the construction contract has been awarded. Architect shall provide project inspection cards to the Project Inspector prior to commencement of construction.
  - c. Prior to commencement of construction, Architect shall provide (1) a copy of the DSA approved construction documents and (2) the DSA approved Statement of Structural Tests and Special Inspections (form DSA 103 or more current version) prepared by Architect to the Project Inspector and Laboratory of Record.
  - d. Architect shall prepare and submit a Contract Information form (form DSA 102 or more current version) for all construction contracts.
  - e. Architect shall maintain such personal contact with the Project as is necessary to assure themselves of compliance, in every material respect, with the DSA-approved construction documents. Personal contact shall include visits to the Project site by the Architect or engineer or their qualified representative to observe construction.
  - f. Architect shall notify DSA as to the disposition of materials noted on laboratory testing, and/or special inspection, reports as not conforming to the DSA-approved construction documents.
  - g. Architect shall respond to DSA field trip notes as necessary.
  - h. Architect shall submit an interim Verified Report (form DSA 6-AE or more current version) to the DSA electronically and a copy to the Project Inspector for each of the applicable nine (9) sections of form DSA 152 prior to the Project Inspector signing off that section of the project inspection card.



- i. Architect shall submit a Statement of Final Actual Project Cost (form DSA 168 or more current version) to the DSA.
- j. Architect shall submit Verified Reports (form DSA 6-AE or more current form) to the DSA and to the Project Inspector if any of the following events occur: (1) when construction is sufficiently complete in accordance with the DSA-approved construction documents so that the District can occupy or utilize the Project; (2) work on the Project is suspended for a period of more than one month; (3) the services of the Architect are terminated for any reason prior to completion of the Project; or (4) DSA requests a Verified Report.

### **3. Change Orders**

- a. Architect shall review all of Contractor's change order requests to determine if those requests are valid and appropriate. Architect shall provide a recommendation to District as to whether the change should be approved, partially approved, returned to the Contractor for clarification, or rejected.
- b. Architect shall furnish all necessary Construction Change Documents and additional drawings for supplementing, clarifying, and/or correcting purposes and for change orders. The District shall request these Construction Change Documents and drawings from the Architect, which shall be provided at no additional cost unless designated as Extra Services by the District. The original drawings and contract wording for change orders shall be submitted to the District for duplication and distribution.

### **4. Submittals**

- a. Architect shall review and approve or take other appropriate action upon Contractor's submittals such as: shop drawings, Project data, samples and Construction Change Documents, but only for the purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.
- b. Architect shall review Contractor's schedule of submittals and advise the District on whether that schedule is complete. Architect shall provide the District with proposed revisions to this schedule and advise the District on whether the District should approve this schedule.
- c. Architect's action upon Contractor's submittals shall be taken as expeditiously as possible so as to cause no unreasonable delay in the construction of the Project or in the work of Contractor(s), while allowing sufficient time in the Architect's professional judgment to permit adequate review. In no case shall the review period associated with a single, particular submittal exceed twenty-one (21) calendar days from its receipt by the Architect. Architect's response to each submittal shall be a substantive and acceptable response. This twenty-one (21)-day time period shall not include time

when a submittal is within the District's control or if the submittal is being reviewed by DSA. In no way does this provision reduce Architect's liability if it fails to prepare acceptable documents.

5. **RFIs.** During the course of construction as part of the basic services, Architect must respond to all Requests for Information ("RFI") as expeditiously as possible so as not to impact and delay the construction progress. In no case shall the review period associated with an RFI exceed seven (7) calendar days from receipt by the Architect unless the complexity of the RFI warrants a longer time period for the review as reasonably agreed to by both parties. Architect's response to each RFI shall be a substantive and acceptable response. This seven-day time period shall not include time when a submittal is within the District's control or if the submittal is being reviewed by DSA. In no way does this provision reduce the Architect's liability if it fails to prepare acceptable documents. Architect must verify that RFIs are passed through the Project Inspector, if any.
6. **Notices of Deficient Work.** On the basis of on-site observations, Architect shall keep the District informed of the progress and the quality of the work, and shall endeavor to guard the District against defects and deficiencies in the work. Architect shall timely notify the District in writing of any defects or deficiencies in the work by any of the District's Contractors that Architect may observe. However, Architect shall not be a guarantor of the Contractor's performance. Further, the Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work. These are the responsibility of the General Contractor.
7. **Record Drawings.** Architect shall incorporate all information on all As-Builts, sketches, details, and clarifications, and prepare one (1) set of final Record Drawings for the District. The Record Drawings shall incorporate onto one (1) set of drawings, all changes from all sketches, details, and clarifications, including, without limitation, all requests for information, Construction Change Documents and change orders based upon the construction Contractor's representations of actual construction. Architect shall deliver the Record Drawings to the District at completion of the construction in a format acceptable to the District, and it shall be a condition precedent to the District's approval of Architect's final payment. Architect may insert the following notice on the Record Drawings:

These drawings [or corrected specifications] have been prepared based on information submitted, in part, by others. Architect has provided a review consistent with its legal standard of care.
8. **O&M Manuals and Warranties.** Architect shall review equipment, operation and maintenance manuals, and a complete set of warranty documents for all equipment and installed systems, to ensure that they meet the requirements of the plans and specifications.

9. **Start-up.** Architect shall also provide, at the District's request, architectural/engineering advice to the District on start-up, break-in, and debugging of facility systems and equipment, and on apparent deficiencies or defects in construction following the acceptance of the Contractor's work.
10. **Payment Statements.** Recommendations of Payment by Architect constitute Architect's representation to the District that work has progressed to the point indicated to the best of Architect's knowledge, information, and belief, and that the quality of the work is in general conformance with the Contract Documents.

11. **Deliverables and Number of Copies**

Within thirty (30) days of the end of this Phase, Architect shall provide to the District a hard copy of the following items produced in this Phase, together with one (1) copy of each item in electronic format:

- a. Meeting report/minutes from the kick-off meeting;
- b. Observation reports; and
- c. Weekly meeting reports.

12. **Meetings**

During this Phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops as indicated below in Section J.

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## H. CLOSE OUT PHASE

1. As the Construction Administration Phase progresses, Architect shall perform the following Close Out Phase services for the District as required in a timely manner:
  - a. Architect shall review the Project and observe the construction as required to determine when the Contractor has completed the construction of the Project and shall prepare punch lists of items that remain in need of correction or completion.
  - b. Architect shall collect from the Contractor, review, and forward to the District all written warranties, operation manuals, and spare parts with Architect's recommendation as to the adequacy of these items.
  - c. Architect shall prepare or collect, as applicable, and provide to DSA, all reports required by DSA related to the design and construction of the Project.
  - d. Architect shall respond to the DSA "90-day" letter.
  - e. Architect shall obtain all required DSA approval of all Construction Change Documents and addenda to the Contractor's contract.
  - f. Architect shall prepare a set of Record Drawings for the Project, as required by the District.
  - g. Architect shall review all warranty and O&M documentation prepared by the General Contractor.
  - h. Architect shall have primary responsibility to coordinate all Services required to close-out the design and construction of the Project with the District and among Consultants.
2. When the design and construction of the Project is complete, the District shall prepare and record with the County Recorder a Notice of Completion for the Project.
3. **Deliverables and Number of Copies**
  - a. Punch list; and
  - b. Upon completion of the Project, all related Project documents, including Record Drawings. These are the sole property of the District.
4. **Meetings**

During this phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops as indicated below in Section J.

## **I. MEETINGS / SITE VISITS / WORKSHOPS**

1. Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops as indicated below. Architect shall chair, conduct and take minutes of all coordination meetings with its Consultant(s) during the entire design phase. Architect shall invite the District and/or its representative to participate in these meetings. Architect shall keep a separate log to document design/coordination comments generated in these meetings.

### **2. General Meeting, Site Visit, and Workshop Requirements**

- a. Architect shall always be prepared to answer questions and issues from District staff, site staff, potential bidders, and/or Contractors, as applicable.
- b. Architect shall maintain a log of all meetings, site visits or site observations held in conjunction with the design and construction of the Project, with documentation of major discussion points, observations, decisions, questions or comments. These shall be furnished to the District and/or its representative for inclusion in the overall Project documentation.
- c. As required, Architect shall provide at no additional cost to the District copies of all documents or other information needed for each meeting, site visit, and workshop.
- d. Each meeting may last up to four hours and shall be held at the District office or at the Project site, unless otherwise indicated.

### **3. Initial Site Visits (One (1) meeting(s))**

- a. Architect shall visit the Project site to complete a visual inventory and documentation of the existing conditions.

### **4. Meetings During Schematic Design Phase (Two (2) meeting(s))**

- a. Within the first two weeks following the start of the Schematic Design Phase, Architect shall conduct one (1) design meeting with the District's facilities team and site personnel to complete a basic design framework with computer-aided design equipment ("CADD"). The District may, at its discretion, allow Architect to proceed with this meeting without using CADD. This meeting shall include the following:
  - (i) Architect shall designate its team member duties and responsibilities.
  - (ii) Architect and District shall review District goals and expectations.
  - (iii) District shall provide input and requirements.

- (iv) Architect and District shall review Project scope and budget, including the Construction Cost Budget and the Construction Budget.
  - (v) Prepare and/or revise the scope of work list and general work plan from the Pre-Design Phase, for documentation in a computer-generated Project schedule.
  - (vi) Establish methods to facilitate the communication and coordination efforts for the Project.
- b. Architect shall participate in One (1) additional meeting to review the schematic design package and opinion of probable cost and confirm any design alternates that may be required.

**5. Meetings During Design Development Phase (Two (2) meeting(s))**

- a. At approximately mid-point of the Design Development phase, Architect shall conduct One (1) meeting with District personnel and applicable engineering sub-consultants to confirm District standards and preferred systems.
- b. At the time designated for completion of the Design Development package, Architect shall conduct One (1) meeting, per package or submittal, with the District to review the following:
  - (i) Present the Design Development package for review and comment to proceed with preparation of final plans and specification.
  - (ii) Architect and District shall review Project scope and budget, including the Construction Cost Budget and the Construction Budget. At this time, proposed design alternates that may be required to ensure compliance with the District's Construction Budget will be determined.

**6. Meetings During Construction Documents Phase (Two (2) meeting(s))**

- a. At approximately the time designated for completion of the fifty percent (50%) submittal package, Architect shall conduct One (1) meeting(s), per package or submittal, with the District to review the following:
  - (i) Present progress on the Construction Documents submittal package for review and comment to proceed with preparation of final plans and specifications.
  - (ii) Architect and District shall provide further review of Project scope and budget, including the Construction Cost Budget and the Construction Budget.

- b. At the time designated for completion of the one hundred percent (100%) Construction Document package, concurrent with review by the Division of the State Architect, Architect shall conduct One (1) meeting(s), per package or submittal, with the District to review the following:
  - (i) Present the hundred percent (100%) Construction Document package for review and comment to proceed with preparation of final plans and specifications.
  - (ii) Architect and District shall provide further review of Project scope and budget, including the Construction Cost Budget and the Construction Budget.

**7. Meetings During Bidding Phase (Two (2) meeting(s))**

- a. Attend and take part in One (1) pre-bid meeting(s), per package or submittal, with all potential bidders, District staff, and Construction Manager.
- b. Conduct One (1) kick-off meeting(s) with the successful bidder, District staff, and Construction Manager to finalize the roles and responsibilities of each party and provide protocols and processes to follow during construction.

**8. Meetings During Construction Administration Phase (weekly Project meetings until entire Project is complete, (6-month construction schedule assumed))**

- a. Architect shall visit the Project site as necessary or when requested, and in no case less than once per week, sufficient to determine that the Project is being constructed in accordance with the plans and specifications, and to resolve discrepancies in the Contract Documents and to monitor the progress of the construction of the Project.
- b. Conduct weekly Project meetings with District staff to review with District staff the progress of the work. Architect agrees to attend weekly Project meetings, at no additional cost to the District, until the work of the Project is complete.
- c. Architect shall ensure that Consultant(s) visit the site in conformance with their agreement(s) and that Consultant agreements shall reference District requirements for Construction Phase services.

END OF EXHIBIT

**EXHIBIT "B"**

**CRITERIA AND BILLING FOR EXTRA SERVICES**

The following Extra Services to the Agreement shall be performed by Architect if needed and if authorized or requested by the District:

- A. Providing services as directed by the District that are not part of the Basic Services of this Agreement, or otherwise included within **Exhibit "A."**
- B. Providing deliverables or other items in excess of the number indicated in **Exhibit "A."** Before preparing, providing, sending, or invoicing for extra deliverables, Architect shall inform the District that expected deliverables may be in excess of the number indicated in **Exhibit "A,"** so that the District can procure the additional deliverables itself or direct Architect to procure the deliverables at the District's expense or on the District's account at a specific vendor.
- C. Making revisions in drawings, specifications, or other documents when such revisions are required by the enactment or revisions of codes, laws, or regulations subsequent to the preparation of the Conforming Set.
- D. Providing consultation concerning replacement of work damaged by fire or other cause during construction and furnishing services required in connection with replacement of that work.
- E. Providing services made necessary by the default of Contractor(s).
- F. In the absence of a final Certificate of Payment or Notice of Completion, providing services more than ninety (90) days after the date of completion of work by Contractor(s) and after Architect has completed all of its obligations and tasks under the Agreement.
- G. Providing services as an expert and/or witness for the District in any mediation, arbitration, and/or trial in which the Architect is (1) not a party, and (2) did not in any way cause the dispute that is being adjudicated.
- H. The following rates, which include overhead, administrative cost, and profit, shall be utilized in arriving at the fee for Extra Services and shall not be changed for the term of the Agreement.

<b>Job Title</b>	<b>Hourly Rate</b>
Principal In Charge:	\$255
Associate Principal:	\$240
Project Manager (Senior):	\$200
Designer:	\$130 - \$150
Assistant Project Manager:	\$190
Architect:	\$165 - \$190



Contract Administrator:	
Other	
Other	

- I. The mark-up on any approved reimbursable item of Extra Services shall not exceed five percent (5%).
1. The following items are approved for mark-up:
    - a. Sub-consultant Invoices.
  2. Any approved item of Extra Services not identified in the above list may not be marked-up.
- J. **Format and Content of Invoices** (Extra Services Only)

Architect acknowledges that the District requires Architect’s invoices to include detailed explanations of the Services performed. For example, a six hour charge for “RFIs and CORs” is unacceptable and will not be payable. A more detailed explanation, with specificity, is required. This includes a separate entry for each RFI, PCO, CCD and change order. For example, the following descriptions, in addition to complying with all other terms of this Agreement, would be payable. The times indicated below are just placeholders:

Review RFI 23; review plans and specifications for response to same; prepare responses to same and forward to contractor, district, construction manager, and project inspector.	0.8 hours
Review COR 8; review scope of same and plans and specifications for appropriateness of same; prepare draft change order and language for same.	0.7 hours
Review COR 11; review scope of same and plans and specifications for appropriateness of same; prepare rejection of COR 11 for review by district, CM, IOR.	1.2 hours

END OF EXHIBIT

**EXHIBIT "C"**

**SCHEDULE OF SERVICES**

- A. Promptly after the execution of this Agreement, Architect shall prepare and submit for approval to the District a Schedule of Services showing the order in which Architect proposes to carry out Architect's Services ("Schedule of Services"). The Schedule of Services shall apply to the completion of all Services listed hereunder within the times established by this Agreement. The Schedule of Services shall be in the form of a progress chart clearly delineating all important increments and review dates.
- B. Architect shall complete Services required under the Schematic Design Phase within **30 calendar days** after written authorization from District to proceed (March 1 – March 30, 2023).
- C. Architect shall complete Services required under the Design Development Phase within **30 calendar days** after receipt of a written authorization from District to proceed (April 1-April 30, 2023).
- D. Architect shall complete Services required under Construction Documents Phase within **60 calendar days** after written authorization from District to proceed, and as more specifically indicated below (May 1-June 30, 2023). Excluded from this duration is the time associated with DSA review the Construction Documents back-check stage.
  - 1. 100% Submittal Package **30 calendar days**
  - 2. 100% Design Development Package **30 calendar days**
  - 3. 100% Construction Documents **60 calendar days**
  - 4. Final Contract Documents after Final Back-Check Stage **Anticipated approval dates: October 2023**
- E. The durations stated above include the review periods of **10 calendar days** required by the District.
- F. All times to complete tasks set forth in this Exhibit are of the essence, as indicated in the Agreement. If delays in the Schedule of Services are incurred as a result of the District's inability to comply with requested meeting schedules, Architect shall maintain the right to request an adjustment in the Schedule of Services if deemed necessary to meet the deadlines set forth in this Exhibit. If approved, those extensions shall be authorized in writing by the District.

END OF EXHIBIT

**EXHIBIT "D"**  
**PAYMENT SCHEDULE**

**A. Compensation**

1. The payment of consideration to Architect as provided herein shall be full compensation for all of Architect's Services incurred in the performance hereof, including, printing and shipping of deliverables in the quantities set forth in **Exhibit "A,"**. Except as expressly set forth in the Agreement and **Exhibit "B,"** there shall be no payment for extra costs or expenses.
2. The total compensation to Architect shall be as stated in Article 6 of the Agreement.
3. District shall pay Architect as follows for all Services contracted for under this Agreement:

<b>PERCENTAGE OF TOTAL FEE PER PHASE</b>	
<b>Phase</b>	<b>Phase Amount</b>
Schematic Design Phase	<u>10%</u>
Design Development Phase	<u>15%</u>
Construction Documents Phase-Submittal to DSA	<u>30%</u>
Approval by DSA	<u>10%</u>
Bidding Phase	<u>5%</u>
Construction Contract Administration Phase	<u>25%</u>
Close Out Phase	<u>5%</u>
Generate Punch List	1%
Sign Off On Punch List	1%
Receive and Review All M&O Documents	1%
Filing All DSA Required Close Out Documents	1%
Receiving DSA Close Out, including DSA approval of the final set of Record Drawings	1%
<b>TOTAL BASE COMPENSATION</b>	<b><u>100%</u></b>

Reimbursable Expenses are in addition to compensation for Basic and Additional Services and will be billed at a multiple of 1.10% the expenses incurred. These charges include, but are not limited to, expenses incurred which are directly related to the Project, such as reproductions, plans and plots for owner, agency or contractor's use, standard form documents, postage, handling and delivery of Instruments of Service, and mileage. Reimbursable expenses are not expected to exceed **\$19,000**.

**B. Method of Payment**

1. Invoices shall be on a form approved by the District and are to be submitted to the District via the District's authorized representative.
2. Architect shall submit to District on a monthly basis documentation showing proof that payments were made to its Consultant(s).
3. Architect shall submit to the District for approval a copy of the Architect's monthly pay request format.
4. Upon receipt and approval of Architect's invoices, the District agrees to make payments of undisputed amounts within thirty (30) days of receipt of the invoice as follows:

**a. For Schematic Design Phase:**

Monthly payments for the percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon acceptance and approval of the Schematic Design Phase by the District.

**b. For Design Development Phase:**

Monthly payments for the percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon acceptance and approval of the Design Development Phase by the District.

**c. For Construction Documents Phase:**

Monthly payments for percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon acceptance and approval of the Construction Documents Phase by the District.

**d. For Bidding Phase:**

Monthly payments for the percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon the District's award of the bid.

**e. For Construction Contract Administration Phase:**

Monthly payments for the percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon the District's notice of completion.

**f. For Close Out:**

Lump sum payment no sooner than thirty-five (35) days and no later than forty-five (45) days after completion of all items in this Phase.

END OF EXHIBIT

## EXHIBIT "E"

### INSURANCE REQUIREMENTS

- A. Architect shall procure, prior to commencement of the Services of this Agreement and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services hereunder by the Architect, his agents, representatives, employees and Consultant(s). Architect's liabilities, including but not limited to Architect's indemnity or defense obligations, under this Agreement shall not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of this Agreement and Architect's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement, as required or when requested, may be treated by the District as a material breach of contract.
- B. **Minimum Scope and Limits of Insurance:** Coverage shall be at least as broad as the following scopes and limits. Umbrella or Excess Liability policies are acceptable where the need for higher liability limits is noted and shall provide liability coverages that at least follow form over the underlying insurance requirements where necessary for Commercial General Liability, Commercial Automobile Liability, Employers' Liability, and other liability coverage (except Professional Liability) designated under this Section B – Insurance Requirements." Minimum Scope of Insurance.
1. **Commercial General Liability.** Two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to each project/location or the general aggregate limit shall be twice the required occurrence limit.
  2. **Commercial Automobile Liability.** One million dollars (\$1,000,000) for bodily injury and property damage.
  3. **Workers' Compensation Liability.** For all of the Architect's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, Architect shall keep in full force and effect, a Workers' Compensation policy.
  4. **Employers' Liability.** For all of the Architect's employees who are subject to this Agreement, Architect shall keep in full force and effect, an Employment Practices Liability policy with minimum liability coverage of Two million dollars (\$2,000,000) per occurrence.
  5. **Professional Liability.** This insurance shall cover the prime design professional and his/her consultant(s) on a Claims Made basis for Two Million Dollars (\$2,000,000) aggregate limit subject to no more than Two Hundred Thousand Dollars (\$200,000) per claim deductible, coverage to continue through completion of construction plus two (2) years thereafter.

- C. District reserves the right to modify the limits and coverages described herein, with appropriate credits or changes to be negotiated for such changes.
- D. **Deductibles and Self-Insured Retention:** Architect shall inform the District in writing if any deductibles or self-insured retention exceeds Two Hundred Thousand Dollars (\$200,000). At the option of the District, either:
1. The District can accept the higher deductible; or
  2. Architect's insurer shall reduce or eliminate such deductibles or self-insured retention as respects the District, its officers, officials, employees and volunteers.
- E. **Other Insurance Provisions:** The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
1. The District, its representatives, consultants, trustees, officers, officials, employees, agents, and volunteers ("Additional Insureds") are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Architect; Instruments of Service and completed operations of the Architect; premises owned, occupied or used by the Architect; or automobiles owned, leased, hired or borrowed by the Architect. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds.
  2. For any claims related to the projects, Architect's insurance coverage shall be primary insurance as respects the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of Architect's insurance and shall not contribute with it.
  3. Architect shall provide an endorsement that the insurer waives the right of subrogation against District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.
  4. Architect's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
  5. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insureds.
  6. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.
  7. Architect shall pay all insurance premiums, including any charges for required waivers of subrogation or the endorsement of additional insureds. If Architect fails to maintain

insurance, District may take out comparable insurance, and deduct and retain amount of premium from any sums due Architect under the Agreement.

8. Architect shall require all subconsultants to maintain the level of insurance Architect deems appropriate with respect to the consultant's scope of the Work unless otherwise indicated in the Agreement. Architect shall cause the subconsultants to furnish proof thereof to District within ten (10) days of District's request. Should Architect not require subconsultants to provide the same level of insurance as is required of Architect, as provided in this Agreement, Architect is not relieved of its indemnity obligations to District or fulfilling its insurance requirements as provided in this Agreement.

F. **Acceptability of Insurers:** Insurance is to be placed with insurers admitted in California with a current A.M. Best's rating of no less than A:VII. Architect shall inform the District in writing if any of its insurer(s) have an A.M. Best's rating less than A:VII. At the option of the District, the District may either:

1. Accept the lower rating; or
2. Require Architect to procure insurance from another insurer.

G. **Verification of Coverage:** Prior to commencing with its provision of Services under this Agreement, Architect shall furnish District with:

1. Certificates of insurance showing maintenance of the required insurance coverages; and
2. Original endorsements affecting general liability and automobile liability coverage. The endorsements are to be signed by a person authorized by that insurer to bind coverages on its behalf. All endorsements are to be received and approved by the District before Services commence.

H. **Copy of Insurance Policy(ies):** Upon the District's request, Architect will furnish District with a copy of all insurance policies related to its provision of Services under this Agreement.

END OF EXHIBIT



## SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement" or "Contract") is made and entered into as of the 1st day of april, 2022 ("Effective Date") by and between Sacramento City Unified School District ("District"), a California public school district, and AstroTurf Corporation ("Contractor"), a Georgia corporation (each a "Party" and, together, "Parties").

### Recitals

WHEREAS, pursuant to an eight-year Warranty on AstroTurf GameDay Grass, Contractor warranted the synthetic grass field that was substantially completed on April 25, 2014, for District's Rosemont High School Track and Field Project, located at 9594 Kiefer Blvd, Sacramento, CA 95827;

WHEREAS, in October 2021, District notified Contractor that the synthetic grass field was exhibiting certain defects, and demanded that Contractor repair or replace the synthetic grass field under Contractor's warranty;

WHEREAS, a dispute arose between District and Contractor concerning the synthetic grass field defects and the obligations under the warranty ("Warranty Dispute"); and

WHEREAS, as a compromise of contested issues, the Parties have agreed to settle their Warranty Dispute by entering into this Contract, subject to and contingent upon approval of this Contract by District's Governing Board.

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

### Terms

1. Contractor shall furnish to District for a total price of Four Hundred Ninety-Nine Thousand and 00/100 Dollars (\$499,000.00) ("Contract Price"), the following services ("Services" or "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: Full replacement of the Site's existing synthetic grass surface and infill with AstroTurf RootZone® 3D3 Trionic 60 system including, without limitation, removal/disposal of the existing field, all installation work, and re-creation of exact sports packages, as further described in **Exhibit A**. A product cut sheet is attached hereto as **Exhibit B**. The Contract includes a 10-year warranty and 10-year AstroTurf Rhino Maintenance Package. A sample warranty is attached hereto as **Exhibit C**. The maintenance will be one visit per year. The Contract also includes four AAA testing visits over the 10-year period.

2. Payment for the Work shall be made in accordance with the Terms and Conditions.
3. Contractor shall perform the Work at Rosemont High School, located at 9594 Kiefer Blvd, Sacramento, CA 95827 ("Site"). The Project is the scope of Work performed at the Site.
4. Work shall begin upon issuance of District's Notice to Proceed and shall be completed by August 1, 2022 ("Completion Date").

It is understood and agreed that the Work shall be performed and completed as required in the Contract Documents (as defined herein) including, without limitation, the

Drawings and Specifications and submission of all documents required to secure funding or by the Division of the State Architect ("DSA") for close-out of the Project, under the direction and supervision of, and subject to the approval of, District or its authorized representative.

5. Contractor agrees that if the Work is not completed within the Contract Time and/or pursuant to the completion schedule, construction schedule, or project milestones developed pursuant to provisions of the Contract, it is understood, acknowledged, and agreed that District will suffer damage which is not capable of being calculated. Pursuant to Government Code section 53069.85, Contractor shall pay to District, as fixed and liquidated damages for these incalculable damages, the sum of One Thousand and 00/100 Dollars (\$1,000.00) per day for each and every calendar day of delay beyond the Contract Time or beyond any completion schedule, construction schedule, or project milestones established pursuant to the Contract.
6. This Contract incorporates by this reference the Terms and Conditions attached hereto. Contractor, by executing this Contract, agrees to comply with all the Terms and Conditions.
7. This Contract incorporates by this reference the Contract Documents attached hereto. Contractor, by executing this Contract, agrees to comply with all obligations set forth in the Contract Documents. The Contract Documents include only the following documents, as indicated:

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Notice to Proceed  | <input checked="" type="checkbox"/> Insurance Certificates and Endorsements      |
| <input checked="" type="checkbox"/> Prevailing Wage Certification                                    | <input checked="" type="checkbox"/> Performance Bond                             |
| <input checked="" type="checkbox"/> Workers' Compensation Certification                              | <input checked="" type="checkbox"/> Payment Bond                                 |
| <input checked="" type="checkbox"/> Criminal Background Investigation / Fingerprinting Certification | <input type="checkbox"/> Specifications  |
| <input checked="" type="checkbox"/> Drug-Free Workplace Certification                                | <input type="checkbox"/> Plans   |
| <input checked="" type="checkbox"/> Tobacco-Free Environment Certification                           | <input checked="" type="checkbox"/> Exhibit "A" ("Scope of Work")                |
| <input checked="" type="checkbox"/> Asbestos & Other Hazardous Materials Certification               | <input checked="" type="checkbox"/> Exhibit "B" ("Cut Sheet")                    |
| <input checked="" type="checkbox"/> Lead-Product(s) Certification                                    | <input checked="" type="checkbox"/> Exhibit "C" ("Sample Warranty")              |
| <input checked="" type="checkbox"/> Registered Subcontractor List                                    | <input checked="" type="checkbox"/> COVID-19 Vaccination / Testing Certification |
|  | <input type="checkbox"/> _____ [Other]   |
|  | <input type="checkbox"/> _____ [Other]   |

8. Contractor shall not commence the Work under this Contract until Contractor has submitted and District has approved the performance bond, payment (labor and material) bond, the certificate(s) and the endorsement(s) of insurance required under the Terms and Conditions and District has issued a Notice to Proceed.

9. Any notice required or permitted to be given under this Contract shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or email, addressed as follows:

**District**

Sacramento City Unified School District  
ATTN: Chris Ralston, Director III  
Facilities Management, Maintenance and  
Operations, and Resource Management  
5735 47th Avenue,  
Sacramento CA 95824  
Chris-Ralston@scusd.edu

**Contractor**

Name: AstroTurf Corporation  
ATTN: John Currence  
Address: 1544 N maple ave Fresno CA 93703  
Email: jcurrence@astroturf.com

Any notice personally given or sent by email shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

10. 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.

11. By signing this Contract, Contractor certifies, under penalty of perjury, that all the information provided in the Contract Documents is true, complete, and correct.

ACCEPTED AND AGREED on the date indicated below:

Dated: \_\_\_\_\_, 2022

**Sacramento City Unified School District**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Dated: April 1st, 2022

**AstroTurf Corporation**

Signature: *John Currence*

Print Name: John Currence

Print Title: Director of Quality Operations

License No.: 1036156

Registration No.: 1000729333

Address: 1544 N maple ave Fresno CA 93703

Telephone: 7042016758

E-Mail: jcurrence@astroturf.com

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**Information regarding Contractor:**

Type of Business Entity:

- Individual
- Sole Proprietorship
- Partnership
- Limited Partnership
- Corporation, State: Georgia
- Limited Liability Company
- Other: \_\_\_\_\_

36-4892329 :  
Employer Identification and/or  
Social Security Number

**NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of \$600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, District requires Contractor to furnish the information requested in this section.**

## **TERMS AND CONDITIONS TO CONTRACT**

1. **NOTICE TO PROCEED:** District shall provide a Notice to Proceed to Contractor pursuant to the Contract at which time Contractor shall proceed with the Work.
2. **STANDARD OF CARE:** Contractor shall perform, diligently prosecute and complete the Work in a good and workmanlike manner within the Contract Time, and in strict conformity with all Contract Documents.
3. **SITE EXAMINATION:** Contractor has examined the Site and certifies that it accepts all measurements, specifications and conditions affecting the Work to be performed at the Site. By submitting its quote, Contractor warrants that it has made all Site examination(s) that it deems necessary as to the condition of the Site, its accessibility for materials, workers and utilities, and Contractor's ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed as to any other undiscovered condition on the Site.
4. **PERMITS, LICENSES AND REGISTRATION:** Contractor and all of its employees, agents, and subcontractors shall secure and maintain in force, at Contractor's sole cost and expense, all licenses, registration and permits as are required by law, in connection with the furnishing of materials, supplies, or services herein listed.
5. **LABOR, MATERIALS AND EQUIPMENT:** Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the services herein described, the services to be performed at such times and places as directed by and subject to the approval of the authorized District representative indicated in the Work specifications attached hereto. Unless otherwise specified, all materials shall be new and previously unused, and of the manufacturer's latest model or the best of their respective kinds and grades as noted or specified, and workmanship shall be of good quality.
6. **SUBSTITUTIONS:** No substitutions of material from those specified in the Work Specifications shall be made without the prior written approval of District. Contractor shall be responsible for any re-design costs occasioned by District's acceptance and/or approval of any substitute, as well as any costs that District incurs for professional services, including DSA fees. District may deduct those costs from any amounts owing to Contractor for the review of the request for substitution, even if the request for substitution is not approved. Contractor shall, in the event that a substitute is less costly than that specified, credit District with one-hundred percent (100%) of the net difference between the substitute and the originally specified material.
7. **INDEPENDENT CONTRACTOR STATUS:** While engaged in carrying out the Services of this Contract, Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of District. Contractor shall be solely responsible for its own Workers' Compensation insurance, taxes, and other similar charges or obligations. Contractor shall be liable for its own actions, including its negligence or gross negligence, and shall be liable for the acts, omissions, or errors of its agents or employees.
8. **CONTRACTOR SUPERVISION:** Contractor shall provide competent supervision of personnel employed on the job Site, use of equipment, and quality of workmanship.
9. **WORKERS:** Contractor shall at all times enforce strict discipline and good order among its employees and the employees of its subcontractors and shall not employ or work any unfit person or anyone not skilled in work assigned to him or her. Any person in the employ of Contractor or a subcontractor whom District may deem incompetent or unfit shall be dismissed from the Site and shall not again be employed at Site without written consent from District.
10. **SUBCONTRACTORS:** Subcontractors, if any, engaged by Contractor for any Service or Work under this Contract shall be subject to the approval of District. Contractor agrees to bind every subcontractor by the terms of the Contract as far as such terms are applicable to subcontractor's work, including, without limitation, all registration, indemnification, insurance, bond, and warranty requirements. If Contractor shall subcontract any part of this Contract, Contractor shall be fully responsible to District for acts and omissions of its subcontractor and of persons either directly or indirectly employed by itself. Nothing contained in the Contract Documents shall create any contractual relations between any subcontractor and District.

11. **SAFETY AND SECURITY:** Contractor is responsible for maintaining safety in the performance of this Contract. Contractor shall be responsible to ascertain from District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.
12. **LEAD-BASED PAINT:** Pursuant to the Lead-Safe Schools Protection Act (Education Code section 32240 et seq.) and other applicable law, no lead-based paint, lead plumbing and solders, or other potential sources of lead contamination shall be utilized on this Project, and only trained and state-certified contractors, inspectors and workers shall undertake any action to abate existing risk factors for lead. Pursuant to the Renovation, Repair and Painting Rule (title 40 of the Code of Federal Regulations part 745 (40 CFR 745)), all contractors who disturb lead-based paint in a six-square-foot area or greater indoors or a 20-square-foot area or greater outdoors must be trained by an EPA-accredited provider and certified by the EPA. Contractor must execute the Lead-Based Paint Certification, if applicable.
13. **CLEAN UP:** Debris shall be removed from the Site. The Site shall be in order at all times when work is not actually being performed and shall be maintained in a reasonably clean condition.
14. **PROTECTION OF WORK AND PROPERTY:** Contractor shall erect and properly maintain at all times, as required by conditions and progress of the Work, all necessary safeguards, signs, barriers, lights, and security persons for protection of workers and the public, and shall post danger signs warning against hazards created by the Work. In an emergency affecting life and safety of life or of Work or of adjoining property, Contractor, without special instruction or authorization from District, is permitted to act at his discretion to prevent such threatened loss or injury.
15. **FORCE MAJEURE:** Contractor shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining delivery, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants, or facilities by the government, when satisfactory evidence thereof is presented to District, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of Contractor.
16. **CORRECTION OF ERRORS:** Contractor shall perform, at its own cost and expense and without reimbursement from District, any work necessary to correct errors or omissions that are caused by Contractor's failure to comply with the approved plans and specifications and the standard of care required herein. Schedule delays resulting from unauthorized work shall be Contractor's responsibility.
17. **NO RELIEF FROM OBLIGATIONS BASED ON REVIEW BY OTHER PERSONS:** Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents by act or omission of District, Architect, Construction Manager, Project Inspector, or DSA or other entities having jurisdiction including, but not limited to, administration of the Contract, review of submittals, or by tests, observation, inspection, or permit/interconnection approvals.
18. **DISTRICT'S RIGHT TO PERFORM WORK:** If Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this Contract, District, after **FORTY-EIGHT (48)** hours' written notice to Contractor, may make good such deficiencies, without prejudice to any other remedy it may have, including but not limited to District hiring its own forces or another contractor to replace Contractor's nonconforming Work, in which case District shall either issue a deductive Change Order, a Construction Change Directive, or invoice Contractor for the cost of that work. Contractor shall pay any invoices within thirty (30) days of receipt of same or District may withhold those amounts from payment(s) otherwise due to Contractor.
19. **ACCESS TO WORK:** District representatives, Architect, and Project Inspector shall at all times have access to the Work wherever it is in preparation or in progress. Contractor shall provide safe and proper facilities for such access.
20. **OCCUPANCY:** District reserves the right to occupy buildings at any time before formal Contract completion and such occupancy shall not constitute final acceptance or approval of any part of the Work covered by this Contract, nor shall such occupancy extend the date specified for completion of the Work.

21. **PAYMENT:** On a monthly basis, Contractor shall submit an application for payment based upon the estimated value for materials delivered or services performed under the Contract as of the date of submission ("Application for Payment"). Within thirty (30) days after District's approval of the Application for Payment, Contractor shall be paid a sum equal to ninety-five percent (95%) of the value of the Work performed (as verified by Architect and Inspector and certified by Contractor) up to the last day of the previous month, less the aggregate of previous payments and amount to be withheld. District may withhold or deduct from any payment an amount necessary to protect District from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by District in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop payment notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract price or by the scheduled completion date; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by District during the prosecution of the Work; (9) erroneous or false estimates by Contractor of the value of the Work performed; (10) any sums representing expenses, losses, or damages, as determined by District, incurred by District for which Contractor is liable under the Contract; and (11) any other sums which District is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including section 1727 of the California Labor Code. The failure by District to deduct any of these sums from a progress payment shall not constitute a waiver of District's right to such sums. District shall retain five percent (5%) from all amounts owing as retention. Retention shall be paid pursuant to Public Contract Code sections 7107, 7200 and 7201.
22. **CHANGE IN SCOPE OF WORK:** Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted unless such change, addition, or deletion is approved in advance and in writing by a valid change order executed by District. Contractor specifically understands, acknowledges, and agrees that District shall have the right to request any alterations, deviations, reductions, or additions to the Project or Work, and the cost thereof shall be added to or deducted from the amount of the Contract Price by fair and reasonable valuations. Contractor also agrees to provide District with all information requested to substantiate the cost of the change order and to inform District whether the Work will be done by Contractor or a subcontractor. In addition to any other information requested, Contractor shall submit, prior to approval of the change order, its request for a time extension (if any), as well as all information necessary to substantiate its belief that such change will delay the completion of the Work. If Contractor fails to submit its request for a time extension or the necessary supporting information, it shall be deemed to have waived its right to request such extension.
23. **INDEMNIFICATION:**
- 23.1 To the furthest extent permitted by California law, Contractor shall indemnify and hold harmless District, its agents, representatives, officers, consultants, employees, and volunteers (the "Indemnified Parties") from any and all demands, damages, injuries, losses, expenses, liabilities, claims, suits, and actions (the "Claims") of any kind, nature, and description, including, but not limited to, attorneys' fees and costs, directly or indirectly arising from, arising out of, connected with, or resulting from, in whole or in part, the performance of this Contract unless the claims are caused wholly by the sole or active negligence or willful misconduct of the Indemnified Parties and/or defects in design furnished by the Architect, as found by a court or arbitrator of competent jurisdiction, in which case Contractor's indemnification and hold harmless obligation shall be reduced by the proportion of the Indemnitees' and/or Architect's liability.
- 23.2 Contractor shall also, to the furthest extent permitted by California law, defend the Indemnified Parties at Contractor's own expense, including attorneys' fees and costs, from any and all claims directly or indirectly arising from, arising out of, connected with, or resulting from the performance of this Contract unless the claims are caused wholly by the sole or active negligence or willful misconduct of the Indemnified Parties

and/or defects in design furnished by the Architect, as found by a court or arbitrator of competent jurisdiction, in which case, without impacting Contractor's obligation to provide an immediate and ongoing defense of the Indemnified Parties, Contractor's defense obligation shall be retroactively reduced by the proportion of the Indemnitees' and/or Architect's liability. District shall have the right to accept or reject any legal representation that Contractor proposes to defend District.

- 23.3 Pursuant to Public Contract Code section 9201, District shall provide timely notification to Contractor of the receipt of any third-party claim relating to this Contract. District shall be entitled to recover its reasonable costs incurred in providing said notification.
- 23.4 If the Indemnitees provide their own defense due to failure to timely respond to tender of defense, rejection of tender of defense, or conflict of interest of proposed counsel, Contractor shall reimburse Indemnitees for any expenditures, including reasonable attorney's fees and costs.
- 23.5 District may retain so much of the moneys due Contractor as shall be considered necessary, until disposition of any such suit, claims or actions for damages or until District has received written agreement from Contractor that it will unconditionally defend the Indemnified Parties, and pay any damages due by reason of settlement or judgment.
- 23.6 Contractor's defense and indemnification obligations hereunder shall survive the completion of Work, including the warranty/guarantee period, and/or the termination of the Contract.

24. **PAYMENT BOND AND PERFORMANCE BOND:** Contractor shall not commence the Work until it has provided to District, in a form acceptable to District, a Payment (Labor and Material) Bond and a Performance Bond, each in an amount equivalent to one hundred percent (100%) of the Contract Price issued by a surety admitted to issue bonds in the State of California and otherwise acceptable to District.

25. **CONTRACTOR'S INSURANCE:**

25.1 Contractor shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits not less than the amount indicated below. If Contractor normally carries insurance in an amount greater than the minimum amounts required by District, that greater amount shall become the minimum required amount of insurance for purposes of the Contract. Therefore, Contractor hereby acknowledges and agrees that all insurance carried by it shall be deemed liability coverage for all actions it performs in connection with the Contract.

Type of Coverage	Minimum Requirement
<b>Commercial General Liability Insurance</b> , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000
<b>Automobile Liability Insurance - Any Auto</b>	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 1,000,000
<b>Workers' Compensation</b>	Statutory Limits
<b>Employer's Liability</b>	\$ 1,000,000

25.1.1 **Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect Contractor, District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by District.)



- 25.1.2 **Workers' Compensation and Employers' Liability Insurance.** Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, Contractor shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Contract are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.
- 25.2 **Proof of Insurance.** Contractor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to District and approved by District. Certificates and insurance policies shall include the following:
- 25.2.1 A clause stating: "This policy shall not be canceled until notice has been mailed to District, stating date of cancellation. Date of cancellation shall not be less than thirty (30) days after date of mailing notice."
- 25.2.2 Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation notice will be sent, and length of notice period.
- 25.2.3 An endorsement stating that District and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, and Employers' Liability Insurance.
- 25.2.4 All policies except the Workers' Compensation Insurance, and Employers' Liability Insurance Policies shall be written on an occurrence form.
- 25.2.5 An endorsement stating that Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by District.
- 25.2.6 An endorsement stating that there shall be a waiver of any subrogation.
- 25.2.7 Contractor's insurance limit shall apply separately to each insured against whom a claim is made or suit is brought.
- 25.3 **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to District.
26. **WARRANTY/QUALITY:** Unless a longer warranty is called for elsewhere in the Contract Documents, Contractor, manufacturer, or their assigned agents shall guarantee the workmanship, product or service performed against defective workmanship, defects or failures of materials for a minimum period of one (1) year from filing the Notice of Completion with the county in which the Site is located. All workmanship and merchandise must be warranted to be in compliance with applicable California energy, conservation, environmental, and educational standards.
27. **CONFIDENTIALITY:** Contractor shall maintain the confidentiality of all information, documents, programs, procedures, and all other items that Contractor encounters while performing Contractor's Work to the extent allowed by law. This requirement shall be ongoing and shall survive the expiration or termination of this Contract and specifically includes all student, parent, and disciplinary information.
28. **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, or lost bonding capacity, arising out of or in connection with this Contract for the services performed in connection with this Contract.

29. **COMPLIANCE WITH LAWS:** Contractor shall give all notices and comply with all laws, ordinance, rules and regulations bearing on conduct of the Work as indicated or specified. If Contractor observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify District, in writing, and, at the sole option of District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Contractor's receipt of a written termination notice from District. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying District of the violation, Contractor shall bear all costs arising therefrom.
30. **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. Further, except to the extent the Order provides otherwise, Contractor and Contractor's personnel, subcontractors and suppliers shall continue to comply with all applicable terms in the California Department of Public Health's State Public Health Officer Orders.
31. **COVID-19 VACCINATION / TESTING REQUIREMENTS:**

31.1 *Vaccination Requirements*

Contractor shall fill out, sign, date and submit to District the COVID-19 Vaccination/Testing Certification Form, attached hereto.

According to the August 11, 2021, California Department of Public Health ("CDPH") State Public Health Officer Order ("Order"), a person is "fully vaccinated" for COVID-19 if two weeks or more have passed since they have received the second dose in a 2-dose series (Pfizer-BioNTech or Moderna or vaccine authorized by the World Health Organization), or two weeks or more have passed since they received a single-dose vaccine (Johnson and Johnson[J&J]/Janssen).

Pursuant to the CDPH Guidance for Vaccine Records Guidelines & Standards, Contractor shall only accept the following as proof of vaccination:

- (a) COVID-19 Vaccination Record Card (issued by the Department of Health and Human Services Centers for Disease Control & Prevention or WHO Yellow Card which includes name of person vaccinated, type of vaccine provided and date last dose administered);
- (b) a photo of a Vaccination Record Card as a separate document;
- (c) a photo of a Vaccination Record Card stored on a phone or electronic device;
- (d) documentation of COVID-19 vaccination from a health care provider;
- (e) digital record that includes a QR code that when scanned by a SMART Health Card reader displays to the reader name, date of birth, vaccine dates and vaccine type; or
- (f) documentation of vaccination from other contracted employers who follow these vaccination records guidelines and standards.

In the absence of knowledge to the contrary, Contractor may accept the documentation presented in (a) through (f) above as valid.

Contractor shall have a plan in place for tracking verified Contractor personnel vaccination status. Records of vaccination verification must be made available, upon request, to the local health jurisdiction for purposes of case investigation.

Contractor personnel, including any and all tiers of subcontractor, supplier, and any other personnel entering the Project site, who are not fully vaccinated, or for whom vaccine status is unknown or documentation is not provided, must be considered unvaccinated.

### 31.2 *Weekly Testing Requirements*

Contractor shall ensure that Contractor personnel, including any and all tiers of subcontractor, supplier, and any other worker entering the Project site, who are unvaccinated or who are not fully vaccinated are required to undergo diagnostic screening testing, as specified below:

(a) Contractor personnel may be tested with either antigen or molecular tests to satisfy this requirement, but unvaccinated or incompletely vaccinated workers must be tested at least once weekly with either PCR testing or antigen testing. Any PCR (molecular) or antigen test used must either have Emergency Use Authorization by the U.S. Food and Drug Administration or be operating per the Laboratory Developed Test requirements by the U.S. Centers for Medicare and Medicaid Services.

(b) Unvaccinated or not fully vaccinated Contractor personnel must also observe all other infection control requirements, and are not exempted from the testing requirement even if they have a medical contraindication to vaccination, since they are still potentially able to spread the illness. Previous history of COVID-19 from which the individual recovered more than 90 days earlier, or a previous positive antibody test for COVID-19, do not waive this requirement for testing.

Contractor shall have a plan in place for tracking test results and conducting workplace contact tracing, and must report results to local public health departments, if applicable.

32. **LABOR CODE REQUIREMENTS:** Contractor represents that Contractor and all Subcontractors shall not be presently debarred, suspended, proposed for disbarment, declared ineligible or excluded pursuant to either Labor Code section 1777.1 or Labor Code section 1777.7. Contractor shall comply with all applicable provisions of the California Labor Code, Division 3, Part 7, Chapter 1, Articles 1 – 5, including, without limitation, the payment of the general prevailing per diem wage rates for public work projects of more than one thousand dollars (\$1,000). Copies of the prevailing rate of per diem wages are on file with District or available online at <http://www.dir.ca.gov/>. In addition, Contractor and each subcontractor shall comply with Chapter 1 of Division 2, Part 7 of the California Labor Code, beginning with Section 1720, and including Section 1735, 1777.5 and 1777.6, forbidding discrimination, and Sections 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Contractor or subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive public works contracts.

32.1 **Registration:** Contractor and its subcontractor(s) shall be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 and in accordance with Labor Code section 1771.1.

32.2 **Registered Subcontractor List:** Within 30 days of the award of contract or prior to commencing the Work under this Contract, whichever occurs first, Contractor shall provide District all information required by Labor Code section 1773.3, as amended by Stats. 2017, Ch. 28, Sec. 21, for Company and all tiers of Subcontractors to enable District to provide notice to the Department of Industrial Relations (DIR) of the Contract (PWC-100 form). Contractor shall submit and maintain an updated Registered Subcontractor List including all Subcontractors of any tier furnishing labor, material, or equipment to the Project.

32.3 **Certified Payroll Records:** Contractor and its subcontractor(s) shall upload certified payroll records ("CPR") electronically using California Department of Industrial Relations' (DIR) eCPR System by uploading the CPRs by electronic XML file or entering each record manually using the DIR's iform (or current form) online directly to the DIR on no less than every 30 days while Work is being performed and within 30 days after the final day of Work performed on the Project, and within ten (10) days of any request by District or Labor Commissioner at <http://www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html> or current application and URL, showing the name, address, social security number, work classification, straight time, and overtime hours worked each day and week, and the actual per diem wages paid to each

journeyman, apprentice, worker, or other employee employed by Contractor and/or each subcontractor in connection with the Work.

- 32.4 **Labor Compliance:** Contractor shall perform the Work of the Project while complying with all the applicable regulations, including section 16000, et seq., of Title 8 of the California Code of Regulations and is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations.
33. **ANTI-DISCRIMINATION:** Contractor herein agrees to comply with the provisions of the California Fair Employment and Housing Act as set forth in part 2.8 of division 3 of the California Government Code, commencing at section 12900; the Federal Civil Rights Act of 1964, as set forth in Public Law 88-352, and all amendments thereto; Executive Order 11246; and all administrative rules and regulations found to be applicable to Contractor and all of its subcontractors. In addition, Contractor agrees to require like compliance by all its subcontractor(s).
34. **ANTI-TRUST CLAIM:** Contractor and its subcontractor(s) agree to assign to District all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or a subcontract. This assignment shall be made and become effective at the time District tenders final payment to Contractor, without further acknowledgment by the parties.
35. **CONTRACTOR CLAIMS:** In the event of any demand by Contractor for (A) a time extension, including, without limitation, for relief from damages or penalties for delay assessed by District under the Contract, (B) payment by District of money or damages arising from work done by, or on behalf of, Contractor pursuant to the Contract and payment of which is not otherwise expressly provided for or to which Contractor is not otherwise entitled to, or (C) an amount of payment disputed by District, the parties shall attempt to resolve the dispute by those procedures set forth in Public Contract Code section 9204 and/or Article 1.5 (commencing with section 20104) of Chapter 1, Part, 3, Division 2, of the Public Contract Code, if applicable, the provisions of which are each attached hereto and incorporated herein by this reference. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, Contractor shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to Contractor's right to bring a civil action against District. For purposes of those provisions, the running of the time within which a claim must be presented to District shall be tolled from the time Contractor submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process. Pending resolution of the dispute, Contractor and its subcontractors shall continue to perform the Work under the Contract and shall not cause a delay of the Work, including the disputed work, during any dispute, claim, negotiation, mediation, or arbitration proceeding, except by written agreement of District.
36. **ATTORNEY FEES/COSTS:** Should litigation be necessary to enforce any terms or provisions of this Contract, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
37. **TERMINATION:** If Contractor fails to perform the Services and Contractor's duties to the satisfaction of District, or if Contractor fails to fulfill in a timely and professional manner Contractor's obligations under this Contract, or if Contractor violates any of the terms or provisions of this Contract, District shall have the right to terminate this Contract and/or Contractor's right to perform the Work of the Contract for cause effective immediately upon District giving written notice thereof to Contractor. Contractor and its performance bond surety, if any, shall be liable for all damages caused to District by reason of Contractor's failure to perform and complete the Contract. District shall also have the right in its sole discretion to terminate the Contract and/or Contractor's right to perform the Work of the Contract for its own convenience upon District giving three (3) days' written notice thereof to Contractor. In case of a termination for convenience, Contractor shall be paid for the actual cost for labor, materials, and services performed including, without limitation, Contractor's and its subcontractor(s)' mobilization and/or demobilization costs, that is unpaid and can be

documented through timesheets, invoices, receipts, or otherwise. Termination shall have no effect upon any of the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of termination. In the event termination for cause is determined to have not been for cause, the termination shall be deemed to have been a termination for convenience effective as of the same date as the purported termination for cause.

38. **ASSIGNMENT OF CONTRACT:** Contractor shall not assign or transfer in any way any or all of its rights, burdens, duties, or obligations under this Contract without the prior written consent of District.
39. **TIME IS OF THE ESSENCE:** Time is of the essence in the performance of and compliance with each of the provisions and conditions of this Contract.
40. **CALCULATION OF TIME:** For the purposes of this Contract, "days" refers to calendar days unless otherwise specified.
41. **GOVERNING LAW:** This Contract shall be governed by and construed in accordance with the laws of the State of California with venue of any action in a County in which District administration office is located.
42. **BINDING CONTRACT:** This Contract shall be binding upon the parties hereto and upon their successors and assigns, and shall inure to the benefit of said parties and their successors and assigns.
43. **DISTRICT WAIVER:** District's waiver of any term, condition, covenant or waiver of a breach of any term, condition or covenant shall not constitute the waiver of any other term, condition or covenant or the waiver of a breach of any other term, condition or covenant.
44. **CAPTIONS AND INTERPRETATIONS:** Paragraph headings in this Contract are used solely for convenience, and shall be wholly disregarded in the construction of this Contract. No provision of this Contract shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Contract shall be construed as if jointly prepared by the parties.
45. **INVALID TERM:** If any provision of this Contract is declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining parts, terms and provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, term or provision will be deemed not to be a part of this Contract.
46. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED:** Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included therein.
47. **ENTIRE CONTRACT:** This Contract sets forth the entire agreement between the parties hereto and fully supersedes any and all prior agreements, understandings, written or oral, between the parties hereto pertaining to the subject matter thereof.
48. **NO ORAL MODIFICATIONS:** No oral agreement or conversation with any officer, agent, or employee of District, either before or after execution of Contract, shall affect or modify any of the terms or obligations contained in any of the documents comprising the Contract.

## **Public Contract Code section 9204**

(a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3) (A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) "Public entity" shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2) (A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on their own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2027, and as of that date is repealed, unless a later enacted statute that is enacted before January 1, 2027, deletes or extends that date.

## **Public Contract Code sections 20104 – 20104.6**

### **§ 20104.**

(a) (1) This article applies to all public works claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between a contractor and a local agency.

(2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.

(b) (1) "Public work" means "public works contract" as defined in Section 1101 but does not include any work or improvement contracted for by the state or the Regents of the University of California.

(2) "Claim" means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the local agency.

(c) The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.

(d) This article applies only to contracts entered into on or after January 1, 1991.

### **§ 20104.2.**

For any claim subject to this article, the following requirements apply:

(a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

(b) (1) For claims of less than fifty thousand dollars (\$50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

(c) (1) For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

(d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(e) Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

(f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.



**§ 20104.4.**

The following procedures are established for all civil actions filed to resolve claims subject to this article:

(a) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

(b) (1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

(c) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

**§ 20104.6.**

(a) No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.

(b) In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

**EXHIBIT "A"**  
**SCOPE OF WORK**



*The first name in turf ...and all that's around it.*

Scope of Work for Rosemont High School Field Replacement

Demo/Disposal of Existing Turf and Infill – Duration 7-10 Days

Regrade of Existing Stone – Duration 2 Days

Installation of New 3D3 Turf – Duration 21-28 days (weather dependent)

Installation of New Infill – Duration 3-5 Days (weather dependent)

**EXHIBIT "B"**  
**CUT SHEET**



**ROOTZONE 3D3 BLEND 60**

AstroTurf's RootZone® 3D3 Blend now includes the exciting new TRIONIC monofilament fiber as a standard feature. For the first time in the history of the industry, our experts have molecularly fused Polyethylene and Nylon into a single Trionic fiber. That translates to softness AND durability.

AstroTurf's RootZone 3D Series boasts the RootZone technology. The RootZone is a system of texturized fibers that curl down to create a net-like matrix that encapsulates infill - dramatically reducing infill spray during play and infill migration over time.

The RootZone's benefits are numerous. RootZone 3D fields offer grass-like traction, per independently funded, peer reviewed research by Michigan State University. Plus, by better keeping infill in place, the RootZone promotes more consistent footing and more uniform shock absorption over time. And with a more uniform infill level, UV exposure to the fibers is more consistent across the field, which boosts the field's longevity.

With three unique fibers - the RootZone, Trionic monofilament fibers and ultra-durable slit film fibers— the RootZone 3D3 Trionic Blend offers exceptional durability, player protection and aesthetics.

*"We've been thrilled with our new Trionic field from AstroTurf. It's allowed us to utilize Memorial for football, soccer, lacrosse and even PE classes, no matter what the weather has had in store. And with the Trionic field we have the confidence that it'll hold up to the heavy usage we need for years to come."*

**Ed Ploof**, Athletic Director, Bellarmine Prep (Tacoma, WA)

**ROOTZONE 3D3 BLEND**



Colors to be manufactured with PE Legend Fiber

- ◆ Exclusive, precise in-house fiber masterbatch formulations with cutting edge ultraviolet and heat stabilizers
- ◆ Trionic monofilament fibers featuring a proprietary co-polymer blend of Polyethylene and Nylon in a single fiber
- ◆ Entanglement technology, wherein we entangle molecular side chains to reinforce the fiber and prevent splitting
- ◆ Extremely durable slit film fibers
- ◆ RootZone infill stabilization system
- ◆ Multi-layer woven primary backing
- ◆ The latest polyurethane technology to enhance tuft lock, dimensional stability and fiber adhesion, with polymer formulations engineered in Germany and applied in our own American factory



Boys' Latin School - Baltimore, MD



Oklahoma State University - Stillwater, OK



De La Salle High School - Concord, CA



Kansas State University - Manhattan, KS

**ROOTZONE 3D3 BLEND 60**

FOOTBALL • SOCCER • LACROSSE • MULTISPORT

FINISH FABRIC	VALUE	ASTM TEST METHOD
Face Yarn Type	Trionic PE/PA Co-Polymer Monofilament, Polyethylene Slit Film and RootZone	N/A
Yarn Denier	15,400 (6 ends/1,800 per end for Mono, 10,000 per end for Slit Film and 8 ends/625 denier per end for RootZone)	D-1577
Yarn Thickness	330 microns for Mono, 115 microns for Slit Film and 100 microns for RootZone	D-3218
Pile Weight	60 oz per SY	D- 5848
Finished Pile Height	2.0"	D-5823
Standard Field Color	Field/Lime Green, Field Green	None
Construction	Tufted	None
Turf Density	1,080 oz/yd <sup>2</sup>	HUD 44d
Gauge:	3/8"	D-5793
Primary Backing	6.5 oz per SY Multilayer Polypropylene/Polyester	D- 5848
Secondary Backing	20 oz per SY Polyurethane	D- 5848
Total Carpet Weight	86.5 oz per SY (+/- 5%)	D-5848
Turf Roll Dimensions	15' wide by custom lengths up to 220'	N/A
Perforations	3/16" holes on staggered 4" (approximate) centers	N/A
Turf Permeability	> 30" +/- per hour	F-1551
Tuft Bind	> 8 lbs	D-1335
Grab Tear Strength (Average)	> 200 lbs	D-5034
Lead Content	< 50 ppm	F-2765
Elongation to Break	> 50%	D-2256
Yarn Breaking Strength	> 20 lbs	D-2256
Yarn Melting Point	248° F (Slit Film) / 258° F (Trionic)	D-789
Flammability	TEST PASSED	D-2859

**Some of our installations include:**

Alamodome (TX)  
 Anne Arundel County Schools (MD)  
 Appleton Area School District (WI)  
 Arizona Cardinals Practice Field (AZ)  
 Austin ISD (TX)  
 Bellarmine Prep (WA)  
 Beverly Hills Unified School District (CA)  
 Boston College (MA)  
 Brother Rice High School (MI)  
 Cheyenne Mountain School District 12 (CO)  
 Colorado Rapids Youth Soccer Academy (CO)  
 Corpus Christi ISD (TX)

Davenport University (MI)  
 De La Salle High School (CA)  
 University of Delaware (DE)  
 DePaul University (IN)  
 East Rochester High School (NY)  
 El Paso Gridley High School (IL)  
 Evangel University (MO)  
 Fore Kicks Soccer Complex (MA)  
 Global Premier Soccer (NH)  
 Grand Canyon University (AZ)  
 Greensboro College (NC)  
 Kansas State University (KS)

Los Angeles Unified School District (CA)  
 Liberty University (VA)  
 Marin Catholic High School (CA)  
 The McCallie School (TN)  
 Mississippi State University (MS)  
 North Broward Prep (FL)  
 Oconee County Schools (GA)  
 The Ohio State University (OH)  
 University of Oklahoma (OK)  
 Oklahoma State University (OK)  
 Paramus Catholic High School (NY)  
 Penn State University (PA)

Ringgold High School (PA)  
 Saint John Bosco High School (CA)  
 Salina High School (KS)  
 Sam Houston State University (TX)  
 Silverlakes Equestrian & Sports Park (CA)  
 Texas A&M University (TX)  
 Tri-Town High School (ME)  
 Tulane University (LA)  
 University Liggett School (MI)  
 Utah State University (UT)  
 Viera Regional Park (FL)  
 The Village School (TX)



Note: Valid 01/01/2020 - 12/31/2020. Any change from the specified values is considered a special product that will require confirmation from manufacturing prior to ordering. All values are ± 2%. AstroTurf® has the right to modify technical specifications on the above mentioned product. Delivered products can slightly differ from the technical data. AstroTurf® guarantees the technical quality of the proposed article.



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 (800) 723-TURF | halo@astroturf.com  
 www.astroturf.com | @AstroTurfUSA

EXHIBIT "C"  
SAMPLE WARRANTY

# AstroTurf Corporation

THE WORLD LEADER IN SPORTS & RECREATION SURFACES



## 2022 AstroTurf Decade Warranty

AstroTurf Corporation, ("AstroTurf") warrants the synthetic grass surface (the "Product") 2022 Sample Warranty (the "Project") for a period of ten (10) years from the date of Substantial Completion of **Product Installation** against defects in materials, including ultraviolet degradation, excessive fading. AstroTurf will repair or replace, as it deems necessary, those materials that exhibit such defects resulting from materials, at no cost to the Owner. **AstroTurf Corporation** and **2022 SAMPLE** both agreed that this ten (10) year warranty is contingent upon the receipt of a ten (10) year maintenance package purchase and four (4) AAA Testing visits by **2022 SAMPLE** from **AstroTurf Corporation or Certified AstroTurf Provider**. The maintenance contract must be received before the first-year anniversary of the completion date (mm/dd/2022) for this warranty to be active. Otherwise, this ten (10) year warranty will revert to an 8-Year Standard AstroTurf Warranty.

**AstroTurf Corporation** also guarantees the average G-Max level of its field will not exceed 165 for the duration of the warranty. If the average of the G-Max readings exceeds 165 during the warranty period, AstroTurf will take necessary measures, at no cost to the Owner to return the G-Max scores to, or below 165. G-Max is dependent upon proper field maintenance as outlined in the AstroTurf Owner's and Maintenance Manual and will be considered material in the event the G-Max values exceed 165.

The recommendations for proper maintenance of the AstroTurf surface, as outlined in the "**Owners' Manual and Guidelines**" (attached hereto), shall be considered material in determining neglect or improper maintenance of the synthetic grass surface and is an integral part of this Warranty. This Warranty does not pertain to or obligate AstroTurf in any way regarding materials applied or labor performed not under AstroTurf's control, or which was supplied or performed by others who are not parties to the performance contract or this Warranty. That is, AstroTurf will not warrant the performance or suitability of the sub-base, drainage system, and other items incorporated in the project as a whole.

This Warranty will be voided if any other contractor or turf manufacturer performs any repair service or maintenance on the AstroTurf field, with the following exceptions:

1. Employees of AstroTurf.
2. Independent installation or maintenance teams employed directly by AstroTurf or the Owner who have been certified and trained by AstroTurf to provide needed service or maintenance.
3. Employees or agents of the Owner, who systematically follow the Maintenance Guidelines provided by AstroTurf for maintaining the field; and who, under certain circumstances, may perform minor or emergency repair functions as per the Maintenance Guidelines.

Note: AstroTurf's Service Department may also approve or certify certain entities or individuals to protect and/or provide care for the product in place in conjunction and consultation with the Owner (such as concert promoters and others who may need to cover and protect the surface for non-athletic uses).

AstroTurf does not warrant against damage caused, directly or indirectly, by accident, negligence, abuse, neglect, vandalism, excessively heavy, dirty, or leaking equipment or vehicles, metal cleats in excess of ½ inch in length, animals, fire, including firework displays, floods, chemical reactions, static or dynamic loads exceeding AstroTurf specifications at the time of substantial completion of the installation (defined as the driving of motorized vehicles on the surface with tires that exceed 35 psi, loaded or unloaded, or the driving of motorized vehicles of

**AstroTurf.**

AN  
**AstroTurf Corporation**  
GLOBAL BRAND

2680 Abutment Rd, Dalton, GA 30721  
TF (800) 723 – TURF (8873) help@astroturf.com

# AstroTurf Corporation

THE WORLD LEADER IN SPORTS & RECREATION SURFACES

**AstroTurf**  
FIELD

**Rekortan**  
TRACKS

**Laykold**  
COURTS

**SYN LAWN**  
LANDSCAPE

any kind at a speed of more than 5 miles per hour). Static loads on the field that exceed 2 psi must not be allowed for more than 1 hour without appropriate steps taken to spread the load by means of protective layers of fabric and plywood or other suitable load-spreading materials.

The use of dry-cleaning fluids or improper cleaning methods, including high pressure water sprays exceeding 250 psi is not covered by the Warranty. Also, unsuitable paints and unsuitable paint removal chemicals and procedures are excluded from the Warranty. Other acts of God, such as tornados, lightning, hailstorms, sandstorms, volcanic activity, and unusual atmospheric conditions are also excluded.

AstroTurf does not warrant the system against normal wear and tear. Should a claim for damage be made, this claim will be evaluated and determined by an independent third party such as an independent lab specializing in synthetic grass. "Normal wear and tear" are defined as use of the field for athletic events totaling more than 1800 hours per year, as logged by the Owner. If you have a Baseball or Softball field Sliding boxes, base paths and batters' and catchers' boxes are areas that cannot be covered by any set amount of use levels and are not covered for unlimited wear by the Warranty. (These areas will likely need to be replaced during the warranty period, depending on use and maintenance efforts). Furthermore, AstroTurf warrants that the system shall not lose more than 60% of its pile weight during the Warranty period, and not more than 10% per year in any given year (excluding the high use areas per ASTM D-412). Finally, improper, or faulty subsurface preparation, failure of the subsurface after installation--including settling of the surface, changes in water table, or changes resulting in inadequate drainage--are not covered by the AstroTurf Warranty.

AstroTurf's obligations under this warranty are restricted to the repair or, at its sole discretion, replacement of all or a portion of the affected parts covered by this Warranty. AstroTurf's liability under this Warranty is limited to the installed material and labor cost of the item to be repaired or replaced. The remedy of repair or replacement set forth in this Warranty shall be the sole remedy and AstroTurf shall have no other obligations or liability in connection with any matter, including without limitation, to damages for personal injury or damages related to lost revenue, increased costs, "downtime" and all other indirect or consequential damages.

This Warranty is expressly in lieu of all conditions, representations and Warranties expressed or implied in fact or in law or otherwise, including without limitation, any implied conditions, or Warranties as to merchantability or fitness for a particular purpose. No person or party is authorized to create any obligation or liability for AstroTurf other than the person authorized to execute this Warranty for AstroTurf, and only the guarantee expressed herein shall apply. The obligations of AstroTurf under the warranty are subject to full payment of all funds due to AstroTurf for materials and/or labor related to the above referenced Project. AstroTurf will respond to all Warranty claims promptly so long as the Owner's account is in good standing at the time of the claim. Furthermore, all claims by the Owner made under the foregoing Warranty shall be invalid and null and void unless made in writing to AstroTurf within ten (10) years from the date of substantial completion of the Project (and within thirty (30) days of the Owner observing issues directly related to its claim). This Warranty is not transferable and is made between the parties listed below and is governed by the laws of the State of Georgia.

Date of Substantial Completion: mm/dd/2022

Issued to Owner: 2022 Sample Warranty

Project Location: 2022 Sample Warranty

Expiration Date: mm/dd/2032

**AstroTurf**

AN  
**AstroTurf Corporation**  
GLOBAL BRAND

2680 Abutment Rd, Dalton, GA 30721  
TF (800) 723 – TURF (8873) help@astroturf.com

# AstroTurf Corporation

THE WORLD LEADER IN SPORTS & RECREATION SURFACES

**AstroTurf**  
FIELDS

**Rekortan**  
TRACKS

**Laykold**  
COURTS

**SYN LAWN**  
LANDSCAPE

Approved by **AstroTurf Corporation**:

**By:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
Vice President of Operations

**Witness:** \_\_\_\_\_ **Date:** \_\_\_\_\_

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SAMPLE

**AstroTurf**

AN  
**AstroTurf Corporation**  
GLOBAL BRAND

2680 Abutment Rd, Dalton, GA 30721  
TF (800) 723 – TURF (8873) help@astroturf.com

**PREVAILING WAGE CERTIFICATION**

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.

Date: 4/1/2022

Proper Name of Contractor: AstroTurf Corporation

Signature: *John Currence*

Print Name: John Currence

Title: Director of Quality Operations



**WORKERS' COMPENSATION CERTIFICATION**

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.
- 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: 4/1/2022

Proper Name of Contractor: AstroTurf Corporation

Signature: *John Currence*

Print Name: John Currence

Title: Director of Quality Operations

(In accordance with Article 5 - commencing at section 1860, chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any Work under this Contract.)

**CRIMINAL BACKGROUND INVESTIGATION  
/FINGERPRINTING CERTIFICATION**

The undersigned does hereby certify to District that I am a representative of Contractor currently under contract with 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 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: Alberto Guevara  
Title: crew Supervisor

**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), 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 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.

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 Contractor performs the criminal background check, it shall immediately provide any subsequent arrest and conviction information it receives to 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 Government 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**

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 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 Government 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 Contractor.

[CONTINUED ON NEXT PAGE]

**ATTACHMENT "A"**

**List of Employees/Subcontractors**

**Name/Company:** To Be Determined

**Name/Company:** \_\_\_\_\_

**Name/Company:** \_\_\_\_\_

**Name/Company:** \_\_\_\_\_

**Name/Company:** \_\_\_\_\_

**Name/Company:** \_\_\_\_\_

**Name/Company:** \_\_\_\_\_

**Name/Company:** \_\_\_\_\_

**Name/Company:** \_\_\_\_\_

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**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.

Date: 4/1/2022

Proper Name of Contractor: AstroTurf Corporation

Signature: *John Currence*

Print Name: John Currence

Title: Director of Quality operations

**ASBESTOS & OTHER HAZARDOUS MATERIALS CERTIFICATION**

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.

Contractor further certifies that it has instructed its employees with respect to the above-mentioned standards, hazards, risks, and liabilities.

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 (.1%) asbestos shall be defined as asbestos-containing material.

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 District's determination. The costs of any such tests shall be paid by Contractor if the material is found to be New Hazardous Material.

All Work or materials found to be New Hazardous Material or Work or material installed with New Hazardous Material containing equipment will be immediately rejected and this Work will be removed at Contractor's expense at no additional cost to District.

Contractor has read and understood the document 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: 4/1/2022

Name of Contractor: AstroTurf Corporation

Signature: *John Currence*

Print Name: John Currence

Title: Director of Quality operations

**LEAD-PRODUCT(S) CERTIFICATION**

California Occupational Safety and Health Administration (CalOSHA), Environmental Protection Agency (EPA), California Department of Health Services (DHS), California Department of Education (CDE), and the Consumer Product Safety Commission (CPSC) regulate lead-containing paint and lead products.

Because Contractor and its employees will be providing services for District, and because 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 District. All school buildings built prior to 1993 are presumed to contain some lead-based paint until sampling proves otherwise.

The CDE mandates that school districts utilize DHS lead-certified personnel when a lead-based hazard is identified. Examples of lead-certified personnel include: project designers, inspectors, and abatement workers. Furthermore, since it is assumed by District that all painted surfaces (interior as well as exterior) within District contain some level of lead, it is imperative that 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)**. Any and all Work which may result in the disturbance of lead-containing building materials must be coordinated through District.

The California Education Code also prohibits the use or import of lead-containing paint, lead plumbing and solders, or other potential sources of lead contamination in the construction of any new school facility or in the modernization or renovation of any existing school facility. Contractor shall provide District with any sample results prior to beginning Work, during the Work, and after the completion of the Work. District may request to examine, prior to the commencement of the Work, the lead training records of each employee of Contractor.

All contractors who disturb lead-based paint in a six-square-foot area or greater indoors or a 20-square-foot area or greater outdoors shall comply with the Renovation, Repair and Painting Rule, shall receive training from a U.S. EPA-accredited training provider, and shall be certified by the U.S. EPA. Contractor, its workers and subcontractors must fully and adequately comply 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).

If failure to comply with these laws, rules, and regulations results in a site or worker contamination, Contractor will be held solely responsible for all costs involved in any required corrective actions, and shall defend, indemnify and hold harmless 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 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 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 District.

THE UNDERSIGNED HEREBY ACKNOWLEDGES, UNDER PENALTY OF PERJURY, THAT HE OR SHE HAS RECEIVED NOTIFICATION OF POTENTIAL LEAD-BASED MATERIALS ON THE OWNER'S PROPERTY, AS WELL AS THE EXISTENCE OF APPLICABLE LAWS, RULES AND REGULATIONS GOVERNING WORK WITH, AND DISPOSAL OF, SUCH MATERIALS WITH WHICH IT MUST COMPLY. THE UNDERSIGNED ALSO WARRANTS THAT HE OR SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF AND BIND CONTRACTOR.

Date: 4/1/2022

Name of Contractor: AstroTurf Corporation

Signature: *John Currence*

Print Name: John Currence

Title: Director of Quality operations

**REGISTERED SUBCONTRACTORS LIST  
(Labor Code Section 1771.1)**

PROJECT: Rosemont Field Replacement 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 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: \_\_\_\_\_

Date: 4/1/2022

Name of Contractor: AstroTurf Corporation

Signature: *John Currence*

Print Name: John Currence

Title: Director of Quality operations



**COVID-19 VACCINATION/TESTING CERTIFICATION**

The California Department of Public Health ("CDPH") requires, pursuant to its August 11, 2021, Order ("Order"), that all public and private schools serving students in transitional kindergarten through grade twelve, unless exempt, are required to verify the vaccine status of all K-12 school workers. Further, pursuant to the Order, all such schools are required to verify that all workers are either fully vaccinated or undergo weekly diagnostic testing.

On October 12, 2021, the Board of Education of the Sacramento City Unified School District ("District" or "SCUSD") approved Resolution No. 3233: Mandatory COVID-19 Vaccination for Eligible, Non-Exempt Students and Staff, providing that "all non-exempt SCUSD staff (including SCUSD partners, contractors, and other individuals who work directly with students and SCUSD staff on SCUSD facilities) must receive their first or second dose by November 30, 2021 as a condition of employment and a requirement for contracted services."

In light of these requirements, Contractor certifies that the following entity:

Astroturf Corporation

has verified that the Contractor and its subcontractors' personnel providing services at District's Project site(s):

- Have all been fully vaccinated in accordance with the District's Policy.
- Have not all been fully vaccinated, but those who are unvaccinated or not fully vaccinated undergo weekly diagnostic testing in accordance with the District's Policy.
- Have not been fully vaccinated and do not undergo weekly diagnostic testing in accordance with the District's Policy.

Contractor understands that the District's Project site will need to comply with the District's COVID-19 requirements for fully vaccinated personnel or unvaccinated personnel. Contractor will comply with District policy, and all applicable state and local laws for vaccinated and unvaccinated personnel.

**CERTIFICATION**

I, John Currence, certify that I am Contractor's Director of Quality operations and that I have made a diligent effort to ascertain the facts with regard to the representations made herein.

Date: 4/1/2022

Proper Name of Contractor: AstroTurf Corporation

Signature: *John Currence*

Print Name: John Currence

Title: Director of Quality operations

**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 Sacramento City Unified School District, ("District") and AstroTurf Corporation ("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:

**Rosemont Field Replacement Project**

("Project" or "Contract") which Contract dated \_\_\_\_\_, 2022, 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 \_\_\_\_\_, 2022.

_____	_____
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.**

**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 Sacramento City Unified School District, ("District") and AstroTurf Corporation, ("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:

**Rosemont Field Replacement Project**

("Project" or "Contract") which Contract dated \_\_\_\_\_, 2022, 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 \_\_\_\_\_, 2022.

_____	_____
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.**



March 22, 2023

Brendin Swanson  
Sacramento City Unified School District  
5735 4<sup>th</sup> Avenue,  
Sacramento, CA 95833

**RE: LBHS EMERGENCY CLASSROOM REPAIR PROPOSAL**

Brendin:

We are pleased to submit the following proposal for work related to the above referenced project. We propose to furnish all necessary labor, material, equipment and supervision to complete the work, per attached LBHS Emergency Classroom Repair Scope, and as specified below, for the sum of: **\$168,279**

**COST BREAKDOWN:**

- 1. General Conditions: .....41,324
- 2. Building J1 & J2 Repairs:..... 101,270
- 3. Balance of Scope: .....25,685
- Total:.....\$168,279**

**ALLOWANCES INCLUDED IN THE TOTAL AFTER FEE:**

- 1. Allowance Flooring Underlayment: .....**\$7,500**

**VALUE ENGINEERING ALTERNATES NOT INCLUDED IN THE TOTAL:**

- 1. Broadloom vs. Carpet Tile:..... <**\$1,200**>

**SCHEDULE OF VALUES:**

- 1. General Provisions:.....41,324
- 2. Demolition: .....6,017
- 3. Landscaping:.....17,700
- 4. Rough Carpentry:.....12,167
- 5. Doors, Frames and Hardware: .....2,833
- 6. Building Insulation: .....1,200
- 7. Roofing: .....38,000
- 8. Acoustical Ceiling: .....9,133
- 9. Flooring .....12,200
- 10. Painting:.....2,020

1717 Second Street  
Sacramento CA 95811  
TEL 916.441.6870  
FAX 916.441.6138



11. Overhead & Fee 10%: .....	14,259
12. Bonds and Insurance 1.24%: .....	3,926
13. Allowance Flooring Underlayment: .....	<u>7,500</u>
<b>Total: .....</b>	<b>\$168,279</b>

**EXCLUDED:**

1. Wall coverings, window treatments or coverings, systems or office furniture, appliances
2. All Mechanical, Electrical and Plumbing
3. Temporary facilities, or utilities for building occupants
4. Excessive floor prep (i.e. ramping or leveling, major crack filling, or grinding)
5. Independent inspections, special inspections, 3<sup>rd</sup> party commissioning, testing, or fees.
6. Shift work and overtime costs (Regular hours are defined as; M-F 7:00 AM to 3:30 PM)
7. Hazardous materials testing, abatement, disposal, and Air Quality Management fees
8. Utility costs or fees
9. Permits, governmental or utility fees
10. Architectural and engineering fees

Please give me a call if you have any questions.

Sincerely,

OTTO CONSTRUCTION

By: \_\_\_\_\_  
Sidney Adams  
Project Manager

**LBHS Emergency Repairs J1 & J2**

**Estimate**

**3/22/2023**

DESCRIPTION	QUANTITY	UNIT	\$/UNIT	COST	TOTAL
<b>General Provisions</b>					<b>41,324.00</b>
Project Manager			included	included	
Foreman	6.0	wks	4,446.40	26,678.00	
Safety Material/Equip			included	included	
First Aid Equipment			included	included	
Construction Fence	240	lf	15.00	3,600.00	
Temp Power/Utility Cost			utilizing district power		
Dryers & Dehumidifiers			excluded; by district if required	per Brendin	
Telehandler Reach Lift	1	mo	3,734.00	3,734.00	United Rentals
Equipment Fuel	1	ls	250.00	250.00	
Consumables/Sundries	1	ls	250.00	250.00	
Fire Extinguishers - Job	2	ea	25.00	50.00	1/bldg
Storage Containers	1	ea	750.00	750.00	delivery & rental
Dumpster	3	ea	650.00	1,950.00	
Portable Toilet & Wash	6	wks	230.00	1,380.00	
Daily Clean-up AL	24	hr	70.10	1,682.00	4hrs/wk
Detail Final Cleaning	1	bid	1,000.00	1,000.00	CBOC
<b>Demolition</b>					<b>6,017.00</b>
General Demolition JL	40	hr	80.32	3,213.00	
General Demolition AL	40	hr	70.10	2,804.00	
Abatement			excluded	excluded	by district
Testing			excluded	excluded	by district
<b>Sitework</b>					<b>Excluded</b>
Sitework			excluded	excluded	
<b>Landscaping</b>					<b>17,700.00</b>
Tree Removal	1	bid	17,700.00	17,700.00	Al's Land Clearing
<b>Rough Carpentry</b>					<b>12,167.00</b>
Ceiling Framing JC	48	hr	104.18	5,001.00	
Ceiling Framing AC	48	hr	97.20	4,666.00	
Material	1	ls	2,500.00	2,500.00	
Flooring Underlayment			excluded	excluded	
<b>Finish Carpentry</b>					<b>Excluded</b>
Finish Carpentry			excluded	excluded	
<b>Doors, Frames, Hardware</b>					<b>2,833.00</b>
J1 Door	1	ls	1500.00	1,500.00	
Install Replacement J1 Door	8	hr	104.18	833.00	
Paint J1 Door	1	ls	500.00	500.00	
<b>Glass &amp; Glazing</b>					<b>Excluded</b>
Glass & Glazing			excluded	excluded	
<b>Metal Studs &amp; Drywall</b>					<b>Excluded</b>
Metal Studs & Drywall			excluded	excluded	
<b>Building Insulation</b>					<b>1,200.00</b>
Ceiling Insulation	600	sf	2.00	1,200.00	
Wall Insulation			excluded	excluded	
<b>Roofing</b>					<b>38,000.00</b>
Roofing	1	bid	36,800.00	36,800.00	Cal Single Ply
Disposal	1	ls	1,200.00	1,200.00	
<b>Acoustical Ceiling</b>					<b>9,133.00</b>
Acoustical Ceiling	1	bid	9,133.00	9,133.00	Cemco



**LBHS Emergency Repairs J1 & J2**  
**Estimate**  
**3/22/2023**

DESCRIPTION	QUANTITY	UNIT	\$/UNIT	COST	TOTAL
<b>Floor Covering</b>					<b>12,200.00</b>
Carpet, VCT & Base	1	bid	12,200.00	12,200.00	CCF
<b>Painting</b>					<b>2,020.00</b>
Exterior	1	bid	2,020.00	2,020.00	Mason Paint
Interior			excluded	excluded	
<b>Wall Covering</b>					<b>Excluded</b>
Wall Covering			excluded	excluded	
<b>Specialties</b>					<b>Excluded</b>
Specialties			excluded	excluded	
<b>Fire Sprinklers</b>					<b>Excluded</b>
Fire Sprinklers			excluded	excluded	
<b>Plumbing</b>					<b>Excluded</b>
Plumbing			excluded	excluded	
<b>Heat, Vent, Air Condition</b>					<b>Excluded</b>
HVAC			excluded	excluded	
<b>Electrical</b>					<b>Excluded</b>
Electrical			excluded	excluded	
<b>SUBTOTAL</b>				142,594.00	<b>\$ 142,594.00</b>
<b>Bond 1%</b>					<b>1,426.00</b>
<b>Fee 10%</b>					<b>14,259.00</b>
<b>Blanket Builders Risk Ins.</b>					<b>2,500.00</b>
<b>SUBTOTAL</b>					<b>\$ 160,779.00</b>
<b>Flooring Underlayment Allowance</b>					<b>7,500.00</b>
<b>Contingency 0%</b>					<b>Excluded</b>
<b>TOTAL</b>					<b>\$ 168,279.00</b>



## **LBHS Emergency Classroom Repair Scope**

### **Classroom J1**

- Moving and temp storage of classroom contents
- Dehumidify classroom prior to work
- Complete removal and replacement of built-up roof system
- Complete removal and replacement of interior carpet and VCT flooring (including 4" cove base)
- Complete removal and replacement of drop in ceiling tile
- T-bar repairs as needed at new roof framing
- Roof insulation removal and replacement as needed at new roof framing
- Removal of damaged roof sheathing, roof framing, soffit panel and trim, and roof fascia
- Installation of new roof framing, roof sheathing, soffit panel and trim, and roof fascia. Materials to match in like kind
- Exterior paint as needed at repair work to match existing color
- J1 door replacement painted to match

### **Classroom J2**

- Moving and temp storage of classroom contents
- Dehumidify classroom prior to work
- Complete removal and replacement of built-up roof system
- Complete removal and replacement of interior carpet and VCT flooring (including 4" cove base)
- Complete removal and replacement of drop in ceiling tile

### **Site Work**

- Complete removal of fallen eucalyptus tree debris
- Complete removal of remaining eucalyptus tree, stump grinding included



## Inspector Agreement

THIS INSPECTOR AGREEMENT ("Agreement") is entered into as of April 26, 2023 by and between the Sacramento City Unified School District, a California public school district (the "DISTRICT") and Jay Shimansky dba Shimansky Enterprises, an Independent Contractor, hereinafter referred to as "INSPECTOR". District and Inspector are each a "Party" and together are the "Parties" to this Agreement.

### RECITALS:

A. DISTRICT intends to construct, Cesar Chavez / Edward Kemble Elementary School New Construction and Modernization, hereinafter the "Project".

B. Education Code section 17311 and Title 24 of the California Code of Regulations (hereinafter "Title 24") require DISTRICT to provide for competent, adequate and continuous inspection for each construction project by a project inspector satisfactory to the Architect or Structural Engineer in general responsible charge of observation of the work of construction.

C. DISTRICT desires to retain INSPECTOR to provide inspection services on the Project. INSPECTOR shall have all of the duties and responsibilities of an inspector, as set forth in Education Code section 17309 et seq. Title 24 of the California Code of Regulations, including sections 4-336 and 4-342.

D. Government Code section 53060 authorizes DISTRICT to contract with persons to furnish special services and advice to District in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required.

E. INSPECTOR is at least 25 years of age, has had at least three years prior experience in inspection or construction work on building projects of a type similar to the projects for which INSPECTOR is proposed as the inspector, has a thorough knowledge of building materials, is able to read and interpret plans and specifications and has been approved as a project inspector by the Structural Safety Section, Division of the State Architect (hereinafter "DSA").

F. DISTRICT desires to contract with INSPECTOR to provide inspection services to DISTRICT on the terms and conditions set forth below, and INSPECTOR desires the same. INSPECTOR acknowledges that District is required to obtain DSA approval prior to using INSPECTOR'S services on the project. INSPECTOR agrees to do all acts necessary to timely obtain DSA approval.

In consideration of the mutual covenants contained herein, the parties agree as follows:

### **ARTICLE 1: DUTIES OF THE INSPECTOR**

The duties of the INSPECTOR shall include the duties of the inspector set forth in Education Code sections 17309 et seq., and Title 24 of the California Code of Regulations, and future amendments thereto, including the duties set forth below.

A. General. INSPECTOR shall provide competent, adequate, and continuous inspection during construction or alteration satisfactory to the Project Manager, Architect and DSA. INSPECTOR shall act under the direction of the Architect, or Structural Engineer if applicable, as

the Board of Education of DISTRICT may direct. While performing the services contemplated by this Agreement, INSPECTOR agrees to comply with all applicable laws and regulations.

B. Continuous Inspection Services. In fulfilling Inspector's responsibilities, INSPECTOR shall represent DISTRICT as the inspector on the Project job site. INSPECTOR shall have personal knowledge, obtained by his personal and continuous inspection of the work of construction at all stages of its progress, that the requirements of the approved plans and specifications are being completely executed.

Continuous inspection means complete inspection of every part of the work to insure a workmanlike job is constructed in conformity with the contract documents, all applicable requirements of the DSA and all applicable federal and state laws and local ordinances.

Work such as concrete work or brick work which can be inspected only as it is placed will require the constant presence of INSPECTOR. Other types of work which can be completely inspected after the work is installed may be carried on while INSPECTOR is not present. In any case, INSPECTOR must personally inspect every part of the work. In no event shall INSPECTOR have or assume any duties which will prevent INSPECTOR from continuous inspection of the work of construction in all stages of its progress at the site where INSPECTOR is responsible for inspection.

C. Personal Knowledge. INSPECTOR may obtain personal knowledge of the work of construction, either on site or off site, performed under the inspection of a special inspector or inspector, if any (Section 4-333 of Title 24), from the reporting of others on testing or inspection of materials and workmanship for compliance with the plans, specifications and applicable standards. The exercise of reasonable diligence to obtain the facts shall be required.

D. Relations With Architect Or Engineer. INSPECTOR shall work under the general direction of the Architect or Structural Engineer. All inconsistencies or seeming errors in the plans and specifications shall be reported promptly to the Architect or Structural Engineer for interpretation and instructions. In no case, however, shall the instruction for the Architect or Structural Engineer be construed to cause work to be done which is not in conformity with the approved plans, specifications and change orders.

E. Job File. INSPECTOR shall keep a file of approved plans and specifications (including all approved addenda or change orders) on the job at all times, and shall immediately return any unapproved documents to the Architect or Structural Engineer for proper action. INSPECTOR shall have and maintain on the job at all times all codes and documents referred to in the plans and specifications.

F. Semimonthly Reports. INSPECTOR shall keep the Architect or Structural Engineer thoroughly informed as to the progress of the work by making semimonthly reports in writing as required by Section 4-337 of Title 24, signed by the INSPECTOR. A copy of each such report shall be sent to the DISTRICT's Director of Facilities, or designee, and to DSA. Failure to comply with Section 4-337 is cause for DSA to withdraw approval of INSPECTOR.

G. Notifications to Division of the State Architect. INSPECTOR shall notify the DSA (1) when work is started on the Project or restarted if previously suspended per no. 4 below, (2) at least 48 hours in advance of the time when foundation trenches will be complete, ready for footing forms, (3) at least 48 hours in advance of the first pour of foundation concrete and 24 hours in

advance of any subsequent and significant concrete pour, and (4) when all work is suspended for a period of more than two weeks.

H. Construction Procedure Records. INSPECTOR shall keep a record of certain phases of construction procedure including but not limited to the following: (1) the time and date of placing concrete and the time and date of removal of forms in each portion of the structure; (2) identification marks of welders, lists of defective welds, manner of correction of defects, and other matters regarding welding operations; (3) penetration under the last ten (10) blows for each pile when piles are driven for foundations. All such records of construction procedure shall be kept on the job until completion of the work, and shall be made a part of the permanent school records.

I. Deviations. INSPECTOR shall notify the contractor, in writing, of any deviations from the approved plans and specifications which are not immediately corrected by the contractor when brought to contractor's attention. Copies of such notices shall be forwarded immediately to the District and Architect or Structural Engineer, and to the DSA. INSPECTOR shall safeguard the interest of the District in the construction of the project.

Failure on the part of INSPECTOR to notify the contractor of the deviations from the approved plans and specifications shall in no way relieve the contractor of any responsibility to complete the work covered by contractor's contract in accordance with the approved plans and specifications and all laws and regulations.

J. Verified Reports. From time to time, as the work of construction or alteration progresses, INSPECTOR shall prepare and submit to the DSA verified reports, signed by the Architect or Structural Engineer and INSPECTOR, upon forms prescribed by the DSA, based upon INSPECTOR'S personal knowledge (as defined in Education Code section 17309 that the work during the period covered by the report has been performed and materials have been used and installed, in every material respect, in compliance with the approved plans and specifications, setting forth such detailed statements of fact as are required by the DSA in accordance with Section 4-336 of Title 24. INSPECTOR shall also prepare and deliver to the DSA detailed statements of fact regarding materials, operations and other matters related to the work of construction when requested.

K. No Authority To Contract. INSPECTOR shall have no authority to contract on behalf of DISTRICT.

L. If not already set forth herein, INSPECTOR must:

- a. Be familiar with the plans, specifications, change orders, and the contractor's operations during all phases of the project.
- b. Observe, check and measure items used in the project for compliance with the plans, specifications, change orders, and technical instructions from the Architect.
- c. Maintain a daily report/log describing the general work performed by the contractor, noting problems, rejections of materials or work and unusual events. The report/log shall be filled daily, tersely and factually. The report/log shall reflect the contractor's activities each day. This and all other reports shall be timely and properly completed. All reports and records created or maintained by INSPECTOR shall be uploaded to the District's construction management program, e-Builder, and shall be District's sole property.
- d. Supervise on-site testing and ensure that all required tests are performed by a competent testing laboratory, contractor or engineer as specified in the Contract

Documents. Check and report to the Project Manager and the Architect laboratory tests indicating defective materials or other problems. Check billings from testing laboratories to see that billings reflect only tests actually requested and performed. Maintain a daily log of inspection by testing lab.

- e. Make sure that the required record drawings are accurately marked up as required.
- f. Report to the Project Manager and the Architect verbally and in writing: (1) poor performance by the contractor; (2) acts prejudicial to the District's interest; and, (3) work performed or materials used which are not in conformance with the Contract Documents.
- g. Assist the Project Manager and the Architect in the final inspection and project acceptance phase.
- h. Upon request, provide the District with a written report regarding contractor's performance on the Project.
- i. Maintain an effective working relationship with the contractor, District personnel and Architect.
- j. Be tactful, firm and fair in insisting that contractor adhere to the Contract Documents.
- k. Attempt to foresee methods or materials which will not be acceptable and immediately bring these facts to the contractor's attention in order to avoid removal of work already in place.
- l. Attempt to anticipate the contractor's problems and review with the Project Manager anticipated schedules and work involved prior to the commencement of a new trade on the job.
- m. Attempt to foresee the need for all required tests and inspections.
- n. When notified by contractor, arrange for all tests and inspections which are required by the Contract Documents, arrange for prompt notification of the Architect of the results of the tests and inspections, and record Architect's approval or rejection.
- o. Refuse to allow any related work to be installed until shop drawings have received final approval from the Architect.
- p. Ensure that Architect's verbal instructions during field inspections are written in the Daily Report/Log for that day or in the Field Instruction Sheet.
- q. Be responsible for slump tests and for taking concrete test cylinders for each concrete pour and marking them for identification. Inspector shall make arrangements for transportation and storage of test materials.
- r. Receive samples which are required to be furnished at the job site; record date received and from whom; notify Architect of their readiness for examination, record Architect's approval or rejection; and maintain custody of approved samples.
- s. Inspect all materials immediately upon their delivery to the site to ensure that they comply with the Contract Documents and are in a good and acceptable condition. Exert extreme care to ensure that no communications to the contractor or contractor's agents are misinterpreted as changes in the scope of the work.
- t. Assist in the completion and submission of DSA close out documents as required by DSA.
- u. INSPECTOR may be required to utilize construction program management software, such as, but not limited to, e-Builder™.

M. Restrictions on the Inspector's Authority. In the performance of the duties required by this Agreement, the INSPECTOR exercises limited authority. The INSPECTOR shall not:

- a. Authorize deviations from the Contract Documents;
- b. Avoid conducting any required tests;
- c. Enter the area of responsibility of the contractor's field superintendent;

- d. Expedite the job for the contractor;
- e. Advise on, or issue directions relative to, any aspect of the building technique or sequence unless a specific technique or sequence is called for in the specifications;
- f. Approve shop drawings or samples;
- g. Authorize or advise the District to occupy the project, in the whole or in part, prior to final acceptance of the project;
- h. Interfere in contractor/subcontractor relationships.

#### **ARTICLE 2: VIOLATIONS OF THE FIELD ACT**

Failure, refusal or neglect on the part of INSPECTOR to notify the contractor of any work which does not comply with the requirements of the approved plans and specifications, or failure, refusal or neglect to report immediately, in writing, any such violation to the Architect or Structural Engineer, to DISTRICT's Director of Facilities, and to the DSA shall constitute a violation of the Field Act and shall be cause for the DSA to take action which may result in the withdrawal of the INSPECTOR'S approval.

In accordance with Education Code section 17312, any person who violates the Field Act (Education Code sections 17280 through 17313), or makes any false statement in any verified report or affidavit required pursuant to that Act is guilty of a felony.

#### **ARTICLE 3: TERM**

The term of this Agreement shall commence on December 1, 2023, and shall terminate upon completion and acceptance by the Board of Education of DISTRICT of the construction project(s) for which INSPECTOR was retained, unless earlier terminated as provided in the Agreement.

#### **ARTICLE 4: COMPENSATION**

DISTRICT agrees to pay INSPECTOR for services rendered and accepted by DISTRICT at the rate of \$110 per hour for DSA Class 1; \$105 per hour for DSA Class 2; and \$100 per hour for Class 3. Total compensation shall not exceed Four Hundred Eighty-Nine Thousand Five Hundred Dollars (\$489,500.00) for this Agreement. INSPECTOR will be paid for hours worked (not a lump sum), and shall record all hours worked in a daily log which shall be submitted to the District on a weekly basis.

Payment will be made within 30 days upon submission of periodic invoices to: Brendin Swanson, Manager III of Facilities, Planning and Construction, Sacramento City Unified School District, 5735 47<sup>th</sup> Avenue, Sacramento, CA 95824. Invoices must show the number of hours worked, the Agreement number, the project name and location and must contain the INSPECTOR'S original signature on all copies. INSPECTOR'S failure to maintain required records or to properly submit invoices may result in non-payment to INSPECTOR.

INSPECTOR agrees that if the construction schedule is interrupted for an unusual period of time, INSPECTOR shall not charge unreasonably for services rendered during the period of interruption.

#### **ARTICLE 5. TERMINATION**

Either party may terminate this Agreement, without cause, at any time by giving the other party thirty (30) days written notice of termination. The effective date of termination shall occur thirty (30) days after the day on which the party terminating this Agreement personally delivers written notice of termination to the other party or mails such notice of termination in accordance with paragraph 9 of this Agreement.

**ARTICLE 6: INDEPENDENT CONTRACTOR**

A. It is agreed that the relationship between DISTRICT and INSPECTOR is one of independent contractor and that no relationship of employer-employee or agency exists between the parties hereto.

B. All persons employed by INSPECTOR or acting at the direction of the INSPECTOR to assist INSPECTOR in rendering the services to be provided under this Agreement shall be entirely and exclusively employees and agents of the INSPECTOR. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharge, or any other terms of employment or requirements of law, shall be determined by INSPECTOR, and DISTRICT shall have no right or authority over such persons or the terms of such employment. INSPECTOR shall comply with any applicable prevailing wage laws.

C. INSPECTOR hereby indemnifies, holds harmless and agrees to defend DISTRICT, its Board members, officers, directors, agents and employees from any contention by a third party that an employer-employee or agency relationship exists between DISTRICT and INSPECTOR, its agents and employees by reason of this Agreement.

D. INSPECTOR and his/her/its employees and agents performing services related to this Agreement are not agents or employees of DISTRICT and are not entitled to participate in any DISTRICT pension plans, retirement, health and welfare programs or any similar programs or benefits as a result of performing such services.

E. INSPECTOR and his/her/its agents and employees performing services related to this Agreement are not employees of DISTRICT for federal or state tax purposes or for any other purpose. DISTRICT shall have no obligation to pay wages to such persons or to withhold payroll taxes from compensation paid to such persons for services under this Agreement. INSPECTOR shall be solely responsible for payment of wages, if any, and employer's payroll tax liability related thereto. INSPECTOR agrees to indemnify, defend and hold the District, its Board members, agents, officers and employees harmless from any liability which INSPECTOR may incur to the Federal or State governments as a consequence of this Agreement. All payments to INSPECTOR shall be reported to the appropriate State and Federal tax authorities as required.

F. It is further understood and agreed by the parties hereto that in the performance of INSPECTOR's obligations under this Agreement, INSPECTOR is subject to the control or direction of DISTRICT merely as to the designation of tasks to be performed, and results to be accomplished by the services agreed to be rendered and performed under this Agreement, and not as to the means and methods for accomplishing the result.

G. If in the performance of this Agreement any third persons are employed by DISTRICT, such persons shall be entirely and exclusively under the direction, supervision and control of DISTRICT. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging, or any other terms of employment or requirements of law, shall be determined by DISTRICT, and INSPECTOR shall have no right or authority over such persons or the terms of such employment. Nothing contained in the Agreement shall be deemed to create any contractual relationship between the INSPECTOR and the Architect or contractor, nor shall anything contained in this Agreement be deemed to give any third party any claim or right of action against the District, the Architect or the INSPECTOR which does not otherwise exist.



### **ARTICLE 7: FINGERPRINTING REQUIREMENTS**

Education Code Section 45125.1 states that if employees of any contractor providing school site administrative or similar services may have any contact with any pupils, those employees shall be fingerprinted by the Department of Justice (DOJ) before entering to determine that they have not been convicted of a serious or violent felony. If the DISTRICT determines that more than limited contact with students will occur during the performance of these services by INSPECTOR, INSPECTOR will not perform services until all employees providing services have been fingerprinted by the DOJ and DOJ fingerprinting clearance certification has been provided to DISTRICT.

DISTRICT has determined that INSPECTOR'S services will result in limited contact with pupils. INSPECTOR is required to comply with the conditions listed in Exhibit A, Contractor's certification of compliance with District fingerprinting and security requirements. If INSPECTOR is unwilling to comply, INSPECTOR'S employees may not enter any school site until INSPECTOR provides certification of fingerprinting clearance by the DOJ for employees providing services. These requirements apply to self-employed inspectors.

### **ARTICLE 8: INDEMNIFICATION AND EXCULPATION**

INSPECTOR shall indemnify, hold DISTRICT and its Board members, agents, employees and officers harmless from and defend DISTRICT against all claims, demands, actions or liability for injury or damage, including attorney's fees and costs, to persons or property arising for any reason from the services to be performed by INSPECTOR under this Agreement.

### **ARTICLE 9: INSURANCE**

INSPECTOR shall maintain comprehensive general liability insurance during the life of this Agreement and shall provide the DISTRICT with a current certificate of insurance evidencing its general liability insurance coverage in a sum not less than \$1,000,000 per occurrence, and such certificate or policy shall name the District as an additional insured. INSPECTOR shall carry workers' compensation coverage for INSPECTOR's employees rendering services to DISTRICT under this Agreement. DISTRICT assumes no liability for workers' compensation or for loss, damage or injury to persons or property in the performance of the services rendered by INSPECTOR under this Agreement. The insurance shall protect the INSPECTOR from the claims set forth below that may arise out of or result from the INSPECTOR'S performance of services or failure to perform services under this Agreement:

- a. Claims under Workers' Compensation, disability benefits and other similar employee benefits acts that are applicable to the work performed;
- b. Claims for damages because of bodily injury, occupational sickness or disease or death of Inspector's employees, agents or invitees;
- c. Claims for damages because of bodily injury or death of any person;
- d. Claims for damages insured by usual personal injury liability coverage that are sustained (1) by any person as a result of an offense directly related to the employment of such person by the Inspector or (2) by any other person
- e. Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use therefrom; or
- f. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.



The Inspector's comprehensive general and automobile liability insurance shall be written for not less than the following limits of liability:

**Comprehensive General Liability**

Personal Injury: \$1,000,000 Each Occurrence \$1,000,000 Aggregate	Property Damage: \$1,000,000 Each Occurrence \$1,000,000 Aggregate
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**Comprehensive Automobile Liability**

Bodily Injury: \$1,000,000 Each Person/Occurrence	Property Damage: \$1,000,000 Each Occurrence
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**ARTICLE 10: NOTICE**

All notices or other communications that one party may be required to desire to give to the other party under this Agreement shall be in writing and shall be served personally or by certified or by first class or overnight mail, postage prepaid, addressed as follows or to such other address as either party may provide to the other party in writing:

**DISTRICT:**

Sacramento City Unified School District  
Attn: Tina Alvarez Bevens, Contracts  
5735 47<sup>th</sup> Avenue  
Sacramento, CA 95824

**INSPECTOR:**

Shimansky Enterprises  
Attn: Jay Shimansky  
4324 Rancho Road  
Marysville CA 95901

**ARTICLE 11: NONASSIGNABILITY**

INSPECTOR is specially trained and competent to render the services to be provided under this Agreement. INSPECTOR shall not assign or subcontract all or any part of this Agreement or obligation of INSPECTOR under this Agreement or any interest therein, without the prior written consent of DISTRICT.

**ARTICLE 12: CONFLICT OF INTEREST**

A. INSPECTOR shall abide by and be subject to all applicable DISTRICT policies, regulations, statutes or other laws regarding conflict of interest.

B. INSPECTOR shall not hire any officer or employee of the District to perform any service covered by this Agreement. If the work is to be performed in connection with a Federal contract or grant, Inspector shall not hire any employee of the United States government to perform any service covered by this Agreement.

C. INSPECTOR affirms to the best of its/his/her knowledge, there exists no actual or potential conflict of interest between Inspector's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to the District's attention in writing.

**ARTICLE 13: MODIFICATION IN WRITING**

This Agreement may not be modified, changed, or supplemented, nor may any modifications under this Agreement be waived, except by written instruments signed by both parties.



**ARTICLE 14: NONDISCRIMINATION**

It is the policy of the District that in connection with all services performed under Agreement, there will be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, handicap, religious creed, sex, age or marital status. Contractor agrees to comply with applicable federal and California laws including, but not limited to, the California Fair Employment and Housing Act.

**ARTICLE 15: CALIFORNIA LAW**

This Agreement shall be construed in accordance with and governed by the laws and decisions of the State of California.

**ARTICLE 16: BINDING EFFECT**

This Agreement shall be binding upon DISTRICT and INSPECTOR, their heirs, executors, administrators, successors and assigns.

**ARTICLE 17: SEVERABILITY**

Should any term or provision of this Agreement be determined to be illegal or in conflict with any law of the State of California, the validity of the remaining portions or provisions shall not be affected thereby, and each term or provision of this Agreement shall be valid and be enforced as written to the full extent permitted by law.

**ARTICLE 18: COUNTERPARTS**

This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, facsimile or original, with all signatures appended together, shall be deemed a fully executed Agreement.

**ARTICLE 19: INTERPRETATION**

The language of all parts of this Agreement shall, in all cases, be construed as a whole, according to its fair meaning, and not strictly for or against either party.

**ARTICLE 20: ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral.

Executed on the day and year first above written.



**SACRAMENTO CITY  
UNIFIED SCHOOL DISTRICT**

**INSPECTOR**

By: \_\_\_\_\_  
Rose Ramos  
Chief Business Officer

By: Jay Shimansky  
Jay Shimansky

\_\_\_\_\_  
Date

4/26/2023  
Date



## EXHIBIT A

### CONTRACTOR CERTIFICATION

**Fingerprinting:** Education Code section 45125.1 provides that any contractor providing school site administrative or similar services to a school district must certify that its employees providing that service who may come into contact with pupils have not been convicted of a serious or violent felony as defined by law. Those employees must be fingerprinted and the Department of Justice must report to the Contractor if they have been convicted of such felonies. No person convicted may be assigned to work under the Agreement. The school district may determine, under the totality of circumstances including (1) the length of time the employees will be on school grounds, (2) whether pupils will be in proximity of the site where the employees will be working and (3) whether the contractors will be working alone or with others, that the employees will have only limited contact with pupils and neither fingerprinting nor certification is required.

The District has determined that section 45125.1 is applicable to this Agreement. The District has also determined that the employees assigned to work at a school site under this Agreement will have only limited contact with pupils, provided the following conditions are met at all times:

1. Contractor employees shall not come into contact with pupils or work in the proximity of pupils at any time except under the direct supervision of school district employees.
2. Contractor employees shall use only restroom facilities reserved for District employees and shall not use student restrooms at any time.
3. Contractor will inform all of its employees who perform work at any school or District site of these conditions and require its employees, as a condition of employment, to adhere to them.
4. Contractor will immediately report to District any apparent violation of these conditions.
5. Contractor shall assume responsibility for enforcement of these conditions at all times during the term of this Agreement.

If, for any reason, Contractor cannot adhere to the conditions stated above, Contractor shall so inform the District and shall assign only those employees who have been fingerprinted and cleared for employment by the Department of Justice. In that case, Contractor shall provide to the District the names of all employees assigned to perform work under this Agreement.

Compliance with these conditions, or with the fingerprinting requirements, is a condition of this Agreement, and the District reserves the right to terminate the Agreement at any time for noncompliance.

Jay Shimansky  
Authorized Signature of Contractor

4/26/2023  
Date

Jay Shimansky  
Printed Name/Title

## EXHIBIT B

# Shimansky Enterprises

## Jay Shimansky

Phone: 530 749 – 7431, Cell: 916 501 – 4289, Fax: 530 749 – 1349

e-mail: jayshimansky@cs.com

4324 Rancho Road, Marysville, Ca. 95901

April 13, 2023

Att.: Brendin Swanson

I propose to provide DSA inspection services per Title 24 to Sacramento City Unified School District for the Kemble/Chavez E.S. Project, DSA App. # 02 -120693 Increment 2. The time period is December 2023 to December 2025 through Closeout. All activities identified for the P.I. in the “Independent Consultant Agreement”. **4,450** hours. At the rate of \$110.00 per hour. Not to exceed \$ 489,500. All pay applications are to be approved by SCUSD and unbilled funds are to remain with the SCUSD.

Sincerely yours, Jay Shimansky

# Shimansky Enterprises

Jay Shimansky

Phone: 530 749 – 7431, Cell: 916 501 – 4289, Fax: 530 749 – 1349

e-mail: [jayshimansky@cs.com](mailto:jayshimansky@cs.com)

4324 Rancho Road, Marysville, Ca. 95901



## Inspector Agreement

THIS INSPECTOR AGREEMENT ("Agreement") is entered into as of June 8, 2023 by and between the Sacramento City Unified School District, a California public school district (the "DISTRICT") and Matthew C. Fabian aka MCF Construction Services, an Independent Contractor, hereinafter referred to as "INSPECTOR". District and Inspector are each a "Party" and together are the "Parties" to this Agreement.

### RECITALS:

A. DISTRICT intends to construct Nicholas Elementary School New Construction, hereinafter the "Project".

B. Education Code section 17311 and Title 24 of the California Code of Regulations (hereinafter "Title 24") require DISTRICT to provide for competent, adequate and continuous inspection for each construction project by a project inspector satisfactory to the Architect or Structural Engineer in general responsible charge of observation of the work of construction.

C. DISTRICT desires to retain INSPECTOR to provide inspection services on the Project. INSPECTOR shall have all of the duties and responsibilities of an inspector, as set forth in Education Code section 17309 et seq. Title 24 of the California Code of Regulations, including sections 4-336 and 4-342.

D. Government Code section 53060 authorizes DISTRICT to contract with persons to furnish special services and advice to District in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required.

E. INSPECTOR is at least 25 years of age, has had at least three years prior experience in inspection or construction work on building projects of a type similar to the projects for which INSPECTOR is proposed as the inspector, has a thorough knowledge of building materials, is able to read and interpret plans and specifications and has been approved as a project inspector by the Structural Safety Section, Division of the State Architect (hereinafter "DSA").

F. DISTRICT desires to contract with INSPECTOR to provide inspection services to DISTRICT on the terms and conditions set forth below, and INSPECTOR desires the same. INSPECTOR acknowledges that District is required to obtain DSA approval prior to using INSPECTOR'S services on the project. INSPECTOR agrees to do all acts necessary to timely obtain DSA approval.

In consideration of the mutual covenants contained herein, the parties agree as follows:

### **ARTICLE 1: DUTIES OF THE INSPECTOR**

The duties of the INSPECTOR shall include the duties of the inspector set forth in Education Code sections 17309 et seq., and Title 24 of the California Code of Regulations, and future amendments thereto, including the duties set forth below.

A. General. INSPECTOR shall provide competent, adequate, and continuous inspection during construction or alteration satisfactory to the Project Manager, Architect and DSA. INSPECTOR shall act under the direction of the Architect, or Structural Engineer if applicable, as



the Board of Education of DISTRICT may direct. While performing the services contemplated by this Agreement, INSPECTOR agrees to comply with all applicable laws and regulations.

B. Continuous Inspection Services. In fulfilling Inspector's responsibilities, INSPECTOR shall represent DISTRICT as the inspector on the Project job site. INSPECTOR shall have personal knowledge, obtained by his personal and continuous inspection of the work of construction at all stages of its progress, that the requirements of the approved plans and specifications are being completely executed.

Continuous inspection means complete inspection of every part of the work to insure a workmanlike job is constructed in conformity with the contract documents, all applicable requirements of the DSA and all applicable federal and state laws and local ordinances.

Work such as concrete work or brick work which can be inspected only as it is placed will require the constant presence of INSPECTOR. Other types of work which can be completely inspected after the work is installed may be carried on while INSPECTOR is not present. In any case, INSPECTOR must personally inspect every part of the work. In no event shall INSPECTOR have or assume any duties which will prevent INSPECTOR from continuous inspection of the work of construction in all stages of its progress at the site where INSPECTOR is responsible for inspection.

C. Personal Knowledge. INSPECTOR may obtain personal knowledge of the work of construction, either on site or off site, performed under the inspection of a special inspector or inspector, if any (Section 4-333 of Title 24), from the reporting of others on testing or inspection of materials and workmanship for compliance with the plans, specifications and applicable standards. The exercise of reasonable diligence to obtain the facts shall be required.

D. Relations With Architect Or Engineer. INSPECTOR shall work under the general direction of the Architect or Structural Engineer. All inconsistencies or seeming errors in the plans and specifications shall be reported promptly to the Architect or Structural Engineer for interpretation and instructions. In no case, however, shall the instruction for the Architect or Structural Engineer be construed to cause work to be done which is not in conformity with the approved plans, specifications and change orders.

E. Job File. INSPECTOR shall keep a file of approved plans and specifications (including all approved addenda or change orders) on the job at all times, and shall immediately return any unapproved documents to the Architect or Structural Engineer for proper action. INSPECTOR shall have and maintain on the job at all times all codes and documents referred to in the plans and specifications.

F. Semimonthly Reports. INSPECTOR shall keep the Architect or Structural Engineer thoroughly informed as to the progress of the work by making semimonthly reports in writing as required by Section 4-337 of Title 24, signed by the INSPECTOR. A copy of each such report shall be sent to the DISTRICT's Director of Facilities, or designee, and to DSA. Failure to comply with Section 4-337 is cause for DSA to withdraw approval of INSPECTOR.

G. Notifications to Division of the State Architect. INSPECTOR shall notify the DSA (1) when work is started on the Project or restarted if previously suspended per no. 4 below, (2) at least 48 hours in advance of the time when foundation trenches will be complete, ready for footing forms, (3) at least 48 hours in advance of the first pour of foundation concrete and 24 hours in

advance of any subsequent and significant concrete pour, and (4) when all work is suspended for a period of more than two weeks.

H. Construction Procedure Records. INSPECTOR shall keep a record of certain phases of construction procedure including but not limited to the following: (1) the time and date of placing concrete and the time and date of removal of forms in each portion of the structure; (2) identification marks of welders, lists of defective welds, manner of correction of defects, and other matters regarding welding operations; (3) penetration under the last ten (10) blows for each pile when piles are driven for foundations. All such records of construction procedure shall be kept on the job until completion of the work, and shall be made a part of the permanent school records.

I. Deviations. INSPECTOR shall notify the contractor, in writing, of any deviations from the approved plans and specifications which are not immediately corrected by the contractor when brought to contractor's attention. Copies of such notices shall be forwarded immediately to the District and Architect or Structural Engineer, and to the DSA. INSPECTOR shall safeguard the interest of the District in the construction of the project.

Failure on the part of INSPECTOR to notify the contractor of the deviations from the approved plans and specifications shall in no way relieve the contractor of any responsibility to complete the work covered by contractor's contract in accordance with the approved plans and specifications and all laws and regulations.

J. Verified Reports. From time to time, as the work of construction or alteration progresses, INSPECTOR shall prepare and submit to the DSA verified reports, signed by the Architect or Structural Engineer and INSPECTOR, upon forms prescribed by the DSA, based upon INSPECTOR'S personal knowledge (as defined in Education Code section 17309 that the work during the period covered by the report has been performed and materials have been used and installed, in every material respect, in compliance with the approved plans and specifications, setting forth such detailed statements of fact as are required by the DSA in accordance with Section 4-336 of Title 24. INSPECTOR shall also prepare and deliver to the DSA detailed statements of fact regarding materials, operations and other matters related to the work of construction when requested.

K. No Authority To Contract. INSPECTOR shall have no authority to contract on behalf of DISTRICT.

L. If not already set forth herein, INSPECTOR must:

- a. Be familiar with the plans, specifications, change orders, and the contractor's operations during all phases of the project.
- b. Observe, check and measure items used in the project for compliance with the plans, specifications, change orders, and technical instructions from the Architect.
- c. Maintain a daily report/log describing the general work performed by the contractor, noting problems, rejections of materials or work and unusual events. The report/log shall be filled daily, tersely and factually. The report/log shall reflect the contractor's activities each day. This and all other reports shall be timely and properly completed. All reports and records created or maintained by INSPECTOR shall be uploaded to the District's construction management program, e-Builder, and shall be District's sole property.
- d. Supervise on-site testing and ensure that all required tests are performed by a competent testing laboratory, contractor or engineer as specified in the Contract

Documents. Check and report to the Project Manager and the Architect laboratory tests indicating defective materials or other problems. Check billings from testing laboratories to see that billings reflect only tests actually requested and performed. Maintain a daily log of inspection by testing lab.

- e. Make sure that the required record drawings are accurately marked up as required.
- f. Report to the Project Manager and the Architect verbally and in writing: (1) poor performance by the contractor; (2) acts prejudicial to the District's interest; and, (3) work performed or materials used which are not in conformance with the Contract Documents.
- g. Assist the Project Manager and the Architect in the final inspection and project acceptance phase.
- h. Upon request, provide the District with a written report regarding contractor's performance on the Project.
- i. Maintain an effective working relationship with the contractor, District personnel and Architect.
- j. Be tactful, firm and fair in insisting that contractor adhere to the Contract Documents.
- k. Attempt to foresee methods or materials which will not be acceptable and immediately bring these facts to the contractor's attention in order to avoid removal of work already in place.
- l. Attempt to anticipate the contractor's problems and review with the Project Manager anticipated schedules and work involved prior to the commencement of a new trade on the job.
- m. Attempt to foresee the need for all required tests and inspections.
- n. When notified by contractor, arrange for all tests and inspections which are required by the Contract Documents, arrange for prompt notification of the Architect of the results of the tests and inspections, and record Architect's approval or rejection.
- o. Refuse to allow any related work to be installed until shop drawings have received final approval from the Architect.
- p. Ensure that Architect's verbal instructions during field inspections are written in the Daily Report/Log for that day or in the Field Instruction Sheet.
- q. Be responsible for slump tests and for taking concrete test cylinders for each concrete pour and marking them for identification. Inspector shall make arrangements for transportation and storage of test materials.
- r. Receive samples which are required to be furnished at the job site; record date received and from whom; notify Architect of their readiness for examination, record Architect's approval or rejection; and maintain custody of approved samples.
- s. Inspect all materials immediately upon their delivery to the site to ensure that they comply with the Contract Documents and are in a good and acceptable condition. Exert extreme care to ensure that no communications to the contractor or contractor's agents are misinterpreted as changes in the scope of the work.
- t. Assist in the completion and submission of DSA close out documents as required by DSA.
- u. INSPECTOR may be required to utilize construction program management software, such as, but not limited to, e-Builder™.

M. Restrictions on the Inspector's Authority. In the performance of the duties required by this Agreement, the INSPECTOR exercises limited authority. The INSPECTOR shall not:

- a. Authorize deviations from the Contract Documents;
- b. Avoid conducting any required tests;
- c. Enter the area of responsibility of the contractor's field superintendent;

- d. Expedite the job for the contractor;
- e. Advise on, or issue directions relative to, any aspect of the building technique or sequence unless a specific technique or sequence is called for in the specifications;
- f. Approve shop drawings or samples;
- g. Authorize or advise the District to occupy the project, in the whole or in part, prior to final acceptance of the project;
- h. Interfere in contractor/subcontractor relationships.

### **ARTICLE 2: VIOLATIONS OF THE FIELD ACT**

Failure, refusal or neglect on the part of INSPECTOR to notify the contractor of any work which does not comply with the requirements of the approved plans and specifications, or failure, refusal or neglect to report immediately, in writing, any such violation to the Architect or Structural Engineer, to DISTRICT's Director of Facilities, and to the DSA shall constitute a violation of the Field Act and shall be cause for the DSA to take action which may result in the withdrawal of the INSPECTOR'S approval.

In accordance with Education Code section 17312, any person who violates the Field Act (Education Code sections 17280 through 17313), or makes any false statement in any verified report or affidavit required pursuant to that Act is guilty of a felony.

### **ARTICLE 3: TERM**

The term of this Agreement shall commence on May 18, 2023 and shall terminate upon completion and acceptance by the Board of Education of DISTRICT of the construction project(s) for which INSPECTOR was retained, unless earlier terminated as provided in the Agreement.

### **ARTICLE 4: COMPENSATION**

DISTRICT agrees to pay INSPECTOR for services rendered and accepted by DISTRICT at the rate of \$110 per hour for DSA Class 1; \$105 per hour for DSA Class 2; and \$100 per hour for Class 3. Total compensation shall not exceed **Four Hundred Sixty-Seven Thousand Dollars (\$467,000.00)** for this Agreement. INSPECTOR will be paid for hours worked (not a lump sum), and shall record all hours worked in a daily log which shall be submitted to the District on a weekly basis.

Payment will be made within 30 days upon submission of periodic invoices to: Brendin Swanson, Manager III of Facilities, Planning and Construction, Sacramento City Unified School District, 5735 47<sup>th</sup> Avenue, Sacramento, CA 95824. Invoices must show the number of hours worked, the Agreement number, the project name and location and must contain the INSPECTOR'S original signature on all copies. INSPECTOR'S failure to maintain required records or to properly submit invoices may result in non-payment to INSPECTOR.

INSPECTOR agrees that if the construction schedule is interrupted for an unusual period of time, INSPECTOR shall not charge unreasonably for services rendered during the period of interruption.

### **ARTICLE 5. TERMINATION**

Either party may terminate this Agreement, without cause, at any time by giving the other party thirty (30) days written notice of termination. The effective date of termination shall occur thirty (30) days after the day on which the party terminating this Agreement personally delivers written notice of termination to the other party or mails such notice of termination in accordance with paragraph 9 of this Agreement.

**ARTICLE 6: INDEPENDENT CONTRACTOR**

A. It is agreed that the relationship between DISTRICT and INSPECTOR is one of independent contractor and that no relationship of employer-employee or agency exists between the parties hereto.

B. All persons employed by INSPECTOR or acting at the direction of the INSPECTOR to assist INSPECTOR in rendering the services to be provided under this Agreement shall be entirely and exclusively employees and agents of the INSPECTOR. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharge, or any other terms of employment or requirements of law, shall be determined by INSPECTOR, and DISTRICT shall have no right or authority over such persons or the terms of such employment. INSPECTOR shall comply with any applicable prevailing wage laws.

C. INSPECTOR hereby indemnifies, holds harmless and agrees to defend DISTRICT, its Board members, officers, directors, agents and employees from any contention by a third party that an employer-employee or agency relationship exists between DISTRICT and INSPECTOR, its agents and employees by reason of this Agreement.

D. INSPECTOR and his/her/its employees and agents performing services related to this Agreement are not agents or employees of DISTRICT and are not entitled to participate in any DISTRICT pension plans, retirement, health and welfare programs or any similar programs or benefits as a result of performing such services.

E. INSPECTOR and his/her/its agents and employees performing services related to this Agreement are not employees of DISTRICT for federal or state tax purposes or for any other purpose. DISTRICT shall have no obligation to pay wages to such persons or to withhold payroll taxes from compensation paid to such persons for services under this Agreement. INSPECTOR shall be solely responsible for payment of wages, if any, and employer's payroll tax liability related thereto. INSPECTOR agrees to indemnify, defend and hold the District, its Board members, agents, officers and employees harmless from any liability which INSPECTOR may incur to the Federal or State governments as a consequence of this Agreement. All payments to INSPECTOR shall be reported to the appropriate State and Federal tax authorities as required.

F. It is further understood and agreed by the parties hereto that in the performance of INSPECTOR's obligations under this Agreement, INSPECTOR is subject to the control or direction of DISTRICT merely as to the designation of tasks to be performed, and results to be accomplished by the services agreed to be rendered and performed under this Agreement, and not as to the means and methods for accomplishing the result.

G. If in the performance of this Agreement any third persons are employed by DISTRICT, such persons shall be entirely and exclusively under the direction, supervision and control of DISTRICT. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging, or any other terms of employment or requirements of law, shall be determined by DISTRICT, and INSPECTOR shall have no right or authority over such persons or the terms of such employment. Nothing contained in the Agreement shall be deemed to create any contractual relationship between the INSPECTOR and the Architect or contractor, nor shall anything contained in this Agreement be deemed to give any third party any claim or right of action against the District, the Architect or the INSPECTOR which does not otherwise exist.

### **ARTICLE 7: FINGERPRINTING REQUIREMENTS**

Education Code Section 45125.1 states that if employees of any contractor providing school site administrative or similar services may have any contact with any pupils, those employees shall be fingerprinted by the Department of Justice (DOJ) before entering to determine that they have not been convicted of a serious or violent felony. If the DISTRICT determines that more than limited contact with students will occur during the performance of these services by INSPECTOR, INSPECTOR will not perform services until all employees providing services have been fingerprinted by the DOJ and DOJ fingerprinting clearance certification has been provided to DISTRICT.

DISTRICT has determined that INSPECTOR'S services will result in limited contact with pupils. INSPECTOR is required to comply with the conditions listed in Exhibit A, Contractor's certification of compliance with District fingerprinting and security requirements. If INSPECTOR is unwilling to comply, INSPECTOR'S employees may not enter any school site until INSPECTOR provides certification of fingerprinting clearance by the DOJ for employees providing services. These requirements apply to self-employed inspectors.

### **ARTICLE 8: INDEMNIFICATION AND EXCULPATION**

INSPECTOR shall indemnify, hold DISTRICT and its Board members, agents, employees and officers harmless from and defend DISTRICT against all claims, demands, actions or liability for injury or damage, including attorney's fees and costs, to persons or property arising for any reason from the services to be performed by INSPECTOR under this Agreement.

### **ARTICLE 9: INSURANCE**

INSPECTOR shall maintain comprehensive general liability insurance during the life of this Agreement and shall provide the DISTRICT with a current certificate of insurance evidencing its general liability insurance coverage in a sum not less than \$1,000,000 per occurrence, and such certificate or policy shall name the District as an additional insured. INSPECTOR shall carry workers' compensation coverage for INSPECTOR's employees rendering services to DISTRICT under this Agreement. DISTRICT assumes no liability for workers' compensation or for loss, damage or injury to persons or property in the performance of the services rendered by INSPECTOR under this Agreement. The insurance shall protect the INSPECTOR from the claims set forth below that may arise out of or result from the INSPECTOR'S performance of services or failure to perform services under this Agreement:

- a. Claims under Workers' Compensation, disability benefits and other similar employee benefits acts that are applicable to the work performed;
- b. Claims for damages because of bodily injury, occupational sickness or disease or death of Inspector's employees, agents or invitees;
- c. Claims for damages because of bodily injury or death of any person;
- d. Claims for damages insured by usual personal injury liability coverage that are sustained (1) by any person as a result of an offense directly related to the employment of such person by the Inspector or (2) by any other person
- e. Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use therefrom; or
- f. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.



The Inspector's comprehensive general and automobile liability insurance shall be written for not less than the following limits of liability:

**Comprehensive General Liability**

Personal Injury: \$1,000,000 Each Occurrence \$1,000,000 Aggregate	Property Damage: \$1,000,000 Each Occurrence \$1,000,000 Aggregate
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**Comprehensive Automobile Liability**

Bodily Injury: \$1,000,000 Each Person/Occurrence	Property Damage: \$1,000,000 Each Occurrence
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**ARTICLE 10: NOTICE**

All notices or other communications that one party may be required to desire to give to the other party under this Agreement shall be in writing and shall be served personally or by certified or by first class or overnight mail, postage prepaid, addressed as follows or to such other address as either party may provide to the other party in writing:

**DISTRICT:**

Sacramento City Unified School District  
Attn: Tina Alvarez Bevens, Contracts  
5735 47<sup>th</sup> Avenue  
Sacramento, CA 95824

**INSPECTOR:**

MCF Construction Services  
Attn: Matt Fabian  
4991 Keane Drive  
Carmichael CA 95608

**ARTICLE 11: NONASSIGNABILITY**

INSPECTOR is specially trained and competent to render the services to be provided under this Agreement. INSPECTOR shall not assign or subcontract all or any part of this Agreement or obligation of INSPECTOR under this Agreement or any interest therein, without the prior written consent of DISTRICT.

**ARTICLE 12: CONFLICT OF INTEREST**

A. INSPECTOR shall abide by and be subject to all applicable DISTRICT policies, regulations, statutes or other laws regarding conflict of interest.

B. INSPECTOR shall not hire any officer or employee of the District to perform any service covered by this Agreement. If the work is to be performed in connection with a Federal contract or grant, Inspector shall not hire any employee of the United States government to perform any service covered by this Agreement.

C. INSPECTOR affirms to the best of its/his/her knowledge, there exists no actual or potential conflict of interest between Inspector's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to the District's attention in writing.

**ARTICLE 13: MODIFICATION IN WRITING**

This Agreement may not be modified, changed, or supplemented, nor may any modifications under this Agreement be waived, except by written instruments signed by both parties.

**ARTICLE 14: NONDISCRIMINATION**

It is the policy of the District that in connection with all services performed under Agreement, there will be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, handicap, religious creed, sex, age or marital status. Contractor agrees to comply with applicable federal and California laws including, but not limited to, the California Fair Employment and Housing Act.

**ARTICLE 15: CALIFORNIA LAW**

This Agreement shall be construed in accordance with and governed by the laws and decisions of the State of California.

**ARTICLE 16: BINDING EFFECT**

This Agreement shall be binding upon DISTRICT and INSPECTOR, their heirs, executors, administrators, successors and assigns.

**ARTICLE 17: SEVERABILITY**

Should any term or provision of this Agreement be determined to be illegal or in conflict with any law of the State of California, the validity of the remaining portions or provisions shall not be affected thereby, and each term or provision of this Agreement shall be valid and be enforced as written to the full extent permitted by law.

**ARTICLE 18: COUNTERPARTS**

This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, facsimile or original, with all signatures appended together, shall be deemed a fully executed Agreement.

**ARTICLE 19: INTERPRETATION**

The language of all parts of this Agreement shall, in all cases, be construed as a whole, according to its fair meaning, and not strictly for or against either party.

**ARTICLE 20: ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral.

Executed on the day and year first above written.





**SACRAMENTO CITY  
UNIFIED SCHOOL DISTRICT**

**MCF CONSTRUCTION SERVICES**

By: \_\_\_\_\_  
Rose Ramos  
Chief Business Officer

By: Matthew C. Fabian  
Matthew Fabian

\_\_\_\_\_  
Date

04-17-23  
\_\_\_\_\_  
Date



## EXHIBIT A

### CONTRACTOR CERTIFICATION

**Fingerprinting:** Education Code section 45125.1 provides that any contractor providing school site administrative or similar services to a school district must certify that its employees providing that service who may come into contact with pupils have not been convicted of a serious or violent felony as defined by law. Those employees must be fingerprinted and the Department of Justice must report to the Contractor if they have been convicted of such felonies. No person convicted may be assigned to work under the Agreement. The school district may determine, under the totality of circumstances including (1) the length of time the employees will be on school grounds, (2) whether pupils will be in proximity of the site where the employees will be working and (3) whether the contractors will be working alone or with others, that the employees will have only limited contact with pupils and neither fingerprinting nor certification is required.

The District has determined that section 45125.1 is applicable to this Agreement. The District has also determined that the employees assigned to work at a school site under this Agreement will have only limited contact with pupils, provided the following conditions are met at all times:

1. Contractor employees shall not come into contact with pupils or work in the proximity of pupils at any time except under the direct supervision of school district employees.
2. Contractor employees shall use only restroom facilities reserved for District employees and shall not use student restrooms at any time.
3. Contractor will inform all of its employees who perform work at any school or District site of these conditions and require its employees, as a condition of employment, to adhere to them.
4. Contractor will immediately report to District any apparent violation of these conditions.
5. Contractor shall assume responsibility for enforcement of these conditions at all times during the term of this Agreement.

If, for any reason, Contractor cannot adhere to the conditions stated above, Contractor shall so inform the District and shall assign only those employees who have been fingerprinted and cleared for employment by the Department of Justice. In that case, Contractor shall provide to the District the names of all employees assigned to perform work under this Agreement.

Compliance with these conditions, or with the fingerprinting requirements, is a condition of this Agreement, and the District reserves the right to terminate the Agreement at any time for noncompliance.

Matthew C. Fabian  
Authorized Signature of Contractor

04-17-23  
Date

Matthew C. Fabian, Owner  
Printed Name/Title

## EXHIBIT B

### *MCF Construction Services*

*Construction Consulting and DSA Inspections*  
916.716.2402 Phone

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March 31, 2023

Sacramento City Unified School District  
Brendin Swanson, Manager III, Facilities Project Manager  
5735 47<sup>th</sup> Avenue  
Sacramento, California 95824

Re: Inspection Proposal for Nicholas Elementary School Rebuild Project

Dear Brendin,

I propose to provide the required DSA inspections for the Site Construction/ Building and Site Finishes Project at Nicholas Elementary School. Terms of this Proposal are as follows:

- Total not to exceed \$467,000.00.
- Standard hourly rate to be \$110.00 per hour.
- Proposal is based on a 24 month construction period commencing August 2023.
- Phase 1 Site Construction is based on 20-30 hours per week.
- Phase 2 Building and Site Finishes Construction is based on 30-40 hours per week.
- Actual work hours will vary based upon contractor daily scope of work.
- Overtime and Saturday work will be billed at one and one half times the standard rate per DIR regulations.
- Sunday and holiday hours will be billed at double time per DIR regulations.
- General Liability Insurance is included.
- No additional fees will be charged for cell phone, travel, or other project related expenses.
- MCF Construction Services DIR Number is #1000017677.

Upon acceptance of this Proposal, a DSA Form 5 will need to be submitted for approval and is subject to approval by DSA for each specific project. Thank you.

Sincerely,



Matthew C. Fabian  
4991 Keane Drive  
Carmichael, California 95608



## Inspector Agreement

THIS INSPECTOR AGREEMENT ("Agreement") is entered into as of April 26, 2023 by and between the Sacramento City Unified School District, a California public school district (the "DISTRICT") and Gerald Freeman dba Freeman Inspections, an Independent Contractor, hereinafter referred to as "INSPECTOR". District and Inspector are each a "Party" and together are the "Parties" to this Agreement.

### RECITALS:

A. DISTRICT intends to construct, Cesar Chavez / Edward Kemble Elementary School New Construction, hereinafter the "Project".

B. Education Code section 17311 and Title 24 of the California Code of Regulations (hereinafter "Title 24") require DISTRICT to provide for competent, adequate and continuous inspection for each construction project by a project inspector satisfactory to the Architect or Structural Engineer in general responsible charge of observation of the work of construction.

C. DISTRICT desires to retain INSPECTOR to provide inspection services on the Project. INSPECTOR shall have all of the duties and responsibilities of an inspector, as set forth in Education Code section 17309 et seq. Title 24 of the California Code of Regulations, including sections 4-336 and 4-342.

D. Government Code section 53060 authorizes DISTRICT to contract with persons to furnish special services and advice to District in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required.

E. INSPECTOR is at least 25 years of age, has had at least three years prior experience in inspection or construction work on building projects of a type similar to the projects for which INSPECTOR is proposed as the inspector, has a thorough knowledge of building materials, is able to read and interpret plans and specifications and has been approved as a project inspector by the Structural Safety Section, Division of the State Architect (hereinafter "DSA").

F. DISTRICT desires to contract with INSPECTOR to provide inspection services to DISTRICT on the terms and conditions set forth below, and INSPECTOR desires the same. INSPECTOR acknowledges that District is required to obtain DSA approval prior to using INSPECTOR'S services on the project. INSPECTOR agrees to do all acts necessary to timely obtain DSA approval.

In consideration of the mutual covenants contained herein, the parties agree as follows:

### **ARTICLE 1: DUTIES OF THE INSPECTOR**

The duties of the INSPECTOR shall include the duties of the inspector set forth in Education Code sections 17309 et seq., and Title 24 of the California Code of Regulations, and future amendments thereto, including the duties set forth below.

A. **General.** INSPECTOR shall provide competent, adequate, and continuous inspection during construction or alteration satisfactory to the Project Manager, Architect and DSA. INSPECTOR shall act under the direction of the Architect, or Structural Engineer if applicable, as



the Board of Education of DISTRICT may direct. While performing the services contemplated by this Agreement, INSPECTOR agrees to comply with all applicable laws and regulations.

**B. Continuous Inspection Services.** In fulfilling Inspector's responsibilities, INSPECTOR shall represent DISTRICT as the inspector on the Project job site. INSPECTOR shall have personal knowledge, obtained by his personal and continuous inspection of the work of construction at all stages of its progress, that the requirements of the approved plans and specifications are being completely executed.

Continuous inspection means complete inspection of every part of the work to insure a workmanlike job is constructed in conformity with the contract documents, all applicable requirements of the DSA and all applicable federal and state laws and local ordinances.

Work such as concrete work or brick work which can be inspected only as it is placed will require the constant presence of INSPECTOR. Other types of work which can be completely inspected after the work is installed may be carried on while INSPECTOR is not present. In any case, INSPECTOR must personally inspect every part of the work. In no event shall INSPECTOR have or assume any duties which will prevent INSPECTOR from continuous inspection of the work of construction in all stages of its progress at the site where INSPECTOR is responsible for inspection.

**C. Personal Knowledge.** INSPECTOR may obtain personal knowledge of the work of construction, either on site or off site, performed under the inspection of a special inspector or inspector, if any (Section 4-333 of Title 24), from the reporting of others on testing or inspection of materials and workmanship for compliance with the plans, specifications and applicable standards. The exercise of reasonable diligence to obtain the facts shall be required.

**D. Relations With Architect Or Engineer.** INSPECTOR shall work under the general direction of the Architect or Structural Engineer. All inconsistencies or seeming errors in the plans and specifications shall be reported promptly to the Architect or Structural Engineer for interpretation and instructions. In no case, however, shall the instruction for the Architect or Structural Engineer be construed to cause work to be done which is not in conformity with the approved plans, specifications and change orders.

**E. Job File.** INSPECTOR shall keep a file of approved plans and specifications (including all approved addenda or change orders) on the job at all times, and shall immediately return any unapproved documents to the Architect or Structural Engineer for proper action. INSPECTOR shall have and maintain on the job at all times all codes and documents referred to in the plans and specifications.

**F. Semimonthly Reports.** INSPECTOR shall keep the Architect or Structural Engineer thoroughly informed as to the progress of the work by making semimonthly reports in writing as required by Section 4-337 of Title 24, signed by the INSPECTOR. A copy of each such report shall be sent to the DISTRICT's Director of Facilities, or designee, and to DSA. Failure to comply with Section 4-337 is cause for DSA to withdraw approval of INSPECTOR.

**G. Notifications to Division of the State Architect.** INSPECTOR shall notify the DSA (1) when work is started on the Project or restarted if previously suspended per no. 4 below, (2) at least 48 hours in advance of the time when foundation trenches will be complete, ready for footing forms, (3) at least 48 hours in advance of the first pour of foundation concrete and 24 hours in

advance of any subsequent and significant concrete pour, and (4) when all work is suspended for a period of more than two weeks.

H. Construction Procedure Records. INSPECTOR shall keep a record of certain phases of construction procedure including but not limited to the following: (1) the time and date of placing concrete and the time and date of removal of forms in each portion of the structure; (2) identification marks of welders, lists of defective welds, manner of correction of defects, and other matters regarding welding operations; (3) penetration under the last ten (10) blows for each pile when piles are driven for foundations. All such records of construction procedure shall be kept on the job until completion of the work, and shall be made a part of the permanent school records.

I. Deviations. INSPECTOR shall notify the contractor, in writing, of any deviations from the approved plans and specifications which are not immediately corrected by the contractor when brought to contractor's attention. Copies of such notices shall be forwarded immediately to the District and Architect or Structural Engineer, and to the DSA. INSPECTOR shall safeguard the interest of the District in the construction of the project.

Failure on the part of INSPECTOR to notify the contractor of the deviations from the approved plans and specifications shall in no way relieve the contractor of any responsibility to complete the work covered by contractor's contract in accordance with the approved plans and specifications and all laws and regulations.

J. Verified Reports. From time to time, as the work of construction or alteration progresses, INSPECTOR shall prepare and submit to the DSA verified reports, signed by the Architect or Structural Engineer and INSPECTOR, upon forms prescribed by the DSA, based upon INSPECTOR'S personal knowledge (as defined in Education Code section 17309 that the work during the period covered by the report has been performed and materials have been used and installed, in every material respect, in compliance with the approved plans and specifications, setting forth such detailed statements of fact as are required by the DSA in accordance with Section 4-336 of Title 24. INSPECTOR shall also prepare and deliver to the DSA detailed statements of fact regarding materials, operations and other matters related to the work of construction when requested.

K. No Authority To Contract. INSPECTOR shall have no authority to contract on behalf of DISTRICT.

L. If not already set forth herein, INSPECTOR must:

- a. Be familiar with the plans, specifications, change orders, and the contractor's operations during all phases of the project.
- b. Observe, check and measure items used in the project for compliance with the plans, specifications, change orders, and technical instructions from the Architect.
- c. Maintain a daily report/log describing the general work performed by the contractor, noting problems, rejections of materials or work and unusual events. The report/log shall be filled daily, tersely and factually. The report/log shall reflect the contractor's activities each day. This and all other reports shall be timely and properly completed. All reports and records created or maintained by INSPECTOR shall be uploaded to the District's construction management program, e-Builder, and shall be District's sole property.
- d. Supervise on-site testing and ensure that all required tests are performed by a competent testing laboratory, contractor or engineer as specified in the Contract

Documents. Check and report to the Project Manager and the Architect laboratory tests indicating defective materials or other problems. Check billings from testing laboratories to see that billings reflect only tests actually requested and performed. Maintain a daily log of inspection by testing lab.

- e. Make sure that the required record drawings are accurately marked up as required.
- f. Report to the Project Manager and the Architect verbally and in writing: (1) poor performance by the contractor; (2) acts prejudicial to the District's interest; and, (3) work performed or materials used which are not in conformance with the Contract Documents.
- g. Assist the Project Manager and the Architect in the final inspection and project acceptance phase.
- h. Upon request, provide the District with a written report regarding contractor's performance on the Project.
- i. Maintain an effective working relationship with the contractor, District personnel and Architect.
- j. Be tactful, firm and fair in insisting that contractor adhere to the Contract Documents.
- k. Attempt to foresee methods or materials which will not be acceptable and immediately bring these facts to the contractor's attention in order to avoid removal of work already in place.
- l. Attempt to anticipate the contractor's problems and review with the Project Manager anticipated schedules and work involved prior to the commencement of a new trade on the job.
- m. Attempt to foresee the need for all required tests and inspections.
- n. When notified by contractor, arrange for all tests and inspections which are required by the Contract Documents, arrange for prompt notification of the Architect of the results of the tests and inspections, and record Architect's approval or rejection.
- o. Refuse to allow any related work to be installed until shop drawings have received final approval from the Architect.
- p. Ensure that Architect's verbal instructions during field inspections are written in the Daily Report/Log for that day or in the Field Instruction Sheet.
- q. Be responsible for slump tests and for taking concrete test cylinders for each concrete pour and marking them for identification. Inspector shall make arrangements for transportation and storage of test materials.
- r. Receive samples which are required to be furnished at the job site; record date received and from whom; notify Architect of their readiness for examination, record Architect's approval or rejection; and maintain custody of approved samples.
- s. Inspect all materials immediately upon their delivery to the site to ensure that they comply with the Contract Documents and are in a good and acceptable condition. Exert extreme care to ensure that no communications to the contractor or contractor's agents are misinterpreted as changes in the scope of the work.
- t. Assist in the completion and submission of DSA close out documents as required by DSA.
- u. INSPECTOR may be required to utilize construction program management software, such as, but not limited to, e-Builder™.

M. Restrictions on the Inspector's Authority. In the performance of the duties required by this Agreement, the INSPECTOR exercises limited authority. The INSPECTOR shall not:

- a. Authorize deviations from the Contract Documents;
- b. Avoid conducting any required tests;
- c. Enter the area of responsibility of the contractor's field superintendent;



- d. Expedite the job for the contractor;
- e. Advise on, or issue directions relative to, any aspect of the building technique or sequence unless a specific technique or sequence is called for in the specifications;
- f. Approve shop drawings or samples;
- g. Authorize or advise the District to occupy the project, in the whole or in part, prior to final acceptance of the project;
- h. Interfere in contractor/subcontractor relationships.

#### **ARTICLE 2: VIOLATIONS OF THE FIELD ACT**

Failure, refusal or neglect on the part of INSPECTOR to notify the contractor of any work which does not comply with the requirements of the approved plans and specifications, or failure, refusal or neglect to report immediately, in writing, any such violation to the Architect or Structural Engineer, to DISTRICT's Director of Facilities, and to the DSA shall constitute a violation of the Field Act and shall be cause for the DSA to take action which may result in the withdrawal of the INSPECTOR'S approval.

In accordance with Education Code section 17312, any person who violates the Field Act (Education Code sections 17280 through 17313), or makes any false statement in any verified report or affidavit required pursuant to that Act is guilty of a felony.

#### **ARTICLE 3: TERM**

The term of this Agreement shall commence on June 1, 2023, and shall terminate upon completion and acceptance by the Board of Education of DISTRICT of the construction project(s) for which INSPECTOR was retained, unless earlier terminated as provided in the Agreement.

#### **ARTICLE 4: COMPENSATION**

DISTRICT agrees to pay INSPECTOR for services rendered and accepted by DISTRICT at the rate of \$110 per hour for DSA Class 1; \$105 per hour for DSA Class 2; and \$100 per hour for Class 3. Total compensation shall not exceed One Hundred Fifty-Nine Thousand Three Hundred Ninety Dollars (\$159,390.00) for this Agreement. INSPECTOR will be paid for hours worked (not a lump sum), and shall record all hours worked in a daily log which shall be submitted to the District on a weekly basis.

Payment will be made within 30 days upon submission of periodic invoices to: Brendin Swanson, Manager III of Facilities, Planning and Construction, Sacramento City Unified School District, 5735 47<sup>th</sup> Avenue, Sacramento, CA 95824. Invoices must show the number of hours worked, the Agreement number, the project name and location and must contain the INSPECTOR'S original signature on all copies. INSPECTOR'S failure to maintain required records or to properly submit invoices may result in non-payment to INSPECTOR.

INSPECTOR agrees that if the construction schedule is interrupted for an unusual period of time, INSPECTOR shall not charge unreasonably for services rendered during the period of interruption.

#### **ARTICLE 5. TERMINATION**

Either party may terminate this Agreement, without cause, at any time by giving the other party thirty (30) days written notice of termination. The effective date of termination shall occur thirty (30) days after the day on which the party terminating this Agreement personally delivers written notice of termination to the other party or mails such notice of termination in accordance with paragraph 9 of this Agreement.





**ARTICLE 6: INDEPENDENT CONTRACTOR**

A. It is agreed that the relationship between DISTRICT and INSPECTOR is one of independent contractor and that no relationship of employer-employee or agency exists between the parties hereto.

B. All persons employed by INSPECTOR or acting at the direction of the INSPECTOR to assist INSPECTOR in rendering the services to be provided under this Agreement shall be entirely and exclusively employees and agents of the INSPECTOR. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharge, or any other terms of employment or requirements of law, shall be determined by INSPECTOR, and DISTRICT shall have no right or authority over such persons or the terms of such employment. INSPECTOR shall comply with any applicable prevailing wage laws.

C. INSPECTOR hereby indemnifies, holds harmless and agrees to defend DISTRICT, its Board members, officers, directors, agents and employees from any contention by a third party that an employer-employee or agency relationship exists between DISTRICT and INSPECTOR, its agents and employees by reason of this Agreement.

D. INSPECTOR and his/her/its employees and agents performing services related to this Agreement are not agents or employees of DISTRICT and are not entitled to participate in any DISTRICT pension plans, retirement, health and welfare programs or any similar programs or benefits as a result of performing such services.

E. INSPECTOR and his/her/its agents and employees performing services related to this Agreement are not employees of DISTRICT for federal or state tax purposes or for any other purpose. DISTRICT shall have no obligation to pay wages to such persons or to withhold payroll taxes from compensation paid to such persons for services under this Agreement. INSPECTOR shall be solely responsible for payment of wages, if any, and employer's payroll tax liability related thereto. INSPECTOR agrees to indemnify, defend and hold the District, its Board members, agents, officers and employees harmless from any liability which INSPECTOR may incur to the Federal or State governments as a consequence of this Agreement. All payments to INSPECTOR shall be reported to the appropriate State and Federal tax authorities as required.

F. It is further understood and agreed by the parties hereto that in the performance of INSPECTOR's obligations under this Agreement, INSPECTOR is subject to the control or direction of DISTRICT merely as to the designation of tasks to be performed, and results to be accomplished by the services agreed to be rendered and performed under this Agreement, and not as to the means and methods for accomplishing the result.

G. If in the performance of this Agreement any third persons are employed by DISTRICT, such persons shall be entirely and exclusively under the direction, supervision and control of DISTRICT. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging, or any other terms of employment or requirements of law, shall be determined by DISTRICT, and INSPECTOR shall have no right or authority over such persons or the terms of such employment. Nothing contained in the Agreement shall be deemed to create any contractual relationship between the INSPECTOR and the Architect or contractor, nor shall anything contained in this Agreement be deemed to give any third party any claim or right of action against the District, the Architect or the INSPECTOR which does not otherwise exist.

#### **ARTICLE 7: FINGERPRINTING REQUIREMENTS**

Education Code Section 45125.1 states that if employees of any contractor providing school site administrative or similar services may have any contact with any pupils, those employees shall be fingerprinted by the Department of Justice (DOJ) before entering to determine that they have not been convicted of a serious or violent felony. If the DISTRICT determines that more than limited contact with students will occur during the performance of these services by INSPECTOR, INSPECTOR will not perform services until all employees providing services have been fingerprinted by the DOJ and DOJ fingerprinting clearance certification has been provided to DISTRICT.

DISTRICT has determined that INSPECTOR'S services will result in limited contact with pupils. INSPECTOR is required to comply with the conditions listed in Exhibit A, Contractor's certification of compliance with District fingerprinting and security requirements. If INSPECTOR is unwilling to comply, INSPECTOR'S employees may not enter any school site until INSPECTOR provides certification of fingerprinting clearance by the DOJ for employees providing services. These requirements apply to self-employed inspectors.

#### **ARTICLE 8: INDEMNIFICATION AND EXCULPATION**

INSPECTOR shall indemnify, hold DISTRICT and its Board members, agents, employees and officers harmless from and defend DISTRICT against all claims, demands, actions or liability for injury or damage, including attorney's fees and costs, to persons or property arising for any reason from the services to be performed by INSPECTOR under this Agreement.

#### **ARTICLE 9: INSURANCE**

INSPECTOR shall maintain comprehensive general liability insurance during the life of this Agreement and shall provide the DISTRICT with a current certificate of insurance evidencing its general liability insurance coverage in a sum not less than \$1,000,000 per occurrence, and such certificate or policy shall name the District as an additional insured. INSPECTOR shall carry workers' compensation coverage for INSPECTOR's employees rendering services to DISTRICT under this Agreement. DISTRICT assumes no liability for workers' compensation or for loss, damage or injury to persons or property in the performance of the services rendered by INSPECTOR under this Agreement. The insurance shall protect the INSPECTOR from the claims set forth below that may arise out of or result from the INSPECTOR'S performance of services or failure to perform services under this Agreement:

- a. Claims under Workers' Compensation, disability benefits and other similar employee benefits acts that are applicable to the work performed;
- b. Claims for damages because of bodily injury, occupational sickness or disease or death of Inspector's employees, agents or invitees;
- c. Claims for damages because of bodily injury or death of any person;
- d. Claims for damages insured by usual personal injury liability coverage that are sustained (1) by any person as a result of an offense directly related to the employment of such person by the Inspector or (2) by any other person
- e. Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use therefrom; or
- f. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.



The Inspector's comprehensive general and automobile liability insurance shall be written for not less than the following limits of liability:

**Comprehensive General Liability**

Personal Injury:	Property Damage:
\$1,000,000 Each Occurrence	\$1,000,000 Each Occurrence
\$1,000,000 Aggregate	\$1,000,000 Aggregate

**Comprehensive Automobile Liability**

Bodily Injury:	Property Damage:
\$1,000,000 Each Person/Occurrence	\$1,000,000 Each Occurrence

**ARTICLE 10: NOTICE**

All notices or other communications that one party may be required to give to the other party under this Agreement shall be in writing and shall be served personally or by certified or by first class or overnight mail, postage prepaid, addressed as follows or to such other address as either party may provide to the other party in writing:

**DISTRICT:**

Sacramento City Unified School District  
Attn: Tina Alvarez Bevens, Contracts  
5735 47<sup>th</sup> Avenue  
Sacramento, CA 95824

**INSPECTOR:**

Gerald Freeman dba Freeman Inspections  
Attn: Gerald Freeman  
2011 Outrigger Drive  
El Dorado Hills CA 95762

**ARTICLE 11: NONASSIGNABILITY**

INSPECTOR is specially trained and competent to render the services to be provided under this Agreement. INSPECTOR shall not assign or subcontract all or any part of this Agreement or obligation of INSPECTOR under this Agreement or any interest therein, without the prior written consent of DISTRICT.

**ARTICLE 12: CONFLICT OF INTEREST**

A. INSPECTOR shall abide by and be subject to all applicable DISTRICT policies, regulations, statutes or other laws regarding conflict of interest.

B. INSPECTOR shall not hire any officer or employee of the District to perform any service covered by this Agreement. If the work is to be performed in connection with a Federal contract or grant, Inspector shall not hire any employee of the United States government to perform any service covered by this Agreement.

C. INSPECTOR affirms to the best of its/his/her knowledge, there exists no actual or potential conflict of interest between Inspector's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to the District's attention in writing.



**ARTICLE 13: MODIFICATION IN WRITING**

This Agreement may not be modified, changed, or supplemented, nor may any modifications under this Agreement be waived, except by written instruments signed by both parties.

**ARTICLE 14: NONDISCRIMINATION**

It is the policy of the District that in connection with all services performed under Agreement, there will be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, handicap, religious creed, sex, age or marital status. Contractor agrees to comply with applicable federal and California laws including, but not limited to, the California Fair Employment and Housing Act.

**ARTICLE 15: CALIFORNIA LAW**

This Agreement shall be construed in accordance with and governed by the laws and decisions of the State of California.

**ARTICLE 16: BINDING EFFECT**

This Agreement shall be binding upon DISTRICT and INSPECTOR, their heirs, executors, administrators, successors and assigns.

**ARTICLE 17: SEVERABILITY**

Should any term or provision of this Agreement be determined to be illegal or in conflict with any law of the State of California, the validity of the remaining portions or provisions shall not be affected thereby, and each term or provision of this Agreement shall be valid and be enforced as written to the full extent permitted by law.

**ARTICLE 18: COUNTERPARTS**

This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, facsimile or original, with all signatures appended together, shall be deemed a fully executed Agreement.

**ARTICLE 19: INTERPRETATION**

The language of all parts of this Agreement shall, in all cases, be construed as a whole, according to its fair meaning, and not strictly for or against either party.

**ARTICLE 20: ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral.

Executed on the day and year first above written.



**SACRAMENTO CITY  
UNIFIED SCHOOL DISTRICT**

**INSPECTOR**

By: \_\_\_\_\_  
Rose Ramos  
Chief Business Officer

By:   
Gerald Freeman

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Date



**EXHIBIT A**

**CONTRACTOR CERTIFICATION**

**Fingerprinting:** Education Code section 45125.1 provides that any contractor providing school site administrative or similar services to a school district must certify that its employees providing that service who may come into contact with pupils have not been convicted of a serious or violent felony as defined by law. Those employees must be fingerprinted and the Department of Justice must report to the Contractor if they have been convicted of such felonies. No person convicted may be assigned to work under the Agreement. The school district may determine, under the totality of circumstances including (1) the length of time the employees will be on school grounds, (2) whether pupils will be in proximity of the site where the employees will be working and (3) whether the contractors will be working alone or with others, that the employees will have only limited contact with pupils and neither fingerprinting nor certification is required.

The District has determined that section 45125.1 is applicable to this Agreement. The District has also determined that the employees assigned to work at a school site under this Agreement will have only limited contact with pupils, provided the following conditions are met at all times:

1. Contractor employees shall not come into contact with pupils or work in the proximity of pupils at any time except under the direct supervision of school district employees.
2. Contractor employees shall use only restroom facilities reserved for District employees and shall not use student restrooms at any time.
3. Contractor will inform all of its employees who perform work at any school or District site of these conditions and require its employees, as a condition of employment, to adhere to them.
4. Contractor will immediately report to District any apparent violation of these conditions.
5. Contractor shall assume responsibility for enforcement of these conditions at all times during the term of this Agreement.

If, for any reason, Contractor cannot adhere to the conditions stated above, Contractor shall so inform the District and shall assign only those employees who have been fingerprinted and cleared for employment by the Department of Justice. In that case, Contractor shall provide to the District the names of all employees assigned to perform work under this Agreement.

Compliance with these conditions, or with the fingerprinting requirements, is a condition of this Agreement, and the District reserves the right to terminate the Agreement at any time for noncompliance.

  
Authorized Signature of Contractor

5-1-23  
Date

GERALD FREEMAN  
Printed Name/Title

# EXHIBIT B

## FREEMAN INSPECTIONS PROPOSAL

April 13, 2023

Re: Inspection of Kemble-Chavez Elementary School

DSA Application 02-120693

For Sacramento City Unified School District

Attn: Eli Gero

My bid proposal/estimate for Increment 1 for the above referenced project is for 1449 hours at an hourly rate of \$110 per hour. This bid proposal/estimate is \$159,390. Note that Increment 1 is expected to run from June 2023 to end of November 2023. This estimate also includes hours for Jay Shimansky to act as my assistant.

Work under this estimate, but not limited to, includes initial and ongoing review of plans and other construction documents, continuous inspection of work, performance of duties as specified by T-24 regulations and contract with district, and written and verbal communication with district, CM, design professionals, contractor, testing lab and DSA.

Please contact me if you have any questions or would like to discuss.

Sincerely



Gerald Freeman

DSA Class 1 Inspector #6107

916-220-0646

Geraldfreeman110@gmail.com



**Agreement for Construction Management Services**

**between**

**Sacramento City Unified School District**

**and**

**Innovative Construction Services**

**Albert Einstein Core Academic  
Renovation Project**

**Dated: May 4, 2023**



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**EXHIBITS "A" – "E"**

## AGREEMENT FOR CONSTRUCTION MANAGEMENT SERVICES

This Agreement for Construction Management Services ("Agreement") is made as of May 4, 2023, between the Sacramento City Unified School District, a California public school district ("District"), and Innovative Construction Services Inc. ("CM") (both collectively "Parties"), for the following project ("Project"):

The construction administration of Albert Einstein Core Academic Renovation Project.

See **Exhibit "A"** for detailed Project scope.

The Project may include multiple components. Any one of the components or combination thereof may be changed, including terminated, as indicated herein, without changing in any way the remaining component(s) or this Agreement. The provisions of this Agreement shall apply to each component without regard to the status of the remaining component(s). CM shall invoice for each component separately and District shall compensate CM for each component separately on a proportionate basis based on the level and scope of work completed for each component.

For and in consideration of the mutual covenants herein contained, the Parties hereto agree as follows:

### ARTICLE 1. Definitions

- 1.1 In addition to the definitions above, the following definitions for words or phrases shall apply when used in this Agreement, including all Exhibits:
  - 1.1.1 **Agreement:** The Agreement consists exclusively of this document and all identified exhibits attached and incorporated by reference.
  - 1.1.2 **Architect:** The architect(s) that the District designates as being the architect(s) for all or a portion of the Project, including all consultants to the Architect(s).
  - 1.1.3 **As-Built Drawings ("As-Built"):** Any document prepared and submitted by District Contractor that details on a Conforming Set, the actual construction performed during the Project, including changes necessitated by Construction Change Documents and change orders, and detailed by the District's construction Contractor on a Conforming Set.
  - 1.1.4 **Board:** The District's Governing Board.
  - 1.1.5 **Conforming Set:** The plans, drawings, and specifications at the end of the Bidding Phase that incorporate all addenda, if any, issued during the Bidding Phase.
  - 1.1.6 **Construction Budget:** The total amount indicated by the District for the Project plus all other costs, including design, construction, administration, financing, and all other costs.
  - 1.1.7 **Construction Change Documents ("CCD"):** The documentation of changes to the DSA-approved construction documents.

- 1.1.8 **Construction Cost Budget:** The total cost to District of all elements of a Project designed or specified by the Architect, as adjusted during and at the end of the design phase in accordance with this Agreement and the Agreement for Architectural Services. The Construction Cost Budget does not include the compensation of the Project Design Team, the Program Manager, the CM and any subconsultants, the cost of the land, rights-of-way, or financing which are the responsibility of the District.
- 1.1.9 **Construction Manager:** The entity listed in the first paragraph of this Agreement.
- 1.1.10 **Consultant(s):** Any and all consultant(s), sub-consultant(s), subcontractor(s), or agent(s) to the CM.
- 1.1.11 **Contractor:** One or more licensed and registered contractors under contract with the District for construction of all or a portion of the Project.
- 1.1.12 **Design Team:** The Architect(s) that the District designates as being the architect(s) for all or a portion of the Project, including all consultants to the Architect(s), plus all engineer(s) or other designer(s), who have a responsibility to the District to design all or a portion of the Project either directly or as a subconsultant or subcontractor. The term Design Team includes the Design Professional in General Responsible Charge on this Project.
- 1.1.13 **DIR:** California Department of Industrial Relations.
- 1.1.14 **District:** The Sacramento City Unified School District.
- 1.1.15 **District's Representative:** The individual identified herein that is authorized to act on the District's behalf with respect to the Project. The initial District's Representative shall be Chris Ralston, Director III of Facilities. District may change the District's Representative by notice as set forth herein.
- 1.1.16 **DSA:** Division of the State Architect in the California Department of General Services.
- 1.1.17 **Extra Services:** District-authorized Services outside of the scope in **Exhibit "A"** or District-authorized reimbursables not included in CM's fee.
- 1.1.18 **Fee:** The CM's Fee is defined in Article 7 and payable as set forth in **Exhibit "D."**
- 1.1.19 **Program Manager:** Any program manager hired to perform program management services for the District, including all Consultant(s) to the Program Manager.

- 1.1.20 **Project Inspector, Inspector of Record, IOR:** The agent of the DSA at the project site whose primary responsibility will be to insure that the project is constructed in compliance with current codes; DSA-approved plans and specifications relating to fire life safety, structure, and accessibility; and quality controls required of a public works facility. The IOR will report to both the DSA and the Architect.
- 1.1.21 **Record Drawings:** A final set of drawings prepared by the Architect incorporating all changes from all As-Builts, sketches, details, and clarifications.
- 1.1.22 **Service(s):** All labor, materials, supervision, services, tasks, and work that the CM is required to perform and that are required by, or reasonably inferred from, the Agreement, and that are necessary for the design and completion of the Project.

**ARTICLE 2. Term**

- 2.1 **Term:** This Agreement shall become effective upon final execution, and except as otherwise provided herein, will continue in effect until December 31, 2024.

**ARTICLE 3. Scope, Responsibilities and Services of CM**

- 3.1 **Scope:** CM shall provide the Services described herein and under **Exhibit "A"** for the Project.
- 3.2 **Standard of Care:** CM, its officers, agents, employees, subcontractors, Consultants and any persons or entities for whom CM is responsible, shall provide all Services pursuant to this Agreement in accordance with the requirements of this Agreement and in a manner consistent with the standard of care under California law applicable to those who specialize in providing the same services for projects of the type, scope, and complexity of the Project. The District's review, approval of, or payment for any of the Services required under this Agreement shall not be construed as assent that CM has complied, nor in any way relieve the CM of compliance, with (i) the applicable standard of care, or (ii) applicable statutes, regulations, rules, guidelines and requirements.
- 3.3 **Coordination:** In the performance of CM's services under this Agreement, CM agrees that it will maintain coordination with District-designated representatives as may be requested and desirable. This shall include, without limitation, coordination with all members of the District's Design Team, the Project Inspector, and the Program Manager.
- 3.4 **Other Consultants:** If the CM employs sub-consultant(s), the CM shall ensure that its contract(s) with its sub-consultant(s) include language incorporating the terms of this Agreement.
- 3.5 **CM's as District Representative:** CM will act as the District's agent to render the Services and furnish the work as described in **Exhibit "A,"** commencing

with the receipt of a written Notice to Proceed signed by the District Representative. CM's services will be completed in accordance with the schedule attached as **Exhibit "C."** During the Project's Construction Phase, the District may require that the Contractors submit all notices and communication relating to the Project directly to the CM.

- 3.6 **Review of General Obligation Bond Program Report and District's Facilities Master Plan:** CM will review the District's Facilities Master Plan for the District and other written materials the District makes available by the District to CM to understand fully the nature, extent and intent of the Facilities Plan and the Project.
- 3.7 **Review of Measure H:** CM will review Measure H and other written materials made available by the District to CM that relate to Measure H to fully understand the extent of funding available to implement the District's Master Facilities Plan for the District, the anticipated schedule for issuance of Bonds under Measure H relative to the anticipated design, bidding and construction of projects.
- 3.8 **Expansion of Work based on Additional Funds:** Should the Board decide to expand the scope of the Project and/or supplement the Construction Budget based upon availability of additional funds, Construction Manager agrees to perform the additional scope of work under the fee and cost terms of this Agreement.
- 3.9 **Conflicts of Interest Prohibited:**
- 3.9.1 CM understands that District officials and employees are prohibited from involvement in decisions in which they may have a financial interest pursuant to Government Code sections 1090 and 87100 et seq., and certifies that it does not know of any facts indicating that any District official or employee has an ownership or other financial interest, direct or indirect, in this Agreement. Further, CM hereby certifies that no current District official or employee of the District, and no one who has been a District official or employee of the District within the past two years has participated in bidding, selling or promoting this Agreement. CM understands that in addition to the remedies available at law, that any failure to provide an accurate certification or any violation of this provision shall make the Agreement voidable by District.
- 3.9.2 CM shall not be permitted to submit proposals or otherwise seek contracts for the following services to be procured by the District in connection with any project covered by this Agreement: Design Professional, IORs or Test/Inspection. If CM identifies potential Design Professionals, Project Inspectors or Test/Inspection services in connection with a project, CM shall affirmatively and unequivocally represent and warrant to the District that neither CM nor any person who holds equity interest in CM's organization

is a former or current holder of any equity interest in the firm identified or has any financial interest in the firm identified. District reserves the sole discretion to waive this subsection's requirements on a case-by-case basis.

**ARTICLE 4. CM Staff**

- 4.1 The District selected CM to perform the Services because of the CM's skills and expertise of key personnel.
- 4.2 CM agrees that the following key personnel in CM's firm shall be associated with the Project and perform the Services in the following capacities:
  - Construction Manager during construction: Isaac White
  - Project Manager: Isaac White
  - Asst, Construction Manager: Nick Valentine
- 4.3 CM shall not change any of the key personnel listed above without the District's prior written approval, unless said personnel cease to be employed by CM. Regardless of the reason for the change in key personnel, District shall be allowed to interview and retains the right to approve replacement personnel.
- 4.4 If any designated lead or key person fails to perform to the satisfaction of the District, then upon the District's written notice, the CM will have seven (7) calendar days to remove that person from the Project and shall provide a replacement person acceptable to the District.
  - 4.4.1 All lead or key personnel for any Consultant must also be designated by the Consultant and are subject to all conditions stated in this Agreement.
- 4.5 CM represents that the Construction Manager has no existing interest and will not acquire any interest, direct or indirect, that could conflict in any manner or degree with the performance of Services required under this Agreement. CM agrees further that no person having any such interest shall be employed by CM.

**ARTICLE 5. Schedule of Work**

CM shall commence work under this Agreement upon receipt of a Notice to Proceed and shall prosecute the work diligently as described in **Exhibit "A"** so as to proceed with and complete the Services in compliance with the schedule attached as **Exhibit "C."** Time is of the essence and failure of CM to perform work on time as specified in this Agreement is a material breach of this Agreement.

**ARTICLE 6. Construction Cost Budget**

- 6.1 CM shall have responsibility, along with the Architect, to develop, review, and reconcile the Construction Cost Budget per Project with the Architect and the District throughout the design process and construction.
- 6.2 The Construction Cost Budget shall be the total cost to District of all Project elements the Design Team designs or specifies.
- 6.3 CM shall work cooperatively with the Project Design Team throughout the Project, including but not limited to, the Schematic Design Phase, Design Development Phase, and Construction Documents Phase, as described in **Exhibit "A,"** so that the Project's construction cost as designed by the Project Design Team will not exceed the Construction Cost Budget, as may be adjusted subsequently with the District's written approval. CM shall notify the District if it believes the Project's construction cost of the work by the Project Design Team will exceed the Construction Cost Budget, and/or if it believes the construction cost as designed will exceed the Construction Cost Budget. CM, however, shall not perform or be responsible for any design or architectural services.
- 6.4 Evaluations of the District's Construction Budget, and CM's preliminary and detailed cost estimates, represent the CM's best judgment as a professional familiar with the construction industry.
- 6.5 If the Bidding Phase has not commenced within ninety (90) days after DSA approval of the plans and specifications, the Construction Cost Budget may be adjusted at District's request to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the District and the date on which proposals are sought.
- 6.6 The District may, in its sole discretion, do one, or a combination, of the following if any of the events in Article 6.7 occur:
  - 6.6.1 Give CM written approval of an agreed adjustment to the Construction Cost Budget.
  - 6.6.2 Authorize CM to re-negotiate and/or re-bid the Project, when appropriate, within three (3) months' time of receipt of bids, at no additional cost to the District (exclusive of District and other agencies' review time).
  - 6.6.3 Terminate this Agreement if the Project is abandoned by the District without further obligation by either party.
  - 6.6.4 Within three (3) months of receipt of bids, instruct Design Team to revise the drawings and specifications (in scope and quality as approved by the District) to bring the Project within the Construction Cost Budget for re-bidding. CM will perform cost estimation, value engineering, constructability reviews, and/or bidding support at no additional cost to the District.



- 6.7 If any of the following events occur, the District may exercise any one, or any combination, of the actions set forth in Article 6.6 above:
- 6.7.1 The lowest responsive base bid received is five percent (5%) or more in excess of the Construction Cost Budget or
  - 6.7.2 The combined total of base bid and all additive alternates equal or exceed ten percent (10%) of the Construction Cost Budget; or
  - 6.7.3 The Construction Cost Budget increases in phases subsequent to the Schematic Design Phase due to reasonably foreseeable changes in the condition of the construction market in the Sacramento Area, in so far as these have not been caused by Acts of God, earthquakes, strikes, war, or energy shortages due to uncontrollable events in the world economy.

**ARTICLE 7. Fee and Method of Payment for Basic Services**

- 7.1 District shall pay CM an amount not to exceed **One Hundred Fifty-Eight Thousand Seven Hundred Fifty Dollars (\$158,750)** for all services contracted for under this Agreement and based on the Fee Schedule set forth in **Exhibit "D."**
- 7.2 District shall pay CM the Fee pursuant to the provisions herein and the method of payment set forth in **Exhibit "D."**
- 7.3 CM shall bill its work under this Agreement on a percent of completion basis in accordance with **Exhibit "D."**
- 7.4 No increase in fee will be due from change orders generated during the construction period to the extent caused by CM's error(s) or omission(s).
- 7.5 The CM's fee set forth in this Agreement shall be full compensation for all of CM's Services incurred in the performance hereof as indicated in **Exhibit "D,"** including, without limitation, all costs for personnel, travel within two hundred (200) miles of the Project location, offices, per diem expenses, printing, providing or shipping of deliverables in the quantities set forth in **Exhibit "A."**

**ARTICLE 8. Payment for Extra Services**

- 8.1 Any charges for Extra Services shall be paid by the District as described in **Exhibit "B"** at the rates set forth in **Exhibit "D"** only upon certification of the District's prior written authorization of the claimed Extra Services and the Extra Services have been satisfactorily completed.
- 8.2 CM shall submit to District a written proposal describing the proposed scope of services and listing the personnel, labor duration, rates, and cost. CM shall proceed with Extra Services only upon receiving the District's prior written authorization. CM will not be entitled to any compensation for Extra Services performed prior to receiving District's written authorization.

- 8.3 If CM performs any Extra Services without the District's authorized representative's prior written authorization, the District will not be obligated to pay for such Extra Services. The foregoing provision notwithstanding, CM will be paid by the District as described in **Exhibit "B"** for Extra Services the District's authorized representative verbally requests, provided CM confirms such request in writing pursuant to the notice requirements of this Agreement, and proceeds with such Extra Services not earlier than two (2) business days after the District receives CM's written confirmation of the request.

**ARTICLE 9. Ownership of Data**

- 9.1 All of CM's work product prepared or generated in connection with this Agreement is the District's property.
- 9.2 Upon the District's request, the CM shall make available to the District all work product completed or in progress at the time of such a request.
- 9.3 After Project completion or, if the District exercises the right to terminate this Agreement pursuant to the Agreement terms, CM shall assemble and deliver to District within five (5) calendar days of the District's written request, all of CM's work product of the generated, prepared, reviewed or compiled in connection with this Agreement and the Services and authorized Extra Services hereunder. This includes, without limitation, all CM generated documents, copies of all documents CM exchanged with or copied to or from all other Project participants, and all closeout documents. CM shall be index and organize appropriately said Project records for easy use by District personnel.
- 9.4 All Project records are District property, whether or not those records are in the CM's possession. District retains all rights to all copyrights, designs, and other intellectual property embodied in the plans, record drawings, specifications, estimates, and other documents that CM or its Consultants prepare or cause to be prepared pursuant to this Agreement. Notwithstanding the preceding sentence, CM and its Consultants shall be entitled to reuse work product generated under this Agreement.

**ARTICLE 10. Termination of Contract**

- 10.1 District's Request for Assurances: If District at any time reasonably believes CM is or may be in default under this Agreement, District may in its sole discretion notify CM of this fact and request written assurances from CM of performance of Services and a written plan from CM to remedy any potential default under the terms this Agreement that the District may advise CM of in writing. CM shall, within ten (10) calendar days of District's request, deliver a written cure plan that meets the District's requirements in its request for assurances. CM's failure to provide such written assurances of performance and the required written plan, within ten (10) calendar days of request, will constitute a material breach of this Agreement sufficient to justify termination for cause.
- 10.2 District's Termination of CM for Cause: If CM fails to perform CM's duties to the District's satisfaction, or if CM fails to fulfill in a timely and professional

manner CM's material obligations under this Agreement, or if CM violates any of the material terms or provisions of this Agreement, the District shall have the right to terminate this Agreement effective immediately upon the District giving CM written notice thereof. In the event of a termination pursuant to this subdivision, CM may invoice District for all work performed until the notice of termination, but District shall have the right to withhold payment and deduct any amounts equal to the District's costs because of CM's actions, errors, or omissions.

- 10.3 District's Termination of CM for Convenience: District shall have the right in its sole discretion to terminate this Agreement for its own convenience. In the event of a termination for convenience, CM may invoice District and District shall pay all undisputed invoice(s) for work performed until the notice of termination. This shall be the only amount(s) potentially owing to CM if there is a termination for convenience.
- 10.4 CM's Termination of Agreement for Cause: CM has the right to terminate this Agreement if the District does not fulfill its material obligations under this Agreement and fails to cure such material default within sixty (60) days of receipt of written notice of said defaults, or if the default cannot be cured within sixty (60) days, commence to cure such default, diligently pursue such cure, and complete the cure within a reasonable time following written notice and demand from CM. Such termination shall be effective after receipt of written notice from CM to the District.
- 10.5 Effect on Pre-Termination Services: Except as indicated in this Article, termination shall have no effect upon any of the rights and obligations of the Parties arising out of any transaction occurring prior to the effective date of such termination.
- 10.6 Ceasing Services upon Termination: If, at any time in the progress of performing Services under this Agreement, the District determines that CM's Services should be terminated, the CM, upon the District's written notice of such termination, shall immediately cease providing Services, except to transfer files as directed by the District. The District shall pay CM only the fee associated with the Services provided and approved by District since the last paid invoice and up to the notice of termination.
- 10.7 Project Suspension: If the Project is suspended by the District for more than one hundred and eighty (180) consecutive days, the CM shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the schedule shall be adjusted and the CM's compensation shall be equitably adjusted to provide for expenses incurred in the resumption of the CM's Services. CM shall make every effort to maintain the same Project personnel after suspension.

## **ARTICLE 11. Indemnity**

- 11.1 To the furthest extent permitted by California law, CM shall indemnify and hold free and harmless the District, its Governing Board, agents, representatives,

officers, consultants, employees, trustees, and volunteers ("the Indemnified Parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity ("Claim") that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CM, its officers, employees, subcontractors, consultants, or agents, including without limitation, the payment of all consequential damages. CM shall also, to the furthest extent permitted by California law, defend the Indemnified Parties at CM's own expense, including attorneys' fees and costs, from any and all Claim(s) and allegations relating thereto with counsel approved by District where such approval is not to be unreasonably withheld.

- 11.2 CM shall pay and satisfy any judgment, award, or decree that may be rendered against the Indemnified Parties in any Claim. CM's obligation pursuant to Article 11.1 includes reimbursing the District for the cost of any settlement paid by the Indemnified Parties and for any and all fees and costs, including but not limited to, legal fees and costs, expert witness fees, and consultant fees, incurred by the Indemnified Parties in the defense of any Claim(s), or to enforce the indemnity herein. CM's obligation to indemnify shall not be restricted to insurance proceeds.
- 11.3 District may withhold from amounts owing to CM any and all costs that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CM.

**ARTICLE 12. Conduct on Project Site and Fingerprinting**

- 12.1 Unacceptable and/or loud language will not be tolerated. "Cat calls" or other derogatory language toward students or public will not be allowed.
- 12.2 Drugs, alcohol, and smoking on District property are strictly prohibited. No drugs, alcohol and/or smoking are allowed at any time in any building and/or grounds on District's property. No students, staff, visitors or contractors are to use drugs on District's property.
- 12.3 Pursuant to Education Code section 45125.2, the District has determined on the basis of the scope of Services in this Agreement that CM and its subcontractors and employees will have only limited contact with pupils. CM will promptly notify the District in writing of any facts or circumstances which might reasonably lead the District to determine that contact will be more than limited. Should there be more than limited contact, CM shall comply with the provisions of Education Code section 45125.1 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees. CM shall not permit any employee to have any contact with District pupils until such time as the CM has verified in writing to the governing board of the District that the employee has not been convicted of a felony, as defined in Education Code section 45122.1. CM's responsibility shall extend to all employees, agents, and employees or agents of its Consultants regardless of whether those individuals are paid or unpaid, concurrently employed by the District, or

acting as CM's independent contractors. CM shall provide to District verification of compliance with this section by submitting an executed Criminal Background Investigation Certification (**Exhibit "E"**).

- 12.4 For all workers on District property, CM shall comply with all applicable federal, state and local laws regarding COVID-19, including but not limited to the CDPH's State Public Health Officer Orders.

**ARTICLE 13. Responsibilities of the District**

- 13.1 The District shall examine the documents submitted by the CM and shall render decisions so as to avoid unreasonable delay in the process of the CM's Services.
- 13.2 The District shall provide to the CM as complete information as is available to District regarding the District's Project requirements.
- 13.3 The District shall retain design professional(s) whose services, duties and responsibilities will be described in written agreement(s) between the District and design professional(s).
- 13.4 Unless the contract documents require that Contractor provide any of the following, the District shall, in a timely manner, and with CM's assistance, secure, submit and pay for necessary approvals, easements, assessments, permits and charges required for the construction, use, or occupancy of permanent structures or for permanent changes in existing facilities, subject to CM's and/or the Design Team's duties to recommend or provide same.
- 13.5 The District, its representatives, and consultants shall communicate with the Contractor either directly or through the CM.
- 13.6 The District shall designate an officer, employee and/or other authorized representatives to act on the District's behalf with respect to the Project. The District's Project representative shall be available during working hours and as often as may be required to render decisions and to furnish information in a timely manner.

**ARTICLE 14. Liability of District**

- 14.1 Other than as provided in this Agreement, District's obligations under this Agreement shall be limited to the payment of the compensation as provided in this Agreement. Notwithstanding any other provision of this Agreement, 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, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
- 14.2 CM shall pay to District any and all costs incurred by District, or for which District may become liable, to the extent caused by negligent delays, acts, or omissions of CM in its performance of its Services.

- 14.3 District shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by CM, or by its employees, even though such equipment be furnished or loaned to CM by District.
- 14.4 CM hereby waives any and all claim(s) for recovery from the District under this Agreement, which loss or damage is covered by valid and collectible insurance policies. CM agrees to have its required insurance policies endorsed to prevent the invalidation of insurance coverages by reason of this waiver. This waiver shall extend to claims paid, or expenses incurred, by CM's insurance company on the District's behalf.

**ARTICLE 15. Insurance**

- 15.1 CM shall procure, prior to commencement of Services, and will maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CM, their agents, representatives, employees and sub-consultant(s). CM's liabilities, including but not limited to, CM's indemnity or defense obligations under this Agreement, shall not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of this Agreement and CM's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement, as required or when requested, may be treated by the District, subject to its sole discretion, as a material breach of contract.
- 15.2 **Minimum Scope and Limits of Insurance:** Coverage shall be at least as broad as the following scopes and limits:
- 15.2.1 **Commercial General Liability.** Two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury, property damage, death, advertising injury, and medical payments arising from the performance of any portion of the Services. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Project/location or the general aggregate limit shall be twice the required occurrence limit.
- 15.2.2 **Commercial Automobile Liability, Any Auto.** One million dollars (\$1,000,000) per occurrence.
- 15.2.3 **Workers' Compensation.** Statutory limits required by the State of California. For all of the CM's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, CM shall keep in full force and effect, a Workers' Compensation policy. CM shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.

- 15.2.4 **Employer's Liability.** One million dollars (\$1,000,000) per accident for bodily injury or disease. For all of the CM's employees who are subject to this Agreement, CM shall keep in full force and effect, an Employers' Liability policy. That policy shall provide employers' liability coverage with minimum liability coverage of Two million dollars (\$2,000,000) per occurrence. CM shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.
- 15.2.5 **Professional Liability.** This insurance shall cover the CM and its sub-consultant(s), if any, for one million dollars (\$1,000,000) aggregate limit subject to no claim deductible, coverage to continue through completion of construction plus two years thereafter. The policy must contain terms or endorsements extending coverage that requires the insurer to defend and indemnify for acts which happen before the effective date of the policy provided the claim is first made during the policy period.
- 15.3 The District reserves the right to modify the limits and coverages described herein, with appropriate credits or charges to be negotiated for such changes.
- 15.4 **Deductibles and Self-Insured Retention:** Any deductibles or self-insured retention exceeding Twenty-Five Thousand Dollars (\$25,000) must be declared to and approved by the District. At the option of the District, either:
- 15.4.1 The District can accept the higher deductible;
- 15.4.2 CM's insurer shall reduce or eliminate such deductibles or self-insured retention as respects the District, its officers, officials, employees and volunteers; or
- 15.4.3 CM shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- 15.5 **Other Insurance Provisions:** The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
- 15.5.1 All policies except for the worker's compensation, employer's liability and professional liability insurance policy shall be written on an occurrence form.
- 15.5.2 The District, its representatives, consultants, trustees, officers, officials, employees, agents, and volunteers ("Additional Insureds") are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the CM; Instruments of Service and completed operations of the CM; premises owned, occupied or used by the CM; or automobiles owned, leased, hired or borrowed by the CM. The coverage shall contain no special

limitations on the scope of protection afforded to the Additional Insureds. All endorsements shall waive any right to subrogation against any of the Additional Insureds.

- 15.5.3 Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insureds.
- 15.5.4 CM shall pay all insurance premiums, including any charges for required waivers of subrogation or the endorsement of additional insureds. If CM fails to maintain insurance, District may take out comparable insurance, and deduct and retain amount of premium from any sums due CM under the Agreement.
- 15.5.5 The CM's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 15.5.6 Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled, not renewed, or material change in coverage except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.
- 15.5.7 CM's insurance coverage shall be primary and non-contributory insurance as respects the Additional Insureds with respect to any claims related to, arising out of, or connected with the Project. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of the CM's insurance and shall not contribute with it.
- 15.5.8 Construction Manager shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.
- 15.5.9 CM shall require all subconsultants to maintain the level of insurance CM deems appropriate with respect to the consultant's scope of the Work unless otherwise indicated in the Agreement. CM shall cause the subconsultants to furnish proof thereof to District within ten (10) days of District's request. Should CM not require subconsultants to provide the same level of insurance as is required of CM, as provided in this Agreement, CM is not relieved of its indemnity obligations to District or fulfilling its insurance requirements as provided in this Agreement.
- 15.5.10 If CM normally carries insurance in an amount greater than the minimum amounts required herein, that greater amount shall become the minimum required amount of insurance for purposes of the Agreement. Therefore, CM hereby acknowledges and



agrees that all insurance carried by it shall be deemed liability coverage for all actions it performs in connection with the Agreement.

- 15.6 **Acceptability of Insurers:** Insurance is to be placed with insurers admitted in California with a current A.M. Best's rating of no less than A:VII. CM shall inform the District in writing if any of its insurer(s) have an A.M. Best's rating less than A:VII. At the option of the District, the District may either:
- 15.6.1 Accept the lower rating; or
  - 15.6.2 Require CM to procure insurance from another insurer.
- 15.7 **Verification of Coverage:** Prior to commencing with its provision of Services under this Agreement, but no later than three (3) calendar after the Notice of Award, CM shall furnish the District with:
- 15.7.1 Certificates of insurance showing maintenance of the required insurance coverage;
  - 15.7.2 Original endorsements affecting coverage. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the District before work commences.
- 15.8 **Copy of Insurance Policy(ies):** Upon the District's request, CM will furnish District with a copy of all insurance policies related to its provision of Services under this Agreement.

**ARTICLE 16. Nondiscrimination**

CM agrees to comply with the provisions of the California Fair Employment and Housing Act as set forth in part 2.8 of division 3 of the California Government Code, commencing at section 12900; the Federal Civil Rights Act of 1964, as set forth in Public Law 88-352, and all amendments thereto; Executive Order 11246; and all administrative rules and regulations found to be applicable to Consultant and all of its subcontractors. In addition, Consultant agrees to require like compliance by all of its subcontractor(s).

**ARTICLE 17. Covenant Against Contingent Fees**

CM warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CM, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CM, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of this Agreement. For breach or violation of this warranty, the District shall have the right to annul this Agreement without liability, or in its discretion, to deduct from the contract price or consideration or otherwise recover the full amount of such fee, commission, percentage fee, gift, or contingency.

**ARTICLE 18. Entire Agreement/Modification**

This Agreement, including the Exhibits hereto, supersedes all previous contracts and constitutes the entire understanding of the Parties hereto. CM shall be entitled to no benefit other than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both Parties. CM specifically acknowledges that in entering into this Agreement, CM relies solely upon the provisions contained in this Agreement and no others.

**ARTICLE 19. Non-Assignment of Agreement**

This Agreement is intended to secure the CM's specialized services. CM may not assign, transfer, delegate or sublet any interest therein without the District's prior written consent. Any assignment, transfer, delegation or sublease without the District's prior written consent shall be considered null and void.

**ARTICLE 20. Law, Venue**

20.1 This Agreement has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California.

20.2 To the fullest extent permitted by California law, Sacramento County shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

**ARTICLE 21. Alternative Dispute Resolution**

21.1 All claims, disputes or controversies arising out of, or in relation to the interpretation, application or enforcement of this Agreement may be decided through mediation as the first method of resolution. Notice of the demand for mediation of a dispute shall be filed in writing with the other party to the Agreement. The demand for mediation shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice.

21.2 If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Consultant shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Consultant's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the Consultant submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.

21.3 Notwithstanding any disputes, claims or other disagreements between the CM and the District, CM shall continue to provide and perform Services hereunder pending a subsequent resolution of such disputes.

**ARTICLE 22. Tolling of Claims**

CM agrees to toll all statutes of limitations for District's assertion of claims against CM that arise out of, pertain to, or relate to Contractors' or subcontractors' claims against District involving CM's work, until the Contractors' or subcontractors' claims are finally resolved.

**ARTICLE 23. Severability**

If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

**ARTICLE 24. Employment Status**

- 24.1 CM shall, during the entire term of Agreement, be construed to be an independent contractor and nothing in this Agreement is intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow District to exercise discretion or control over the professional manner in which CM performs the Services which are the subject matter of this Agreement; provided always, however, that the Services to be provided by CM shall be provided in a manner consistent with all applicable standards and regulations governing such Services.
- 24.2 CM understands and agrees that CM's personnel are not and will not be eligible for: membership in, or to receive any benefits from, any District group plan for hospital, surgical or medical insurance; membership in any District retirement program; paid vacation, paid sick leave or other leave, with or without pay; or any other benefits which accrue to a District employee.
- 24.3 Should District, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Department, or both, determine that CM or any employee of CM is an employee of District for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by CM which can be applied against this liability). District shall then forward those amounts to the relevant taxing authority.
- 24.4 Should a relevant taxing authority determine a liability for past services performed by CM for District, upon notification of such fact by District, CM shall promptly remit the amount due or arrange with District to have the amount due withheld from future payments to CM under this Agreement (again, offsetting any amounts already paid by CM which can be applied as a credit against that liability).
- 24.5 A determination of employment status pursuant to the preceding two paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, CM shall not be considered an

employee of District. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine CM is an employee for any other purpose, then CM agrees to a reduction in District's liability resulting from this Agreement pursuant to principles similar to those stated in the foregoing paragraphs so that the total expenses of District under this Agreement shall not be greater than they would have been had the court, arbitrator, or administrative authority determined CM was not an employee.

- 24.6 Nothing in this Agreement shall operate to confer rights or benefits on persons or entities not a party to this Agreement.

**ARTICLE 25. Warranty of CM**

- 25.1 CM warrants that CM is properly licensed and/or certified under the laws and regulations of the State of California to provide the Services that it has herein agreed to perform. CM further warrants that all of the work CM performs under this Agreement shall comply with all applicable laws, rules, regulations and codes of the United States and the State of California. CM also warrants that it shall comply with all applicable ordinances, regulations, and resolutions of Sacramento County.
- 25.2 CM certifies that it is aware of the provisions of the California Labor Code of the State of California, requiring every employer to be insured against liability for workers compensation or to undertake self-insurance in accordance with the provisions of that code, and it certifies that, if applicable, it will comply with those provisions before commencing the performance of the work of this Agreement.
- 25.3 To the extent that the work performed under this contract is subject to labor compliance and enforcement by the DIR, CM specifically acknowledges and understands that it shall perform the Services while complying with all applicable provisions of Division 2, Part 7, Chapter 1 of the Labor Code and Title 8 of the California Code of Regulations, including all applicable prevailing wage requirements.

**ARTICLE 26. Cost Disclosure - Documents and Written Reports**

CM shall be responsible for compliance with California Government Code section 7550, if the total cost of the Agreement is over five thousand dollars (\$5,000).

**ARTICLE 27. Communications / Notice**

Notices and communications between the Parties to this Agreement may be sent to the following addresses by registered or certified mail with postage prepaid, return receipt requested, by overnight delivery service, or by personal delivery:

**District:**

Sacramento City Unified School District  
5735 47th Avenue  
Sacramento, CA 95824  
ATTN: Tina Alvarez Bevens, Contracts

**CM:**

Innovative Construction Services, Inc.  
5433 El Camino Ave Ste 2  
Carmichael, CA 95608  
ATTN: Meredith Collins

If notice is given by registered or certified mail with postage prepaid, return receipt requested, it shall be considered delivered on the day the notice is signed for. If notice is given by overnight delivery service, it shall be considered delivered on the date stated in the proof of delivery.

CM and District, by notice given hereunder, may designate different addresses to which subsequent notices, certificates or other communications will be sent.

**ARTICLE 28. [RESERVED]**

**ARTICLE 29. District's Right to Audit**

- 29.1 District retains the right to review and audit, and the reasonable right of access to CM's and any Consultant's premises to review and audit the CM's compliance with the provisions of this Agreement ("District's Right"). The District's Right includes the right to inspect, photocopy, and to retain copies, outside of CM's premises, of any and all Project-related records and other information with appropriate safeguards, if such retention is deemed necessary by the District in its sole discretion. The District shall keep this information confidential, as allowed by applicable law.
- 29.2 The District's Right includes the right to examine any and all books, records, documents and any other evidence of procedures and practices that the District determines is necessary to discover and verify whether CM is in compliance with all requirements of this Agreement.
- 29.3 If there is a claim for additional compensation or for Extra Services, the District's Right includes the right to examine books, records, documents, and any and all other evidence and accounting procedures and practices that the District determines is necessary to discover and verify all direct and indirect costs, of whatever nature, which are claimed to have been incurred, or anticipated to be incurred.
- 29.4 CM shall maintain complete and accurate records in accordance with generally accepted accounting practices in the industry. CM shall make available to the District for review and audit all Project-related accounting records and

documents and any other financial data. Upon District's request, CM shall submit exact duplicates of originals of all requested records to the District.

- 29.5 CM shall include audit provisions in any and all of its subcontracts, and shall ensure that these sections are binding upon all Consultants.
- 29.6 CM shall comply with these provisions within fifteen (15) days of the District's written request to review and audit any or all of CM's Project-related records and information.

**ARTICLE 30. Other Provisions**

- 30.1 CM shall be responsible for the cost of construction change orders caused directly by CM's willful misconduct or negligent acts, errors or omissions. Without limiting CM's liability for indirect or consequential cost impacts, the direct costs for which CM shall be liable shall equal its proportionate share of the difference between the cost of the change order and the reasonable cost of the work had such work been a part of the originally prepared Construction Documents. These amounts shall be paid by CM to District or the District may withhold those costs from amounts due or to become due to CM.
- 30.2 Neither the District's review, approval of, nor payment for, any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement, and CM shall remain liable to the District in accordance with this Agreement for all damages to the District caused by CM's failure to perform any of the Services furnished under this Agreement to the standard of care of the CM for its Services, which shall be, at a minimum, the standard of care of construction managers performing similar work for California public school districts at or around the same time and in or around the same geographic area of the District.
- 30.3 CM shall share, credit, or reimburse District fifty percent (50%) of the amount of any tax deduction and/or credit CM receives for District Projects under the Commercial Buildings Energy-Efficiency Tax Deduction, 26 U.S. Code § 179D ("Section 179D"). CM shall provide District with all necessary documentation to enable District to verify the amounts of the Section 179D tax deduction. CM shall notify District in writing of the Section 179D tax deduction within 30 days of when CM receives IRS notice of the Section 179D tax deduction or receives the Section 179D tax refund, whichever occurs first.
- 30.4 Each party warrants that it has had the opportunity to consult counsel and understands the terms of this Agreement and the consequences of executing it. In addition, each party acknowledges that the drafting of this Agreement was the product of negotiation, that no party is the author of this Agreement, and that this Agreement shall not be construed against any party as the drafter of the Agreement.
- 30.5 The individual executing this Agreement on behalf of CM warrants and represents that she/he is authorized to execute this Agreement and bind the CM to all terms hereof.

30.6 This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. A facsimile or electronic signature shall be deemed to be the equivalent of the actual original signature. All counterparts so executed shall constitute one Agreement binding all the Parties hereto.

**ARTICLE 31. Exhibits.**


Exhibits "A" through "E" attached hereto are hereby incorporated by this reference and made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) indicated below.

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT**

**INNOVATIVE CONSTRUCTION SERVICES, INC**

By: \_\_\_\_\_  
Rose Ramos  
Chief Business Officer

By:  \_\_\_\_\_  
Meredith Collins  
CFO

Date: \_\_\_\_\_

Date:  \_\_\_\_\_

**EXHIBIT "A"**

**RESPONSIBILITIES AND SERVICES OF CONSTRUCTION MANGER**

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## EXHIBIT "A"

### RESPONSIBILITIES AND SERVICES OF CONSTRUCTION MANAGER

Construction Manager ("CM") shall provide professional services necessary for completing the following:

#### **1. BASIC SERVICES**

- 1.1. Provide work which shall comply with professional standards and applicable requirements of federal, state, and local law.
- 1.2. Monitor and advise the District as to all material developments in the Project. Maintain reporting systems for scope, sequencing, scheduling, budgets and communication for the Project using existing District software.
- 1.3. Be the focal point of all communication to and from construction Contractor(s).
- 1.4. Implement methods to budget and track all expenditures on the Project. CM shall generate monthly reports to the District reflecting this information.
- 1.5. Prepare methods to track and report on schedule status for the Project. CM shall develop master schedules and milestone schedules for the Project, and shall report on same each month to the District.
- 1.6. CM shall work cooperatively with District to anticipate and maintain a schedule of upcoming Board information and action items and shall prepare reports, background materials, and preliminary materials in District-specified format.
- 1.7. CM shall work cooperatively with the Design Team and the District to:
  - 1.7.1. Define and schedule the Project.
  - 1.7.2. Provide Services that will result in the development of an overall Project strategy with regard to phases, construction schedules, timing, budget, prequalification, contractor and consultant procurement, construction materials, building systems, and equipment.
- 1.8. Organize an initial planning workshop to create baseline parameters for the Project(s), to define overall building requirements, Project(s) strategy, conceptual budget and schedule. Pursuant to understandings reached at these meetings, CM will develop an implementation plan that identifies the various phases of the Project(s), coordination among phases, and budget and time constraints for each phase of the Project. The plan will include a detailed strategy, Project Budget and Project schedule as well as identification of critical events and milestone activities.
- 1.9. Perform constructability reviews, determine construction feasibility, availability of materials and labor, time requirements for installation and construction, and factors related to cost, including costs of alternative designs, of materials, preliminary budgets, and possible economies.

- 1.10. Interface with the Contractor and all subcontractors during construction to ensure that the District is provided with an acceptable Project and the best value for taxpayer dollars.
- 1.11. Advise the District as to the regulatory agencies that have jurisdiction over any portion or all of the Project, and as to coordination with and implementation of the requirements of the regulatory agencies, including without limitation DSA.
- 1.12. Contract for or employ, at CM's expense, sub-consultant(s) to the extent deemed necessary for CM's services. Nothing in the foregoing shall create any contractual relationship between the District and any sub-consultant(s) employed by the CM under terms of this Agreement.
- 1.13. Cooperate with the District, Board, and other professionals employed by the District for the design, coordination or management of other work related to the Project, including District staff and consultants, project manager(s), citizens' oversight committee, other District committees, and the community to facilitate the timely completion of the Project within Board-approved budgets and to District design standards.
- 1.14. Chair, conduct and take minutes of periodic meetings between District and its design professional(s), the Site Committee meetings, and construction meetings during the course of the Project. CM shall invite the District and/or its representative and the Project Inspector to participate in these meetings. CM shall keep meeting minutes to document comments generated in these meetings.
- 1.15. Develop for District approval a Project time schedule at the start of Project development that does the following:
  - 1.15.1. Provides sufficient time for prequalification, and if necessary the resolution of any appeals, bidding, and, if necessary, rebidding, or negotiating if applicable, the Project;
  - 1.15.2. Coordinates and integrates the design professional(s)' design efforts with bidding schedules;
  - 1.15.3. Includes realistic activity sequences and durations, allocation of labor and materials and delivery of products requiring long lead-time procurement; and
  - 1.15.4. Takes into account the District's occupancy requirements (showing portions of the Project having occupancy priority and ongoing operational occupancy requirements).
- 1.16. Be responsible for the professional quality and technical accuracy of all cost estimates, constructability reviews, studies, reports, projections, opinions of the probable cost of construction, and other services furnished by CM under this Agreement as well as coordination with all Master Plans, studies, reports and other information provided by District to CM. CM shall, without additional compensation, correct or revise any errors or omissions in materials it generates.
- 1.17. Maintain a log of all meetings, site visits or discussions held in conjunction with the work of the Project, with documentation of major discussion points, observations, decisions,

questions or comments. These shall be furnished to the District and/or its representative for inclusion in the overall Project documentation.

- 1.18. Coordinate transmittal of documents to regulatory agencies for review and advise the District of potential problems in completion of such reviews.
- 1.19. Prepare a bidders list for each bid package for approval by the District.
- 1.20. Assistance with administration of the prequalification process;
- 1.21. Assistance in development of documents necessary or appropriate for bidding the Construction Contract for the Project;
- 1.22. Development of bidders' interest in a Project, including but not limited to telephonic and correspondence campaigns and preparing and placing notices and advertisements to solicit bids for the Project(s);
- 1.23. Assistance in conducting job walks and bidders' conferences and the maintenance and preparation of minutes of job walks or bidder's conferences;
- 1.24. Assistance in responding to bidders' inquiries and the development of bid addenda as necessary or appropriate;
- 1.25. Review of bid proposals for responsiveness to bid requirements, evaluation of bidder responsibility, and analysis of completed questionnaires;
- 1.26. Interviewing possible bidders, references, bonding agents and financial institutions;
- 1.27. Preparing recommendations for the District for pre-qualification of prospective bidders;
- 1.28. Tabulations and evaluation of bid results along with a recommendation for award of the Construction Contract for a Project;
- 1.29. Assisting with resolution of any appeals;
- 1.30. For Lease Leaseback projects, coordinate Request for Qualifications/Proposals ("RFP") process and assist in negotiation of agreements, including, Site Lease and Facilities Lease with guaranteed maximum price; and
- 1.31. Preparation of agenda items for Board approval.
- 1.32. Provide documentation, pictures, and other information and assistance to the District for the District's use on a website for public access to show Project status.
- 1.33. Provide direction and planning to ensure Project adherence to applicable environmental requirements, such as those emanating from the Environmental Protection Agency ("EPA"), Cal/EPA, the California Environmental Quality Act ("CEQA"), and State of California laws, regulations and rules. CM shall comply with, and ensure that all Consultants, all Contractors and their subcontractors and design professionals and their subconsultants comply with, any storm water pollution prevention plans, other storm water management program and other environmental impact mitigation requirements that are approved by the District and applicable to the Project, at no additional cost to the District.

- 1.34. Cooperate and implement District's reporting to and interface with the Labor Commissioner's Office, including but not limited to:
  - 1.34.1. Registering public works project with the Department of Industrial Relations (DIR) within thirty (30) days of the award, but in no event later than the first day in which a contractor has workers employed upon the public work;
  - 1.34.2. Requiring proof of public works contractor registration before accepting a bid or awarding a contract; and
  - 1.34.3. Reporting any suspected public works violations to the Labor Commissioner.
- 1.35. CM shall maintain accurate Project cost accounting records maintained with generally accepted accounting principles ("GAAP") on authorized work performed under unit costs, actual costs for labor and material, or other basis for maintaining required accounting records. CM shall provide accounting records to the District on a monthly basis, or as reasonably requested by District. CM shall afford the District access to these records and preserve these records for a period of three (3) years after final payment, at no cost to the District.
- 1.36. Assist Architect with the preparation of an estimate of costs for all addenda and coordinate with Architect to submit the estimate to the District for approval. Assist and coordinate with Architect as required to adjust the Construction Cost Budget and other Project costs as indicated in this Agreement and as required in the Agreement for Architectural Services.
- 1.37. Provide and maintain a management presence on the Project site.
- 1.38. CM is **NOT** responsible for:
  - 1.38.1. Ground contamination or hazardous material analysis.
  - 1.38.2. Any asbestos testing, design or abatement; however, it shall coordinate and integrate its work with any such information provided by District.
  - 1.38.3. Compliance with the California Environmental Quality Act ("CEQA"), except that CM agrees to coordinate its work with that of any CEQA consultants retained by the District, and the work of Contractor and the Design Team to provide current information for use in CEQA compliance documents and to identify and carry out mitigation measures.
  - 1.38.4. Historical significance report.
  - 1.38.5. Soils investigation.
  - 1.38.6. Geotechnical hazard report.
  - 1.38.7. Topographic survey, including utility locating services.

## 2. GENERAL PROJECT SERVICES

- 2.1 **General:** Monitor and advise the District and Program Manager as to all material developments on the Project. CM shall implement with District approval reporting methods developed by Program Manager for schedules, cost and budget status. The CM shall be

the focal point of all communication to and from construction Contractor and shall be copied on all communications between the District and its Design Team.

- 2.2 **Scheduling:** Track and report on schedule status for Project. The CM shall develop Project master schedules and milestone schedules, and review and approve Contractor project schedules and milestone schedules for the project per specifications, and shall report on same each month to the District and Program Manager.
- 2.3 **Cost Controls:** Implement methods to track construction expenditures on the Project using methods developed by Program Manager. The CM shall generate monthly reports to the District reflecting this information.

### 3. PRECONSTRUCTION PHASE

- 3.1 To the extent requested by District or Program Manager, assist with providing overall coordination of the Project; serve as the focal point of communication, transmitting information to the District and Design Team on general aspects of the Project, including planning, scheduling, cost management, progress reporting, design review, dispute resolution, and documentation. Communications from the construction Contractor to the District and Design Team shall be through the CM. The CM shall receive simultaneous copies of all written communications from the District or the Design Team to the construction Contractor.
- 3.2 To the extent requested by District or Program Manager, assist with the detailed definition of project scope, budget, and schedule, as needed. Review and reconcile cost estimates from the assigned architect and coordinate peer review estimates when requested by the District. Advise the District regarding owner-supplied equipment and other potential cost-saving measures.
- 3.3 To the extent requested by District or Program Manager, assist the District in the solicitation and retention of design and engineering consultants, and coordinate design consultants' activities and delivery schedules, as needed. Provide value engineering and life cycle cost analysis.
- 3.4 Provide design-phase services in conjunction with the architecture firms awarded the Project by the District. Work with the Architect to conform and refine designs to correlate designs to budget and Facilities Master Plan, if applicable. Review design documents for constructability, scheduling, consistency, and coordination during schematic and design development phases of work. Perform constructability reviews at appropriate stages of design. Assist with verification of site conditions. Expedite design reviews, including modifications. Keep accurate documentation of all discussions with users regarding scope and resolution.
- 3.5 Prepare and maintain a Construction Management schedule for the Project. Prepare a procurement plan and move in occupancy planning, where required.
- 3.6 To the extent requested by District or Program Manager, assist with monitoring and reporting to the District on status of design and state approval in relation to the schedule for the Project. Attend meetings to coordinate design efforts for the Project. Assist in identifying and obtaining all necessary approvals.

- 3.7 To the extent requested by District or Program Manager, assist with soliciting proposals, evaluate, and recommend other professional consultants needed to complete the Project.
- 3.8 Implement District-approved implementation procedures, forms and reporting requirements for the Project that involve all members of the Project team, including the District, Design Team, and construction Contractor.
- 3.9 Work with the Design Team and District to develop the final sizes, choice of materials, services and utilities and other detailed design and performance criteria of the Project.
- 3.10 To the extent requested by District or Program Manager, provide value engineering at the Schematic Design and/or 100% Design Development Phase. This evaluation will consist of a review of the proposed materials, equipment, systems and other items depicted in the design documents and shall be coordinated with the District's design guidelines and design professional(s). The CM will prepare a value engineering report documenting the results of the evaluation and make recommendations to the District with respect to alternatives, deletions, or amendments of such proposed items that pertain to the anticipated construction costs, useful life, maintenance and operational costs and efficiencies. The CM shall provide to the District value engineering recommendations and cost/benefit analysis of those recommendations.
- 3.11 Perform or subcontract for constructability reviews of the Project at the Design Development Phase and at 90% of the Construction Documents Phase. The CM shall review the design documents for clarity, consistency, constructability and coordination. The results of the review shall be provided in writing and as notations on the documents to the District. The CM shall also make recommendations to the District with respect to constructability, construction cost, sequence of construction, and construction duration.
- 3.12 Develop master bid/award schedule(s) including construction milestones for the Project through the completion of construction, as directed by the District, in coordination with design professional(s) and advise and consult with the District. CM shall review and approve construction Contractor's schedules, but shall not dictate any construction Contractor's means and/or methods of performance.
- 3.13 Establish schedules for any Consultant, and for any hazardous materials or other testing, and review costs, estimates, and invoices of each.
- 3.14 Implement a management control system to support such functions as planning, organizing, scheduling, budgeting, reporting progress, and identifying and documenting problems and solutions for the Project. Prepare monthly progress reports for the District regarding the schedule for the Project.
- 3.15 To the extent requested by District or Program Manager, organize an initial planning workshop to create baseline parameters for the Project, to define overall building requirements, Project strategy, conceptual budget and schedule. Pursuant to understandings reached at these meetings, Construction Manager will develop an implementation plan that identifies the various phases of the Project, coordination among phases, and budget and time constraints for each phase of the Project. The plan will include a detailed strategy, master budget and master schedule as well as identification of critical events and milestone activities.

- 3.16 To the extent requested by District or Program Manager, provide updated cost estimates for the Project at the Schematic Design, Design Development, and Construction Documents Phases as directed by District; coordinate with design professional(s) and reconcile cost estimates with design professional(s)' estimates.
- 3.17 Advise District regarding "green building" technology and lifecycle costing, when applicable.
- 3.18 Fully coordinate all changes requested by any utility company needed to complete the Project.
- 3.19 Review and tailor the District's front end documents for the Project. Recommend the number of days required for the construction phase (and any sub-phases, such as hazardous material abatement) and recommend the amount of the liquidated damages.

#### **4. PRE-BID PHASE**

- 4.1 Develop master schedules and construction schedules for the Project. Develop budget(s) for the Project based on construction cost estimates.
- 4.2 In consultation with the District and according to District-approved policies, procedures, and standards, implement procedures, forms, and reporting requirements for the Project. Establish, accordingly, a communications procedure for the Project that allows for decision making at appropriate levels of responsibility and accountability.
- 4.3 Work with the Program Manager and Design Team to modify or add to standard, special, or general conditions for contract documents that might be needed for unique Project or contract conditions, for the District's approval, and/or assist in the development of documents necessary for the bidding phase.
- 4.4 To the extent requested by District or Program Manager, make recommendations for development and implementation of procedures to comply with applicable bidding or RFP requirements for the Project as applicable and for expediting completion of the bidding process for the Project. The scope of the foregoing includes without limitation, recommendations of CM with respect to: (a) pre-qualification of potential contractors; (b) combination of two or more of the Projects for design, bidding and/or construction purposes; and (c) alternative construction delivery approaches for the Project, including consideration of a single general contractor and/or Lease Leaseback approach to construction for each Project.

#### **5. BIDDING PHASE**

- 5.1 To the extent requested by District or Program Manager, assist with pre-qualification process for the selection of prime and/or sub-contractors based on the detailed definition of Project scope, budget, schedule, and programming support. Develop a list of pre-qualified prime and sub-contractors, as required.
- 5.2 Develop bidders' interest in the Project. Coordinate all bid phase activities with District departments. Conduct pre-bid conferences to familiarize bidders with the bidding

documents, and any special systems, materials or methods and with Project procedures. Conduct job walks and bidders' conferences, maintain and prepare minutes of job walks or bidder's conferences. Field questions from bidders, referring questions to Design Team and District as required. Coordinate with Design Team to respond to bidder questions by addenda.

- 5.3 Prepare public solicitation notices for District approval. Review, coordinate, and estimate cost of bid phase addenda.
- 5.4 Review bid proposals for responsiveness to bid requirements, evaluate bidder responsibility, and conduct reference checks. Prepare bid analyses and advise the District on compliance of bidders with District requirements and bid requirements. Report and recommend to the District after review and evaluation. Make recommendations to the District for prequalification of bidders and award of contracts or rejection of bids.
- 5.5 Conduct post-bid conferences as required. Assist and advise regarding bid protests.
- 5.6 If appropriate, coordinate contracting with Contractor awarded the contract, including evaluating bonds and insurance, and negotiate final terms of construction contractor's contract(s), if applicable.
- 5.7 Conduct pre-award conferences with successful bidders.
- 5.8 Schedule and conduct preconstruction meetings. Maintain, prepare, and distribute minutes.
- 5.9 Assist with the preparation of agenda items for Board approval. Coordinate submittals required by governing agencies.

## **6. CONSTRUCTION PHASE**

- 6.1 Administer the construction Contract.
- 6.2 Develop detailed construction schedules or review Contractor's submitted schedules, as needed. Administer and coordinate the work of Contractor on a daily basis. Enforce performance, scheduling, and notice requirements. Review Contractor's schedule submittals and make recommendations to the District.
- 6.3 Monitor schedule and cost information for Contractor. Document the progress and costs of the Project. Report and advise proactively on potential schedule and budget variances and impacts. Recommend potential solutions to schedule and cost problems. Work cooperatively with the District, Architect, and Contractor to ensure that Project is delivered on time and within budget. Review construction progress and prepare reports.
- 6.4 Verify permits, approvals, bonds, insurances, and schedules of values. Coordinate with DSA Project Inspector, and ensure compliance with all DSA reporting and closeout requirements. Submit necessary reports to state and local authorities.
- 6.5 Monitor the construction Contractor to verify that tools, equipment, and labor are furnished and work performed and completed within the time required or indicated by the plans and specifications, under the direction and to the satisfaction of the District. The CM expressly



agrees to verify that the specifications are met, observed, performed, and followed in accordance with the professional standards of care for construction management.

- 6.6 Coordinate work of the construction Contractor and effectively manage the Project to achieve the District's objectives in relation to cost, time and quality.
- 6.7 Provide continuous on-site construction management personnel, as needed. Conduct construction meetings for the Project to discuss and resolve such matters as progress, quality and scheduling. Said meetings shall be weekly unless Project conditions do not require that frequency. Prepare and promptly distribute minutes. When required by field or other conditions, construction progress, or the quality of workmanship, conduct special construction meetings; record, prepare, and distribute minutes of these meetings to the District, the affected construction Contractor, and Design Team.
- 6.8 Establish and implement team communication procedures.
- 6.9 Ensure that construction Contractor provides construction schedules as required by the construction Contracts, including activity sequences and durations, submittal schedule, or procurement schedule for products that require long lead time. The CM shall review construction Contractor's construction schedules for conformity with the requirements of the construction Contract and conformity with the overall schedule for the Project. Where construction Contractor's construction schedules do not so conform, the CM will take appropriate measures to secure compliance, subject to District approval.
- 6.10 Ensure construction Contractor's compliance with the requirements of the respective construction Contract for updating, revising, and other obligations relative to their respective construction schedules.
- 6.11 Cost Control. CM shall develop and monitor an effective system of construction cost control for the Project. CM shall identify variances between actual and budgeted or estimated costs and advise District and design professional(s) whenever a Project cost exceeds budgets or estimates. CM shall manage the construction bids and contracts in accordance with the Construction Budget.
- 6.12 Continually monitor whether construction contract requirements are being fulfilled and recommend courses of action to the District when Contractor fails to fulfill contractual requirements.
- 6.13 The CM may authorize minor variations in the work from the requirements of the contract documents that do not involve an adjustment in the contract price or the contract time or design and which are consistent with the overall intent of the contract documents. The CM shall provide to the design professional(s) and the District copies of these authorizations.
- 6.14 Evaluate and process payment applications and verify progress.
- 6.15 Verify that safety programs are developed and submitted by the construction Contractor as required by the Contract. Neither CM, Project Manager nor District shall be responsible for or have any liability for Contractor's failure to provide, comply with, or enforce said safety programs.

- 6.16 Implement quality control program, including As-Built Drawings accuracy. Coordinate and evaluate Contractor's recovery schedules.
- 6.17 Record the progress of the Project by a log.
- 6.18 Monitor ongoing Project costs to verify that projected costs do not exceed approved budget and provide the District timely notice of any potential increase in costs in excess of approved budgets provided to CM.
- 6.19 Negotiate Contractor's proposals and review change orders prepared by Design Team, with Design Team's input as needed, for approval by the District.
- 6.20 Evaluate and process change order requests. Make recommendations to the District. Determine cost and schedule effects of change orders. Prepare change order reports and maintain a change order log for the Project and implement procedures to expedite processing of change orders.
- 6.21 Assist the District in coordinating the services of special consultants and testing laboratories on the Project.
- 6.22 In conjunction with the Design Team, monitor work of the construction Contractor to determine that the work is being performed in accordance with the requirements of the respective construction documents for the Project, including but not limited to the plans, specifications, addenda, and all other contract documents, as well as all applicable laws, regulations and directives of agencies with jurisdiction over any of the Project. As appropriate, with assistance of Design Team, make recommendations to the District and Program Manager regarding special inspection or testing of work that is not in accordance with the provisions of the contract documents.
- 6.23 To guard District against defects in the work of the construction Contractor, the CM shall implement a quality control program to monitor the quality and workmanship of construction for conformity with:
  - 6.23.1 Accepted industry standards;
  - 6.23.2 Applicable laws, rules, or ordinances; and
  - 6.23.3 The design documents and contract documents.
- 6.24 Where the work of a construction Contractor does not conform as set forth above, the CM shall, with the input of Design Team:
  - 6.24.1 Notify the District of any non-conforming work observed by the CM;
  - 6.24.2 Reject the non-conforming work; and
  - 6.24.3 Take any and all action(s) necessary to compel the construction Contractor to correct the work.
- 6.25 Evaluate, track, and maintain logs of requests for information ("RFI") from construction Contractor and responses, shop drawings, samples, and other submittals, based, in part, on

information obtained from the design professional(s). Advise District and Program Manager as to status and criticality of RFIs.

- 6.26 Implement procedures, in collaboration with the District, Program Manager and Design Team, for expediting the processing and approval of shop drawings, product data, samples, and other submittals for each contract. Receive and transmit all submittals from the construction Contractor to the Design Team for review and approval. Maintain submittal and shop drawing logs.
- 6.27 Record the progress of work at the Project. When present, prepare daily reports for the Project containing a record of weather, construction Contractor(s) present and their number of workers, work accomplished, problems encountered, and other relevant data.
- 6.28 Prepare and distribute monthly project status reports for the Project including updates on project activities, progress of work, outstanding issues, potential problems, schedule, and status of RFIs, change orders, and submittals.
- 6.29 Coordinate, assist, and support Architect during construction administration phase as required.
- 6.30 CM shall maintain records of principal building layout lines, elevations of the bottom of footings, floor levels, and key site elevations as provided by the construction Contractor. At the completion of the Project, deliver all such records to District. Construction Contractor and design professional(s) share responsibility to prepare Record Drawings and As-Built Drawings.
- 6.31 Coordinate the move into the Projects.
- 6.32 Work with District team to develop lists of incomplete or unsatisfactory work ("punch lists").
- 6.33 Fully document and prepare deductive change orders for extra services of consultants that are the responsibility of a Contractor or another consultant. Present such a change order for signature by the Contractor or consultant.
- 6.34 Determine final completion and payment. Determine completion dates, final payments, and release of retention. Coordinate procurement and installation of Furniture, Fixtures, and Equipment ("FF&E").

## **7. PROJECT COMPLETION**

- 7.1 The CM shall observe the construction Contractor's check-outs of utilities, operational systems and equipment, and start-up and testing. The CM shall maintain records of start-up and testing as provided by the construction Contractor and shall ensure the District of compliance with applicable provisions of the Contract, that all work has been performed and accepted, and that all systems are complete and operative.
- 7.2 At the punch list phase of the Project or designated portions thereof, CM, in consultation with the Architect, shall ensure the preparation of a list of incomplete or unsatisfactory work or work which does not conform to the requirements of the contract documents ("punch list work") and a schedule for the completion of the punch list work. CM shall provide this list to the construction Contractor. CM shall coordinate construction

Contractor's performance and completion of punch list work. CM shall review, with the Architect and District, the completed punch list work. CM shall ensure that, with input of the Architect, the completed punch list work complies with applicable provisions of the construction Contract.

- 7.3 CM shall determine, with the Architect and District, when the Project or designated portions thereof are complete.
- 7.4 CM shall conduct, with the Architect and District, final inspections of the Project or designated portions thereof. CM shall notify the District of final completion.
- 7.5 CM shall consult with the Architect and District and shall determine when the Project and the construction Contractor's work are finally completed. CM shall assist with the issuance of a Certificate of Final Completion, and shall provide to the District a written recommendation regarding payment to the Contractor.
- 7.6 CM shall coordinate close-out procedures, including personnel training. Advise District staff on systems operations, training and close-out of Project.
- 7.7 CM shall coordinate and expedite Contractor close-out requirements, including guarantees/warranties, certificates, keys, manuals, As-Built Drawings, Record Drawings, specifications, daily logs, and verified reports. Ensure that all other project participants submit necessary close-out documentation.
- 7.8 CM shall coordinate operational safety reviews with District post occupancy and manage corrective work as necessary.
- 7.9 CM shall ensure that all building commissioning requirements have been fulfilled in a timely manner through District commissioning agents.
- 7.10 CM shall obtain occupancy permits (where required), coordinate final testing, documentation, and regulatory inspections. Prepare occupancy plan report.
- 7.11 CM shall prepare final accounting reports.

## **8. FINAL DOCUMENTS**

The Construction Manager shall review and monitor all As-Built Drawings, maintenance and operations manuals, and other closeout documents to be sure that all required documents meeting contract requirements are provided, and shall secure and transmit to the District and Program Manager those documents and all required guarantees, keys, manuals, record drawings, and daily logs. The Construction Manager shall also forward all documents and plans to the District upon completion of the project and ensure all such plans and documents are well organized for any appropriate audit or review of the Project.

## **9. WARRANTY**

The Construction Manager shall assist Program Manager as necessary to implement a Warranty Inspection and Warranty Work procedure for the Project that Contractor must follow. The procedure shall include a twelve (12) month call back period and a final warranty inspection eleven

(11) months after Project completion to inspect the Project and identify any outstanding warranty work.

**10. PROJECT CLOSEOUT**

To the extent requested by District or Program Manager, the Construction Manager shall assist District, Architect, and Program Manager as necessary to ensure all information and documentation necessary for Project closeout with the DSA is complete and the Project is timely closed out with DSA. This includes but is not limited to reports from independent consultants, inspectors, testing laboratories, and corresponding or required DSA forms.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**EXHIBIT "B"**

**CRITERIA AND BILLING FOR EXTRA SERVICES**

The following Extra Services to this Agreement shall be performed by CM if needed and requested by District:

1. Providing services required because of significant documented changes in the Project initiated by the District, including but not limited to size, quality, complexity, or the District's schedule.
2. Providing consultation concerning replacement of work damaged by fire or other cause during construction and furnishing services required in connection with replacement of such work.
3. Providing services made necessary by the default of Contractor, or by major defects or deficiencies in the work of the Contractor, or by failure of performance of the District's consultants.
4. Seeking variances or changes to agency guidelines on behalf of the District when so directed by the District.
5. Preparing to serve or serving as a witness in connection with any public hearing, dispute resolution proceeding or legal proceeding, other than that necessitated by the negligent acts, errors or omissions of CM or where the CM is a party thereto, except for a Contractor's hearing necessitated by a bid protest or by a Contractor's request to substitute a subcontractor, or by handling of any stop payment notices.
6. Performing technical inspection and testing.
7. Providing other services not otherwise included in this Agreement and not customarily furnished in accordance with the generally accepted scope of construction management practice.

**Format and Content of Invoices**

CM acknowledges that the District requires CM's invoices to include detailed explanations of the Services performed. For example, a six hour charge for the entire day is unacceptable and will not be payable. A more detailed explanation describing specific tasks is required.

**Hourly Rates for Extra Services**

1. The following rates, which include overhead, administrative cost and profit, shall be utilized in arriving at the fee for Extra Services and shall not be changed for the term of the Agreement. CM shall bill in quarter-hour increments for all Extra Services.

<u>Job Title</u>	<u>Hourly Rate</u>
Project Director	\$160
Construction Manager	\$140
Project Manager	\$145
Sr. Project Manager	\$150
Estimator	\$135
Asst Construction Manager	\$95
Asst Project Manager	\$115
Scheduler	\$140
Contract Administrator	\$85

2. The mark-up on any approved item of Extra Services performed by sub-consultant(s) or subcontractor(s) shall not exceed five percent (5%).

**EXHIBIT "C"**

**SCHEDULE OF WORK**

[To be completed/inserted]





## Project & Construction Management Services Proposal

March 9, 2023

Mr. Chris Ralston, Director III  
Facilities Management, Maintenance & Operations, and Resource Management  
Sacramento City Unified School District  
5735 47<sup>th</sup> Ave.  
Sacramento, CA. 95824

Innovative Construction Services (ICS) is pleased to submit the following Project and Construction Management proposal for the **Albert Einstein MS Modernization**. This project has 2 phases of construction to include Re-roof and Exterior Paint and HVAC and Landscape. The duration of this proposal is from **March 2023 – December 2024**. Total budget for construction is \$6-8M. ICS' proposal includes the following services:

Project manager to assist and coordinate the AE team during the project; Site visits for confirmation of scope and site logistics; Design coordination and weekly construction meetings as needed; Bid & award assistance with SCUSD contracts department; Pre-construction meeting; and Availability during construction for resolution to any scope or contract concerns.  
250 hours at \$145/hour = \$36,250.00

Construction manager/project engineer to coordinate and provide over-sight on day-to-day activities during construction to include construction status meetings; submittal distribution; RFI distribution; review and processing potential change orders; review and approval of payment applications; punch-list monitoring; close-out document coordination; and DSA close-out.

Re-Roof and Exterior Paint Construction – Closeout  
25 hours per week for 20 weeks at \$140/hour = \$70,000.00  
HVAC and Landscape  
25 hours per week for 15 weeks at \$140/hour = \$52,500.00

**Total Fee for Services is One hundred fifty-eight thousand Seven hundred fifty dollars (\$158,750).**

Thank you for the opportunity to submit our proposal and please don't hesitate to contact me if you have any questions.

Respectfully,

*Meredith Collins*

Meredith Collins  
CFO/Project Manager  
Innovative Construction Services, Inc.

**EXHIBIT "D"**

**FEE SCHEDULE**

**Compensation**

1. The CM's fee set forth in this Agreement shall be full compensation for all of CM's Services incurred in its performance, including, without limitation, all costs for personnel, travel within two hundred (200) miles of the Project location (travel reimbursements must be approved by District prior to travel), offices, per diem expenses, office supplies, printing, providing, or shipping of deliverables in the quantities set forth in **Exhibit "A."**
2. The amount of compensation shall be the amount set forth in the Agreement, including all billed expenses. No compensation will be paid or due, without advance written approval of the District.

**Method of Payment of Basic Services**

1. CM shall submit monthly invoices for the portion of the overall fee reflecting the services performed and costs incurred for each respective month. In no event shall the total payments exceed the CM's fee set forth in Article 7 this Agreement except as authorized under **Exhibit "B."**
2. CM shall submit these invoices in duplicate to the District via the District's authorized representative.
3. CM shall submit to District on a monthly basis documentation showing proof that payments were made to his/her sub-consultants.
4. Upon receipt and approval of CM's invoices, the District agrees to make payments on all undisputed amounts no later than thirty (30) days from receipt of the invoice.
5. The District may withhold or deduct from amounts otherwise due CM hereunder if CM fails to timely and completely perform material obligations to be performed on its part under this Agreement, with the amounts withheld or deducted being released after CM has fully cured such failure of performance, less costs, damages or losses sustained by the District resulting therefrom.

**EXHIBIT "E"**

**CRIMINAL BACKGROUND INVESTIGATION/FINGERPRINTING CERTIFICATION**

PROJECT/CONTRACT NO.: 0410-409 between the Sacramento City Unified School District ("District") and Innovative Construction Services, Inc. ("CM") for construction management services for the Albert Einstein Core Academic Renovation Project ("Contract" or "Project").

The undersigned does hereby certify to the governing board of the District as follows:

That I am a representative of the CM 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 CM.

CM certifies that it has taken at least one of the following actions with respect to the Project that are the subject of the Contract (check all that apply):

Pursuant to Education Code section 45125.2, CM has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between CM's employees and District pupils at all times; and/or



Pursuant to Education Code section 45125.2, CM certifies that all employees will be under the continual supervision of, and monitored by, an employee of the CM 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 CM's and its subcontractors' employees is:

Name: Mercedith Collins

Title: OFO

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

As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District and undertake to prepare and submit CM's fingerprints as if he or she was an employee of the District.

Date: \_\_\_\_\_

District Representative's Name and Title: \_\_\_\_\_

District Representative's Signature: \_\_\_\_\_

The Work on the Contract is either (i) at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of the Contract shall come in contact with the District pupils or (ii) CM's employees or any subcontractor or supplier of any tier of the Contract will have only limited contact, if any, with District pupils and the District will take appropriate steps to protect the safety of any pupils that may come in contact with Consultant's employees, subcontractors or suppliers so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to CM under the Contract.

As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.

Date: \_\_\_\_\_

District Representative's Name and Title: \_\_\_\_\_

District Representative's Signature: \_\_\_\_\_

- The CM, who is not a sole proprietor, has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all CM'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 that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of CM'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; and/or
  
- The CM is a sole proprietor and intends to comply with the fingerprinting requirements of Education Code section 45125.1(h) with respect to all CM'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 that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. No work shall commence until such determination by the DOJ has been made.

As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District and undertake to prepare and submit CM's fingerprints as if he or she was an employee of the District.

Date: \_\_\_\_\_

District Representative's Name and Title: Rose Ramos, CBO

District Representative's Signature: \_\_\_\_\_

CM'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 CM.

**INNOVATIVE CONSTRUCTION SERVICES, INC.**

By:  \_\_\_\_\_

Meredith Collins

CFO

Date: 5/1/2023

Phone Number: 916-643-9465

District Name: Sacramento City Unified School District

School Name: Special Education Department

County District School (CDS) Code: 34647439

Short Title of Project Name: Vans for the Adult Transition Special Education Classes

Funding Source(s) Used: ESSER III

Estimated Total Cost of the Project: \$ 279,604.00

Amount of Federal Stimulus Funds to be Used: \$ 279,604.00

Please describe the items that will be purchased with the funds:

The Special Education Department is seeking to purchase four (4) 9-passenger Transit Vans that will be utilized for the Adult Transition Special Education Classes. Two (2) vans will be wheelchair accessible, and two (2) vans will be non-wheelchair accessible.

Please describe how these purchases fit in with the allowable uses of funds for either ESSER I, GEER I, ESSER II, GEER II and/or ESSER III, including how the purchase prevents, prepares for, or responds to COVID-19:

During COVID-19, the students experienced learning loss because they had limited access to pursue their community-based instruction and get established at their work sites to support their independent transition plans written to assist with their post-secondary goals in college, career, and independent living. Despite their mobility limitations, the vans will help all students access transitional programs related to their post-secondary goals.

Please describe how this purchase is reasonable, necessary, and allowable in accordance with Cost Principles found in 2 CFR 200.420-475:

This purchase is reasonable because one of the qualifications of ESSER III is to support targeted groups, such as students with disabilities, with their social well-being due to COVID-19. By providing the 9-passenger vans, it will help all students within the Adult Transition program that has diverse limitations to participate in public transportation to attend their community-based programs to get to their job sites and experience community instruction in a reasonable amount of time to work on their post-secondary goals and social-emotional well being.

Please describe the planned procurement process for this project, in accordance with 2 CFR 200.317-327 and California PCC sections 20110-20118.4:

Teachers have already submitted the necessary documentation to the District Risk Management Department and have participated in a mini discussion on how to safely operate the 9-passenger vans. Once the vehicles are purchased, teachers will participate in a tutorial on how to operate the vans. Teachers must follow a strict check-in/check-out system to utilize the vehicles. The vehicles will get used to help support/secure job sites and work-based learning. The Department will follow the typical protocol established by the School District to maintain the vehicles related to fuel purchases, registration, routine maintenance, etc.

The wheelchair accessible vans will be procured utilizing the South County Support Services Bid #2122-SC-11-01(B). The non-wheelchair accessible vans will be procured utilizing the State of Ca. Fleet Vehicles Contract 1-22-23-23.

Please review and check each certification below:

- I certify that all expenditures for this request will be obligated within the allowable time period for the funding source used. All obligations must be liquidated within 120 days of the obligation deadline. To find the applicable deadlines for each Federal Stimulus funding source, please visit <https://www.cde.ca.gov/fq/cr/relieffunds.asp>.
- I certify that all obligations for this project are planned to be liquidated within 120 days of the obligation deadline for the applicable fund source. Please note that the entire project must be planned to be completed and all costs paid by the earliest deadline if multiple allocations of ESSER or GEER funds are utilized.
- I certify that the LEA will maintain documentation to substantiate that all state and federal requirements are met, including 2 CFR 200.317–327, 2 CFR 200.420–475, and California PCC sections 20110–20118.4.
  - I certify that the LEA has reviewed the state and federal procurement threshold requirements and understands that the LEA must follow the most restrictive requirements and thresholds. Please see the CDE's most recent Bid Threshold Adjustment Letter for more information regarding state thresholds: <https://www.cde.ca.gov/fq/ac/co/bidthreshold2023.asp>. Federal bidding thresholds are found in 2 CFR 200.1.
  - I certify that the LEA is keeping records sufficient to detail the history of the procurement, including, but not limited to, records documenting the rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price, as required in 2 CFR 200.318(i).
  - I certify that, if using California Multiple Award Schedules (CMAS) to assist in the procurement process, the LEA is ensuring that all CMAS requirements are met. In addition, the LEA is also meeting all required federal procurement requirements found under 2 CFR 200.317–327, including (where applicable) obtaining an adequate number of bids, depending on cost of the project and applicable state and federal thresholds. These requirements are not necessarily fulfilled under a CMAS Agreement alone, and the LEA will be required to maintain documentation to substantiate that all federal procurement requirements were met in the event of future audits or monitoring reviews. **(check box only if utilizing a CMAS agreement for this project)**
- I certify that this project is consistent with the proper and efficient administration of these funds and does not limit the LEA's ability to support other essential needs or initiatives for preventing, preparing for, or responding to COVID-19.
- I certify that, if this expenditure has already occurred at the time of this request, the LEA understands that it may be necessary to reimburse any Federal Stimulus expenditures with an unrestricted funding source if during an audit or monitoring review the expenditure is ultimately deemed unallowable, or if state and federal procurement requirements are not properly followed.

Please email this request to [EDReliefFunds@cde.ca.gov](mailto:EDReliefFunds@cde.ca.gov) with the subject "Equipment and Capital Expenditure Approval – (name of your LEA and project name)". Please include any relevant documentation demonstrating why this option is the most cost effective. Please note a cost price analysis is required for any project over \$250,000.

Signature of Superintendent or Charter School Representative:

Date:

04/14/2023

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Purchasing Manager II, SCUSD

Updated January 2023

California Department of Education

**Equipment and Capital Expenditure Approval Application for the Coronavirus Aid, Relief, and Economic Security (CARES) Act, Coronavirus Response and Relief Supplemental Appropriations (CRRSA) Act, and American Rescue Plan (ARP) Act**

The federal requirements found in the CARES Act, CRRSA Act, and ARP Act require that the following funds be subject to Uniform Grants Guidance:

- CARES Act Elementary and Secondary School Emergency Relief (ESSER I) Fund,
- CARES Act Governor's Emergency Education Relief (GEER I) Fund,
- CRRSA Act ESSER II Fund,
- CRRSA Act GEER II Fund, and
- ARP Act ESSER III Fund.

The Uniform Grants Guidance regulations contain a requirement that capital expenditures for special purpose equipment are allowable as direct costs, provided that items with a unit cost of \$5,000 or more have the prior written approval as found in Title 2, Code of Federal Regulations (2 CFR), section 200.439 (<https://www.law.cornell.edu/cfr/text/2/200.439>).

The submission of this request constitutes an assurance by the local educational agency (LEA) that the authorized use of funds criteria for ESSER I Funds (<https://www.cde.ca.gov/fq/cr/essser.asp>), GEER I Funds (<https://www.cde.ca.gov/fq/cr/learningloss.asp>), ESSER II Funds (<https://www.cde.ca.gov/fq/cr/crrsa.asp>), GEER II Funds (<https://www.cde.ca.gov/fq/cr/crrsa.asp>), and/or ESSER III Funds (<https://www.cde.ca.gov/fq/cr/arpact.asp>) have been met. For requests including federal Expanded Learning Opportunity Grant (ELO-G) funds, this submission additionally constitutes an assurance by the LEA that the authorized use of funds criteria for the ELO-G Funds (<https://www.cde.ca.gov/ls/he/hn/covidreliefgrants.asp>) have been met.

By submitting this form, you are agreeing to review the regulations and requirements cited above and agreeing to follow all applicable local, state, and federal level policies when making a purchase using federal funds. You may be required to obtain additional information if the purchase exceeds certain dollar amount thresholds, in accordance with 2 CFR sections 200.317–327 and California *Public Contracts Code (PCC)* sections 20110–20118.4. All LEAs must be able to demonstrate compliance with all federal and state procurement requirements during monitoring reviews and audits.

Date of Request: 04/14/2023

Name of Primary Contact: Robert Aldama

Title: Purchasing Manager II

Email Address: robert-aldama@scusd.edu





**AMENDMENT NO. 2 TO AGREEMENT FOR INDEPENDENT CONTRACTOR SERVICES**

This Amendment to the Agreement for Independent Contractor Services ("Amendment") is entered into between the Sacramento City Unified School District ("District") and Iris Taylor ("Taylor") (collectively the "Parties"):

**Section I. Amendment to Agreement for Independent Contractor Services originally entered to on December 12, 2022.**

1. **Extension of Term of the Agreement:** This Amendment shall extend the current Taylor staffing on the Project from December 12, 2022 to June 30, 2023;

2. **Fee and Method of Payment:** The District shall continue to pay Taylor for the current staffing on the Project until June 30, 2023, and will pay for the increased services from and after December 12, 2022, on a not to exceed basis up to a maximum of \$144,299.00, as reflected below, unless this Amendment is further extended or modified.

**Description of Scope Change: basis for change order**

On May 9, 2023, District is requesting additional services; District accepts additional services

On May 9, 2023, District is requesting additional services which Taylor has assisted leading the planning and organization for the 2023 Summer School program that begins in June 2023; District accepts increase in service request and corresponding change order in contract amount.

**Description of funding changes to contract:**

Original contract amount .....	\$52,800.00
Previous change orders through change order #- .....	\$56,499.00
Contract amount prior to this change order .....	\$56,499.00
Amount of this change order.....	\$35,000.00
<b>NEW CONTRACT AMOUNT.....</b>	<b><u>\$144,299.00</u></b>

**Section II All Other Provisions Reaffirmed.**

All other provisions of the Agreement for Independent Contractor Services shall remain in full force and effect and are hereby reaffirmed. If there is any conflict between this Amendment No. 2 and any provision of the Agreement for Independent Contractor Services, the provisions of this Amendment No. 2 shall control.

**IN WITNESS WHEREOF**, the Parties have caused this Amendment No. 2 to the Agreement for Independent Contractor Services to be executed by their respective officers who are duly authorized, as of the Effective Date.

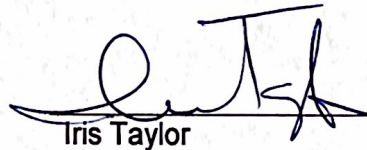
**ACCEPTED AND AGREED** on the date indicated below:

DATE: May 18, 2023

**Sacramento City Unified School  
District**

**Iris Taylor**

\_\_\_\_\_  
Rose Ramos  
CBO

  
\_\_\_\_\_  
Iris Taylor

**AMENDMENT NO. 3 TO FACILITIES LEASE  
BY AND BETWEEN  
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT AND  
BALFOUR BEATTY / CLARK & SULLIVAN JOINT VENTURE**

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This Amendment No. 3 to the Facilities Lease (“[Third] Amendment”) is made and entered into this 18th day of May 2023 (“Effective Date”) by and between the Sacramento City Unified School District (“District”) and Balfour Beatty / Clark & Sullivan Joint Venture (“Developer”) (collectively, the “Parties”) as follows:

**RECITALS**

**WHEREAS**, the Parties entered into a Facilities Lease, dated December 15, 2022, pertaining to the Cesar Chavez / Edward Kemble New Construction and Modernization Project (“Project”) at Cesar E. Chavez Elementary School and Edward Kemble Elementary School, located at 7495 29th Street Sacramento, CA 95822 and 7500 32nd Street Sacramento, CA 95822, respectively (“Project Site”); and

**NOW, THEREFORE**, the Parties agree as follows:

Section I. Third Amendment of Facilities Lease.

1. **Exhibit C** (Guaranteed Maximum Price and Other Project Cost, Funding, and Payment Provisions) to the Facilities Lease is amended and supplemented such that the existing Exhibit C is struck and replaced with the amended Exhibit C, which is attached hereto as **Attachment “1”** and incorporated herein by this reference. All references to Exhibit C in the Facilities Lease shall mean and refer to Attachment “1” hereto.

2. **Exhibit F** (Construction Schedule) to the Facilities Lease is amended and supplemented such that the existing Exhibit F is struck and replaced with the amended Exhibit F, which is attached hereto as **Attachment “2”** and incorporated herein by this reference. All references to Exhibit F in the Facilities Lease shall mean and refer to Attachment “2” hereto.

3. **Exhibit I** (Division 01 Specifications) to the Facilities Lease is amended and supplemented such that the existing Exhibit I is struck and replaced with the amended Exhibit I, which is attached hereto as **Attachment “3”** and incorporated herein by this reference. All references to Exhibit I in the Facilities Lease shall mean and refer to Attachment “3” hereto.

4. **Contract Documents** have been amended and supplemented such that the existing Contract Documents are struck and replaced with the amended Contract Documents, which are attached hereto as **Attachment “4”** and incorporated herein by this reference. All references to Contract Documents in the Facilities Lease shall mean and refer to Attachment “4” hereto.

The Parties expressly acknowledge and agree that this amendment is intended to and does change payment provisions for the Project under the Facilities Lease, including, but not limited to, the amount of Tenant Improvement Payments and amount of Lease Payments.

[CONTINUES ON NEXT PAGE]

Section II. All Other Provisions Reaffirmed.

All other provisions of the Facilities Lease shall remain in full force and effect and are hereby reaffirmed. If there is any conflict between this Third Amendment and any provision of the Facilities Lease or any prior amendment thereto, the provisions of this Third Amendment shall control.

**IN WITNESS WHEREOF**, the Parties have caused this Amendment No. 3 to the Facilities Lease to be executed by their respective officers who are duly authorized, as of the Effective Date.

**ACCEPTED AND AGREED** on the date indicated below:

Dated: \_\_\_\_\_, 2023

Dated: \_\_\_\_\_, 2023

SACRAMENTO CITY UNIFIED SCHOOL  
DISTRICT

BALFOUR BEATTY – CLARK/SULLIVAN A  
JOINT VENTURE

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Rose Ramos

Name: Brian H. Cahill

Title: CBO

Title: President, California Division (JV Managing Party)

# Attachment 1

## EXHIBIT C

### GUARANTEED MAXIMUM PRICE AND OTHER PROJECT COST, FUNDING, AND PAYMENT PROVISIONS

#### **1. Site Lease Payments**

As indicated in the Site Lease, Developer shall pay One Dollar (\$1.00) to the District as consideration for the Site Lease.

#### **2. Guaranteed Maximum Price**

Pursuant to the Facilities Lease, Developer will cause the Project to be constructed for an amount to be determined after preconstruction services are completed ("Guaranteed Maximum Price"). The Guaranteed Maximum Price shall include the preconstruction fees and costs.

##### **2.1 Cost of the Work**

The term Cost of the Work shall mean the costs necessarily incurred in the proper performance of the Work contemplated by the Contract Documents. Such costs shall be at rates no higher than the standard paid at the place of the Project except with the prior consent of the District. The Cost of the Work shall include only the items set forth in this Section 2 and approved by the District.

##### **2.1.1 General Conditions**

The General Conditions as set forth in **Attachment 1** hereto shall be included in a progress billing as incurred. Said rates shall include all costs for labor, equipment and materials for the items identified therein which are necessary for the proper management of the Project, and shall include all costs paid or incurred by Developer for insurance, permits, taxes, and all contributions, assessments and benefits, holidays, vacations, retirement benefits, incentives to the extent contemplated in **Attachment 1**, whether required by law or collective bargaining agreements or otherwise paid or provided by Developer to its employees. The District reserves the right to request changes to the personnel, equipment, or facilities provided as General Conditions as may be necessary or appropriate for the proper management of the Project, in which case, the District shall be entitled to a reduction in the cost of General Conditions based on the rates set forth in **Attachment 1**.

##### **2.1.2 Subcontract Costs**

Payments made by the Developer to Subcontractors (inclusive of the Subcontractor's bonding, if required, and insurance costs, which shall be included in the subcontract amount), which payments shall be made in accordance with the requirements of the Contract Documents.

# Attachment 1

## 2.1.3 Developer-Performed Work

Costs incurred by Developer for self-performed work at the direction of District or with the District's prior approval, as follows:

**2.1.3.1** Actual costs to Developer of wages of construction workers, excluding all salaried and/or administrative personnel, directly employed by Developer to perform the construction of the Work at the site.

**2.1.3.2** Wages or salaries and customary benefits, such as sick leave, medical and health benefits, holidays, vacations, incentive programs, and pension plans of Developer's field supervisory, safety and administrative personnel when stationed at the site or stationed at Developer's principal office, only for that portion of their time required for the Work.

**2.1.3.3** Wages and salaries and customary benefits, such as sick leave, medical and health benefits, holidays, vacations, incentive programs and pension plans of Developer's supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

**2.1.3.4** Costs paid or incurred by Developer for taxes, insurance, contributions, assessments required by law or collective bargaining agreements and for personnel not covered by such agreements, and for customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Subparagraphs 2.1.3.1 through 2.1.3.3.

**2.1.3.5** Costs, including transportation and storage, of materials and equipment incorporated in the completed construction, including costs of materials in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the District's property at the completion of the Work or, at the District's option, shall be sold by Developer. Any amounts realized from such sales shall be credited to the District as a deduction from the Cost of the Work.

**2.1.3.6** Costs, including transportation and storage, installation, maintenance, dismantling and removal of materials, supplies, machinery and equipment not customarily owned by construction workers, that are provided by Developer at the site and fully consumed in the performance of the Work; and cost (less salvage value) of such items if not fully consumed, whether sold to others or retained by Developer. Cost for items previously used by Developer shall mean fair market value.

# Attachment 1

**2.1.3.7** Rental charges for temporary facilities, machinery, equipment, vehicles and vehicle expenses, and hand tools not customarily owned by construction workers that are provided by Developer at the site, whether rented from Developer or others, and the costs of transportation, installation, minor repairs and replacements, dismantling and removal thereof and costs of Developer's Project field office, overhead and general expenses including office supplies, parking, office equipment, and software. Rates and quantities of equipment rented shall be subject to the District's prior approval.

**2.1.3.8** Costs of removal of debris from the site, daily clean-up costs and dumpster charges not otherwise included in the cost of the subcontracts which exceeds the clean-up provided under the General Conditions.

**2.1.3.9** This section intentionally blank.

**2.1.3.10** Costs of materials and equipment suitably stored off the site at a mutually acceptable location, if approved in advance by the District.

## 2.1.4 Allowances

Because it is impossible at the time of execution of the Facilities Lease to determine the exact cost of performing certain tasks, the Cost of the Work shall include the following Allowances for the Tasks/Work as noted here:

<b>Task/Work</b>	<b>Allowance Amount</b>
Demo of Unforeseen Site Utilities	\$42,000
Dryrot Repairs at Relocated Portables	\$26,000
Misc. Removal of Unmoved Items from Portables	\$8,800
Uzin Floor Skimming and Floating (2,856 SF of total 22,855 SF)	\$8,257
Manual Watering Irrigation Demo Areas	\$15,000
Process Wet Soils After Rain Event	\$15,000
Building Weather Protection	\$10,000
Clean, Prime, and Paint Gas Piping	\$7,200
Provide and Install Knox Boxes	\$4,877
CCD Work from INC 02 Site Utilities, Site Electrical, Grading, Lime Treatment, & Building Pads	\$4,700,000

# Attachment 1

<b>Task/Work</b>	<b>Allowance Amount</b>
Total Allowance Amount	\$4,837,134

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 design fees, Developer's overall project management and general conditions costs, overhead and fee, are deemed to be included in the original Guaranteed Maximum Price, 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"). The Allowances are included in the Guaranteed Maximum Price. Any unused Allowance or unused portion thereof shall be deducted from the Cost of the Work pursuant to **Exhibit D** to this Facilities Lease to the benefit of the District.

## **2.1.5 Miscellaneous Costs**

**2.1.5.1** Where not included in the General Conditions, and with the prior approval of District, costs of document reproductions (photocopying and blueprinting expenses), long distance telephone call charges, postage, overnight and parcel delivery charges, telephone costs including cellular telephone charges, facsimile or other communication service at the Project site, job photos and progress schedules, and reasonable petty cash expenses of the site office. Developer shall consult with District to determine whether District has any vendor relationships that could reduce the cost of these items and use such vendors whenever possible.

**2.1.5.2** Sales, use, gross receipts, local business and similar taxes imposed by a governmental authority that are related to the Work.

**2.1.5.3** Fees and assessments for permits, plan checks, licenses and inspections for which Developer is required by the Contract Documents to pay including, but not limited to, permanent utility connection charges, street use permit, street use rental, OSHA permit and sidewalk use permit and fees.

**2.1.5.4** Fees of laboratories for tests required by the Contract Documents.

**2.1.5.5** Deposits lost for causes other than Developer's or its subcontractors' negligence or failure to fulfill a specific responsibility to the District as set forth in the Contract Documents.



# Attachment 1

**2.1.5.6** Expenses incurred in accordance with Developer's standard personnel policy for relocation and temporary living allowances of personnel required for the Work if approved in advance by District.

**2.1.5.7** Where requested by District, costs or expenses incurred by Developer in performing design services for the design-build systems.

**2.1.5.8** Other costs incurred in the performance of the Work if, and to the extent, approved in advance by District.

**2.1.5.9** Costs due to emergencies incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and/or property.

**2.1.5.10** Provided all other eligible costs have been deducted from the contingency and as part of the calculation of amounts due Developer for Final Payment, costs of repairing and correcting damaged or non-conforming Work executed by Developer, Subcontractors or suppliers, providing that such damage or non-conforming Work was not caused by negligence or failure to fulfill a specific responsibility of Developer and only to the extent that the cost of repair or correction is not recovered by Developer from insurance, sureties, Subcontractors or suppliers.

## **2.1.6 Excluded Costs**

The following items are considered general overhead items and shall not be billed to the District:

**2.1.6.1** Salaries and other compensation of Developer's personnel stationed at Developer's principal office or offices other than the Project Field Office, except as specifically provided in Subparagraphs 2.1.3.2. and 2.1.3.4.

**2.1.6.2** Expenses of Developer's principal office and offices other than the Project Field Office.

**2.1.6.3** Overhead and general expenses, except as may be expressly included in this Section 2.

**2.1.6.4** Developer's capital expenses, including interest on Developer's capital employed for the Work.

**2.1.6.5** Costs that would cause the Guaranteed Maximum Price (as adjusted by Change Order) to be exceeded.

## **2.1.7 Developer's Fee**

Two and eighty-nine hundredths percent (2.89%) of the Cost of the Work as described in Sections 2.1.1, 2.1.2, 2.1.3, 2.1.4 and 2.1.5.

# Attachment 1

## 2.1.8 Bonds and Insurance

For insurance and bonds required under this Facilities Lease (exclusive of those required by Subcontractors, which costs are included in the subcontract amounts), that portion of insurance and bond premiums which are directly attributable to this Contract, which shall be calculated at a rate of One and eight tenths percent (1.80%) of the Cost of the Work for insurance and 80/100 percent (0.80%) of the Cost of the Work for payment and performance bonds.

## 2.1.9 Owner Contingency and Developer Contingency

**2.1.9.1** The Guaranteed Maximum Price includes Owner and Developer Contingencies of three percent (3%) for the Owner Contingency and three percent (3%) of the Developer Contingency of the Cost of the Work as described in Section 2.1.1, 2.1.2, and 2.1.3. Intended Uses of Owner Contingency and Developer Contingency:

Owner Contingency is to be used for unforeseen conditions, Owner-requested scope adds, and Owner-directed schedule acceleration. The Owner is responsible for costs that exceed the Owner Contingency. Developer Contingency is to be used for scope gaps and other reasonably agreed upon usages. The Developer is responsible for costs that exceed the Developer Contingency. The Owner is responsible for costs that exceed the total Allowance amount.

**2.1.9.2** Developer Contingency is not intended for such things as scope changes.

**2.1.9.3** The Contingencies shall not be used without the agreement of the District.

**2.1.9.4** The unused portion of the Contingency shall be considered as cost savings and retained by the District at the end of the Project.

**2.2** The Guaranteed Maximum Price will consist of the amounts to be identified in **Attachment 2** to this **Exhibit C**. Except as indicated herein for modifications to the Project approved by the District, Developer will not seek additional compensation from District in excess of Guaranteed Maximum Price. District shall pay the Guaranteed Maximum Price to Developer in the form of Tenant Improvement Payments and Lease Payments as indicated herein.

## 2.3 Total Payment

In no event shall the cumulative total of the Tenant Improvement Payments and the Loan Amount for the Lease Payments ever exceed the Guaranteed Maximum Price to be defined, as may be modified pursuant to **Exhibit D** to the Facilities Lease.

## 2.4 Changes to Guaranteed Maximum Price

# Attachment 1

**2.4.1** The Parties acknowledge that the Guaranteed Maximum Price is based on the Construction Documents, including the plans and specifications, as identified in **Exhibit D** to the Facilities Lease.

**2.4.2** As indicated in the Facilities Lease, the Parties may add to or remove from the project specific scopes of work. Based on these change(s), the Parties may agree to a reduction or increase in the Guaranteed Maximum Price. If a cost impact of a change is agreed to by the Parties, it shall be paid upon the payment request from Developer for the work that is the subject of the change in accordance with the provisions of **Exhibit D**. The amount of any change to the Guaranteed Maximum Price shall be calculated in accordance with the provisions of **Exhibit D** to this Facilities Lease.

**2.4.3** The Parties agree to reduce the Guaranteed Maximum Price for the unused portion of Allowances and/or Contingency, if any.

#### **2.4.4 Cost Savings**

Developer shall work cooperatively with Architect, Construction Manager, subcontractors and District, in good faith, to identify appropriate opportunities to reduce the Project costs and promote cost savings. Any identified cost savings from the Guaranteed Maximum Price shall be identified by Developer, and approved in writing by the District. In the event Developer realizes a savings on any aspect of the Project, such savings shall be added to the Owner's Contingency and expended consistent with the Owner's Contingency. In addition, any portion of Allowance remaining after completion of the Project shall be added to the Owner's Contingency. If any cost savings require revisions to the Construction Documents, Developer shall work with the District and Architect with respect to revising the Construction Documents and, if necessary, obtaining the approval of DSA with respect to those revisions. Developer shall be entitled to an adjustment of Contract Time for delay in completion caused by any cost savings adopted by District pursuant to **Exhibit D**, if requested in writing before the approval of the cost savings.

**2.4.5** If the District exercises its Purchase Option pursuant to this **Exhibit C**, any reduction in the Guaranteed Maximum Price resulting from that exercise of the Purchase Option, if any, shall be retained in full by the District and shall not be shared with Developer.

### **3. Tenant Improvement Payments**

Prior to the District's taking delivery or occupancy of the Project, the District shall pay to Developer an amount equal to the Guaranteed Maximum Price as modified pursuant to the terms of the Facilities Lease, including **Exhibit C** and **Exhibit D**, less the Loan Amount for the Lease Payments ("Tenant Improvement Payments"). The District shall withhold a amount equal to the Loan Amount as indicated in **Attachment 3** to **Exhibit C** from the Developer for its Work on the Project. In other words, no further Tenant Improvement Payment will be made to Developer once the amount equal to Guaranteed Maximum Price minus the Loan Amount has been paid. Otherwise, the Tenant Improvement Payments will be processed based on the amount of Work performed according to Developer's Schedule of Values (**Exhibit G** to the Facilities Lease) and pursuant to the provisions in **Exhibit D** to the Facilities Lease,

# Attachment 1

including withholding for or escrow of retention of five percent (5%) of the Guaranteed Maximum Price. The withholding for the Loan Amount shall be separate from and in addition to withholding for or escrow of retention.

## 4. Lease Payments

Upon execution of the Memorandum of Commencement Date, the form of which is attached to the Facilities Lease as **Exhibit E**, the District shall commence making lease payments to Developer in accordance with the Schedule attached hereto as **Attachment 3**.

**4.1** The Lease Payments shall be consideration for the District's rental, use, and occupancy of the Project and the Project Site and shall be made in monthly installments as indicated in the Schedule of Lease Payments attached hereto as **Attachment 3** for the duration of the lease term of one (1) year, with the first Lease Payment due ninety (90) days after execution of the Memorandum of Commencement Date.

**4.2** The District represents that the annual Lease Payment obligation does not surpass the District's annual budget and will not require the District to increase or impose additional taxes or obligations on the public that did not exist prior to the execution of the Facilities Lease.

### **4.3 Fair Rental Value**

District and Developer have agreed and determined that the total Lease Payments constitute adequate consideration for the Facilities Lease and are reasonably equivalent to the fair rental value of the Project. In making such determination, consideration has been given to the obligations of the Parties under the Facilities Lease and Site Lease, the uses and purposes which may be served by the Project and the benefits therefrom which will accrue to the District and the general public.

### **4.4 Each Lease Payment Constitutes a Current Expense of the District**

**4.4.1** The District and Developer understand and intend that the obligation of the District to pay Lease Payments and other payments hereunder constitutes a current expense of the District and shall not in any way be construed to be a debt of the District in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by the District, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or moneys of the District.

**4.4.2** Lease Payments due hereunder shall be payable only from current funds which are budgeted and appropriated or otherwise made legally available for this purpose. This Facilities Lease shall not create an immediate indebtedness for any aggregate payments that may become due hereunder.

**4.4.3** The District covenants to take all necessary actions to include the Lease Payments in each of its final approved annual budgets.

# Attachment 1

**4.4.4** The District further covenants to make all necessary appropriations (including any supplemental appropriations) from any source of legally available funds of the District for the actual amount of Lease Payments that come due and payable during the period covered by each such budget. Developer acknowledges that the District has not pledged the full faith and credit of the District, State of California or any state agency or state department to the payment of Lease Payments or any other payments due hereunder. The covenants on the part of District contained in this Facilities Lease constitute duties imposed by law and it shall be the duty of each and every public official of the District to take such action and do such things as are required by law in the performance of the official duty of such officials to enable the District to carry out and perform the covenants and agreements in this Facilities Lease agreed to be carried out and performed by the District.

**4.4.5** Developer cannot, under any circumstances, accelerate the District's payments under the Facilities Lease.

## **5. District's Purchase Option**

**5.1** If the District is not then in uncured Default hereunder, the District shall have the option to purchase not less than all of the Project in its "as-is, where-is" condition and terminate this Facilities Lease and Site Lease by paying the balance of the "Loan Amount" identified in **Attachment 3**, which is exclusive of interest that would have otherwise been owed, as of the date the option is exercised ("Option Price"). Said payment shall be made on or before the date on which the District's lease payment would otherwise be due for that month ("Option Date").

**5.2** District shall provide to Developer a written notice no less than ten (10) days prior to the Option Date. The notice will include that District is exercising its option to purchase the Project as set forth above on the Option Date. If the District exercises this option, the District shall pay directly to Developer the Option Price on or prior to the Option Date and Developer shall at that time deliver to District an executed Termination Agreement and Quitclaim Deed in recordable form to terminate this Facilities Lease and the Site Lease. District may record all such documents at District's cost and expense.

**5.3** Under no circumstances can the first Option Date be on or before ninety (90) days after Developer completes the Project and the District accepts the Project.

[REMAINDER OF PAGE INTENTIONALLY BLANK; ATTACHMENTS TO FOLLOW]

# Attachment 1

## ATTACHMENT 1

### GENERAL CONDITIONS COSTS

\$104,681 (Monthly)

Allowable general conditions cost as shown per below table

Project (On Site Jobsite Staff)		Direct Cost of the Work	General Conditions	Overhead and Profit	Paid by District
1	Operations Manager		X		
2	Project Manager		X		
3	Project Superintendent		X		
4	Project Engineer		X		
5	Home Office Engineer		X		
6	Scheduling Engineer		X		
7	Field Engineer		X		
8	Draftsman/Detailer		X		
9	Record Drawings		X		
10	Field Accountant		X		
11	Time Keeper/Checker		X		
12	Secretarial/Clerk Typist		X		
13	Independent Surveyor	X			
14	Safety & E.E.O. officer		X		
15	Runner/Water Boy		X		
16	Vacation Time/Job Site Staff		X		
17	Sick Leave/Job Site Staff		X		
18	Bonuses/Job Site Staff			X	
19	Quality Control Program		X		
20	Qualified SWPPP Practitioner (QSP)	X			
21	SWPPP Creation, Approval, Notifications	X			

Temporary Utilities		Direct Cost of the Work	General Conditions	Overhead and Profit	Paid by District
1	Telephone Installation		X		
2	Telephone Monthly Charges		X		
3	Elect Power Installation	X			
4	Elect Power Distribution - Wiring/Spider boxes/ Lighting for construction	X			
5	Elect Power Monthly Charges				X
6	Water Service for construction	X			
7	Heating & Cooling Costs for construction	X			
8	Light Bulbs & Misc. Supplies for construction	X			
9	Clean-Up-Periodical	X			
10	Clean-Up-Final	X			
11	Dump Permits and Fees	X			
12	Recycling/Trash Dumpster Removal/Hauling	X			
13	Flagger/Traffic Control	X			
14	Dust Control	X			
15	Temporary Road and Maintenance if	X			
16	Trash Chute & Hopper (if applicable)	X			

# Attachment 1

Direct Job Costs		Direct Cost of the Work	General Conditions	Overhead and Profit	Paid by District
1	Wages of Construction Labor	X			
2	Labor/Fringe Benefits & Burden	X			
3	Subcontract Costs	X			
4	Material & Equipment/Included		X		
	a. Contractor Owned Equip, trucks		X		
	b. Small Tools - Purchase		X		
	c. Small Tools - Rental		X		
5	Warranty Work & Coordination			X	

Temporary Facilities		Direct Cost of the Work	General Conditions	Overhead and Profit	Paid by District
1	Office Trailers including shared office for IOR & CM (office must include lockable door, conditioned air, 3 desks, 3 chairs, 2 file cabinet, and Business Grade Hardline Internet connection)	X			
2	Storage Trailer & Tool Shed Rental	X			
3	Office Furniture/Equip/computers	X			
4	Xerox Copies/Misc Printing	X			
5	Postage/UPS/FedEx	X			
6	Project Photographs	X			
7	Temporary Toilets	X			
8	Project Sign	X			
9	Temporary Fencing/Enclosures	X			
10	Covered Walkways if required	X			
11	Barricades	X			
12	Temporary Stairs	X			
13	Opening Protection	X			
14	Safety Railing & Nets	X			
15	Drinking Water/Cooler/Cup		X		
16	Safety/First Aid Supplies		X		
17	Fire Fighting Equipment		X		
18	Security Guards	X			
19	Watchman Service	X			
20	Phone lines, cell phones, WiFi/Hardline Internet		X		
21	Temporary "Swing space" portables to house teachers and students as required for phasing				X
22	Utility connections and civil work needed for temporary "swing space" portables as required for phasing	X			

# Attachment 1

<b>Miscellaneous Project Costs</b>		<b>Direct Cost of the Work</b>	<b>General Conditions</b>	<b>Overhead and Profit</b>	<b>Paid by District</b>
1	Performance and Payment Bonds	X			
2	Developer-provided insurance				
3	Printing - Drwgs & Specs	X			
4	Initial Soils Investigation				X
5	Testing and Inspection				X
6	Maintenance After Occupancy				X
7	Facility Operator/Training	X			
8	Fees				X

<b>Hoisting</b>		<b>Direct Cost of the Work</b>	<b>General Conditions</b>	<b>Overhead and Profit</b>	<b>Paid by District</b>
1	Hoist & Tower Rental	X			
2	Hoist Landing & Fronts	X			
3	Hoist Operator	X			
4	Hoist Safety Inspections	X			
5	Hoist Material Skips/Hoppers	X			
6	Erect & Dismantle Hoists	X			
7	Crane Rental	X			
8	Crane Operators	X			
9	Crane Safety Inspections	X			
10	Erect & Dismantle Crane	X			
11	Fuel, Repairs, Maintenance	X			
12	Crane Raising/Jumping Costs	X			
13	Safety Inspections	X			
14	Forklift Rental	X			
15	Forklift Operator	X			
16	Forklift Safety Inspections	X			
17	Fuel, Repairs, Maintenance	X			



# Attachment 1

Contractor's Main Office Staff		Direct Cost of the Work	General Conditions	Overhead and Profit	Paid by District
1	Corporate Executives			X	
2	Principal in Charge			X	
3	Estimating Cost Engineering			X	
4	Value Engineering			X	
5	Scheduling			X	
6	Drafting and Detailing			X	
7	Purchasing & Contracts			X	
8	Accounting & Bookkeeping			X	
9	Safety & E.E.O Officer			X	
10	Secretarial			X	
11	Clerk/Typist			X	
12	Computer/Data Processing			X	
13	Legal (General Services/Pertaining to			X	
14	Travel & Subsistence			X	
15	Fringe Benefits & Burden			X	
16	Vacation Time/Main Office			X	
17	Bonuses/Main Office			X	

# Attachment 1

## ATTACHMENT 2

### GUARANTEED MAXIMUM PRICE

Pre-Construction Fees:	\$ 74,810
Amendment 1 Increment 01 Early Procurement of Long Lead Items:	\$ 76,836
Amendment 2 Increment 01 Early Procurement of Long Lead Items:	\$ 535,166
Amendment 3 Increment 01 Construction	\$ 11,246,889
Total Adjusted GMP (Pre-Construction Fees + Amendments 1-3):	\$ 11,933,701

See the following page for supporting documents.

**DIRECT COSTS**

Number	Name	Companies	Viewed	Bidding	Bids	Estimated Cost	Soft	Awarded Company	Leveled Bid
01.50	Final Clean	12	6	2	2			S.J. General Building Maintenance, Inc.	\$39,450
02.40	Existing Conditions - Demo	19	14	8	8	\$584,355.00		Don Lawley Company	\$307,074
09.60	Flooring	14	8	4	3	\$154,229.00		Hoem & Associates	\$156,163
10.14	Signage	17	10	5	5	\$20,000.00		Ellis & Ellis Sign Systems	\$14,662
13.30	Fabricated Engineered Structures	3	3	3	3	\$557,145.00		TMP Services	\$562,455
13.34	Portable Relocation	4	3	1	1	\$891,100.00		Montgomery Structural Lifters	\$1,022,532
22.00	Plumbing & HVAC	10	10	4	4	\$238,074.00		Air Systems Service & Construction, Inc.	\$392,422
26.00	Electrical, Communications, Electronic Safety & Security	24	19	6	5	\$820,598.00		Con. J. Franke Electric	\$922,861
31.20	Earthwork, Asphalt Paving	30	23	7	7	\$837,516.00		O.C. Jones & Sons Inc.	\$687,584
32.10	Concrete Paving	13	10	4	3	\$100,498.00		Big B Construction	\$162,012
32.30	Fences & Gates	9	8	3	3	\$228,623.00		Crusader Fence	\$236,272
33.00	Site Utilities	20	14	5	5	\$665,231.00		Waller, Inc.	\$795,667
	<b>Total</b>	<b>175</b>	<b>128</b>	<b>52</b>	<b>49</b>	<b>\$5,097,369.00</b>			<b>\$5,299,154</b>

**GC's & GR's**

Number	Description	Calculation	Type	Amount
	<b>General Conditions</b>			
	General Conditions	Rate		\$418,724
	General Requirements	Rate	4 x \$104,681 / months	\$249,848
	<b>Total</b>			<b>\$668,572</b>

**ALLOWANCES**

Number	Description	Amount
	<b>Allowances</b>	
	Demo of Unforeseen Site Utilities	\$42,000
	Dryrot Repairs at Relocated Portables	\$26,000
	Misc. Removal of Unmoved Items from Portables	\$8,800
	Uzin Floor Skimming and Floating (2,856 SF of total 22,855 SF)	\$8,257
	Manual Watering Irrigation Demo Areas	\$15,000
	Process Wet Soils After Rain Event	\$15,000
	Building Weather Protection	\$10,000
	Clean, Prime, and Paint Gas Piping	\$7,200
	Provide and Install Knox Boxes	\$4,877
	CCD Work from INC 02 Site Utilities, Site Electrical, Grading, Lime Treatment, & Building Pads	\$4,700,000
	<b>Total</b>	<b>\$4,837,134</b>

**Project Subtotal w/ Allowances**

\$10,804,860

**INDIRECT COSTS**

Number	Description	Calculation	Type	Amount
	<b>Insurance &amp; Bonds</b>			
	Builders Risk Premium @ .70%	Lump sum		\$306,871
	Payment & Performance Bonds @ .8%	Lump sum		\$83,012
	GL Insurance @ 1.10%	Lump sum		\$94,256
	<b>Contingency (Fee Not Included)</b>			
	Owner Contingency @ 3%	Lump sum		\$358,064
	Construction Contingency @ 3%	Lump sum		\$179,032
	<b>Fees</b>			
	GC Fee @ 2.89%	Lump sum		\$312,260
	<b>Total</b>			<b>\$1,073,435</b>

Period of Trailer Cleaning (GC & Trailers)

Included

\$3,600

ERT Floors

Included

\$6,800

**ACKNOWLEDGMENTS**

Bidder acknowledges that Balfour Beatty-Corpus Christi, a Joint Venture is dependent on Balfour Beatty to establish a GMP with the Owner and that Balfour Beatty is relying on the bids. Therefore, bidder agrees that it will not withdraw or unilaterally modify its bid for a period of 90 days after the date of opening of the bids. Bidder also agrees that if it fails to honor any of the terms of its bid then it is foreseeable that Balfour Beatty will be injured, and therefore bidder agrees to be responsible for any resulting costs to Balfour Beatty, including but not limited to covering the difference for Balfour Beatty to proceed with a different subcontractor.

YES

YES

If responding "yes", the Bidder promises and agrees that it can and will comply with all terms, conditions, exclusions, markups, etc. to the extent that any such agreement included in the bid documents, including the 01304 Sample Long Form Contract or any other contract document or bid manual.

YES

YES

Are you utilizing any DVBE subcontractors?

YES

NO

Are you VBE certified?

NO

NO

If responding "yes", the Bidder promises and agrees that they have received notification of and will comply with Addendums #1 and #2.

YES

YES

If responding "yes", the Bidder promises and agrees that it can and will comply with the terms of the Performance Labor Agreement (PLA) upon award.

YES

YES

If responding "yes", the Bidder promises and agrees that it can and will comply with the terms of the Requirements for this project upon award.

YES

YES

Are you prequalified with Balfour Beatty-Corpus Christi, LLC?

YES

YES

If responding "yes", the Bidder promises and agrees that it can and will comply with the terms of the Bid and District Documents upon award.

YES

YES

If responding "yes", the Bidder promises and agrees that it can and will comply with the Bid documents in its entirety; Exhibit B, B1, B2 and B3.

YES

YES

What is your License number?

765506

973217

What is your Classification?

C63/ D61

Class B, Class D63

What is your Registration number?

1000016709

1000033895 exp 6.30.2025

?

.85

.72

If responding "yes", the Bidder promises and agrees that it can and will comply with this project using LCP Tracker upon award.

YES

YES

If responding "yes", the Bidder promises and agrees that it can and will comply with this project using Textura (cost to subcontractor not to exceed \$5,000) upon award.

YES

YES

**FORM INFORMATION**

License and Payment Bond Rate - only if

# SCUSD Chavez-Kemble ES Inc. 1 - Portable Relocation

7495 29th Street, Sacramento, CA 95822, United States of America

Sent proposal revision #2: \$39,450

Submitted Mar 21, 2023 at 10:27 AM PDT

**S.J. General Building Maintenance, Inc.**

919 Berryessa Rd #10, Suite10, San Jose, CA 95133, USA

Darren Wirgler | Manager | +1408-392-0800 | +1916-826-2277 | darrenw@sjgbminc.com

## General Acknowledgments

Bidder acknowledges that Balfour Beatty- Clark/Sullivan, a Joint Venture is dependent on the bids to establish a GMP with the District/Owner and that Balfour Beatty is reasonably relying on the bids. Therefore, bidder promises that it will not withdraw or unilaterally alter its bid for a period of 90 days after the date set for the opening of the bids. Bidder also acknowledges that if it fails to honor any of the promises in its bid then it is foreseeable that Balfour Beatty will be injured, and therefore bidder will be responsible for any resulting damages to Balfour Beatty, including but not limited to covering the difference for Balfour Beatty to proceed with a different subcontractor. Yes

By choosing "yes", the Bidder promises and represents that it can and will comply that they cannot add any exclusions, markups, etc. to the subcontract agreement included in the bid docs under Document 01304 Sample Long Form Subcontract or any other contract document listed in the bid manual. Yes

Are you utilizing any DVBE subcontractors? Yes

Is bidder DVBE certified? No

By choosing "yes", the Bidder promises and represents that they have received notification and will comply with Addendums #1 and #2. Yes

By choosing "yes", the Bidder promises and represents that it can and will comply with the Project Labor Agreement (PLA) upon award. Yes

By choosing "yes", the Bidder promises and represents that it can and will comply with the Insurance Requirements for this project upon award. Yes

Is the bidder prequalified with Balfour Beatty Construction, LLC? Yes

By choosing "yes", the Bidder promises and represents that it can and will comply with the Front End and District Documents upon award. Yes

By choosing "yes", the Bidder promises and represents that it can and will comply with the Bid Package in its entirety; Exhibit B, B1, B2 and B3 upon award. Yes

Contractors License number? 765506

License Classification? C63/ D61

DIR Registration number? 1000016709

EMR Rate? .85

By choosing "yes", the Bidder promises and represents that it can and will comply with this project utilizing LCP Tracker upon award. Yes

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## SCUSD Chavez-Kemble ES Inc. 1 - Portable Relocation

7495 29th Street, Sacramento, CA 95822, United States of America

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By choosing "yes", the Bidder promises and represents that it can and will comply with this project utilizing Textura (cost to subcontractor .22% of contract value, not to exceed \$5,000) upon award.

Yes

### Bond Information

Performance and Payment Bond Rate - only if total bid is over \$100,000 (Not to be included with bid price above)

2.50 %

### Certifications

Do you represent a certified minority business?

Yes

### Attachments

 Proposal Balfour Beatty SC... (190 KB)



Tel: 408.392.0800 Fax: 408.392.8274. darrenw@sjgbminc.com  
919 Berryessa Road, Suite 10, San Jose, CA. 95133  
www.generalbuildingmaintenance.com  
**100% Bonded & Insured MBE/SBE Certified DIR # 1000016709**

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State Lic.# 765506

March 21st, 2023

ATTN: John K.  
**Balfour Beatty**

**Project: SCUSD ChavezKembles ES INC 1**  
Sacramento, CA

S.J. General Building Maintenance, Inc. will furnish and provide all the necessary labor, materials and supervision required to coordinate, detail and complete the work in accordance with our final cleaning scope of work listed below.

**SCOPE OF WORK: Three Passes of (22) Portable classrooms and (2) bathroom rooms and Admin Office**

- 1) Vacuum all carpeted areas
- 2) Clean casework inside and outside
- 3) Dust walls, doors and lights
- 4) Clean bathrooms
- 5) Dust and clean all horizontal surfaces
- 6) Polish stainless steel
- 7) Clean glass inside and outside
- 8) Exterior site work ( 1 pass)
- 9) Waxing of VCT ( 1 pass)
- 10) Cleaning of Balfour Beatty trailer and CM trailer (1) once per week for (4) four months ( paper and soap not included would be a bill back item)

**Price: \$39,950.00**

We trust this quotation will meet with your requirements. Thank you for the opportunity to submit this quotation to you. Should you have any questions or concerns, please feel free to contact me.

Sincerely,

*Darren Wirgler*

\_\_\_\_\_  
Darren Wirgler  
S.J. General Building Maintenance, Inc.  
Office (408) 392.0800  
Cell (916) 826.2277  
darrenw@sjgbminc.com

# SCUSD Chavez-Kemble ES Inc. 1 - Portable Relocation

7495 29th Street, Sacramento, CA 95822, United States of America

Sent proposal: \$32,000

Submitted Mar 16, 2023 at 1:45 PM PDT

**RT WESTERN, INC.**

2181 Wilcox Rd, Stockton, CA 95215, USA

Rogelio Arellano | Operations Manager- Final Clean Division | +1 415-677-9202 | +1 408-591-0391 | rarellano@rtwestern.com



## General Acknowledgments

<p>Bidder acknowledges that Balfour Beatty- Clark/Sullivan, a Joint Venture is dependent on the bids to establish a GMP with the District/Owner and that Balfour Beatty is reasonably relying on the bids. Therefore, bidder promises that it will not withdraw or unilaterally alter its bid for a period of 90 days after the date set for the opening of the bids. Bidder also acknowledges that if it fails to honor any of the promises in its bid then it is foreseeable that Balfour Beatty will be injured, and therefore bidder will be responsible for any resulting damages to Balfour Beatty, including but not limited to covering the difference for Balfour Beatty to proceed with a different subcontractor.</p>	<p>Yes</p>
<p>By choosing "yes", the Bidder promises and represents that it can and will comply that they cannot add any exclusions, markups, etc. to the subcontract agreement included in the bid docs under Document 01304 Sample Long Form Subcontract or any other contract document listed in the bid manual.</p>	<p>Yes</p>
<p>Are you utilizing any DVBE subcontractors?</p>	<p>No</p>
<p>Is bidder DVBE certified?</p>	<p>No</p>
<p>By choosing "yes", the Bidder promises and represents that they have received notification and will comply with Addendums #1 and #2.</p>	<p>Yes</p>
<p>By choosing "yes", the Bidder promises and represents that it can and will comply with the Project Labor Agreement (PLA) upon award.</p>	<p>Yes</p>
<p>By choosing "yes", the Bidder promises and represents that it can and will comply with the Insurance Requirements for this project upon award.</p>	<p>Yes</p>
<p>Is the bidder prequalified with Balfour Beatty Construction, LLC?</p>	<p>Yes</p>
<p>By choosing "yes", the Bidder promises and represents that it can and will comply with the Front End and District Documents upon award.</p>	<p>Yes</p>
<p>By choosing "yes", the Bidder promises and represents that it can and will comply with the Bid Package in its entirety; Exhibit B, B1, B2 and B3 upon award.</p>	<p>Yes</p>
<p>Contractors License number?</p>	<p>973217</p>
<p>License Classification?</p>	<p>Class B, Class D63</p>
<p>DIR Registration number?</p>	<p>1000033895 exp 6.30.2025</p>
<p>EMR Rate?</p>	<p>.72</p>
<p>By choosing "yes", the Bidder promises and represents that it can and will comply with this project utilizing LCP Tracker upon award.</p>	<p>Yes</p>



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## SCUSD Chavez-Kemble ES Inc. 1 - Portable Relocation

7495 29th Street, Sacramento, CA 95822, United States of America

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By choosing "yes", the Bidder promises and represents that it can and will comply with this project utilizing Textura (cost to subcontractor .22% of contract value, not to exceed \$5,000) upon award. Yes

### Bond Information

Performance and Payment Bond Rate - only if total bid is over \$100,000 (Not to be included with bid price above) 3 %

### Certifications

Do you represent a certified minority business? Yes

### Additional Information

#### Notes

John,

Please find attached Final Clean proposal.

Feel free to contact me if you have any questions.

Regards,  
Rogelio

### Attachments

 RA-SCUSD Chavez-Kemble... (119 KB)



# RT Western Inc.

160 Mendell Street  
San Francisco CA 94124

Tel: 415-677-9202 Fax: 415-677-9149

CA License #  
973217  
(Class B, Class  
D63)

MBE LBE Cer

PROPOS

Date: **16-Mar-**

**Balfour Beatty**

valid for 60 c

**John Koch**

γ:

ject: **SCUSD Chavez-Kemble ES Inc. 1 - Portable Relocation**

ype: **CONSTRUCTION FINAL CLEAN**

e Bid: **Lumpsum**

Item No.	Description	Amount
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Reference:	Drawing Set:	100% CD Nov.28.2022
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### (22) portable classrooms, (2) portable toilet rooms and an administration office

<b>1</b>	<b>Interior Rough Clean (pre-Punch List, OR pre-Final Clean):</b>	<b>\$</b>	
	Furnish labor, cleaning materials & consumables and equipment to:		
	Sweep and remove: Residual Trash and Debris		
	Sweep and mop: Hard or Ceramic Tiles, Concrete and Resilient Flooring		
	Wipe down and dust off: Interior		
<b>2</b>	<b>Final Cleaning Interiors:</b>	<b>\$</b>	<b>1</b>
	Furnish labor, cleaning materials & consumables and equipment to:		
	Sweep and mop: Hard or Ceramic Tiles, Concrete, Resilient and Wood Flooring		
	Vacuum: Carpet Areas		
	Wipe down and dust off: Doors, Door Frames and Hardware		
	Base Boards		
	Ceiling Light Fixtures		
	Clean and dust Inside: Cabinetry, Casework, Finish Carpentry and Interior Workstations		
	Cabinets and Drawers.		
	Millwork, Specialties and Furniture		
	Walls and Wall Features, Lobbies.		
	Wash: Interior Windows, Frames Mullions		
	Removal labels on: Interior Glass, Mirrors and Casework		
	Clean and disinfect: Restroom Countertops and Cabinetry, Toilets, Urinals and Sinks		
	Fixtures, Toilet Partitions, Toilet Accessories, Vanities and Mirrors		
<b>3</b>	<b>(Fluff Clean) (post-Final Clean, OR pre-Move In)</b>	<b>\$</b>	
	Furnish labor, cleaning materials & consumables and equipment to:		
	Touch-up clean interior, as necessary		
<b>4</b>	<b>Power wash:</b>	<b>\$</b>	

Furnish labor, cleaning materials & consumables and equipment to:

Power wash: All sidewalks, asphalt, and exterior walkways.

5 Exterior Windows Clean: One (1) Time \$

Furnish Labor, Cleaning Materials & Consumables and Equipment to:

Wash Glass: Exterior Windows, Frames.  
using non-abrasive soft cloths as recommended by glass manufacturer.

TOTAL BASE BID

\$ 3

Category: Laborers Union

Alternates:

1 Waxing VCT Floors \$

Furnish labor, cleaning materials & consumables and equipment to:

Touch-up clean interior, as necessary  
Sealing and Waxing: VCT Floors

2 Weekly job site trailer cleanings of both the main construction trailer and IOR/CM construction trailer during the INC 01 construction schedule. 1 Month 5 Months

1 (One) Time per week cleaning With Sanitation- Monthly Rate \$ 900.00 \$

Furnish Labor, Cleaning Materials & Consumables and Equipment to:

Clean office  
Wipe down/dust off desks  
Vacuum Carpet Areas  
Empty trash cans and replace liners as needed  
Remove and dispose of trash  
Sweep floor

Clean and Sanitize: All touch surfaces including door handles.

**Exclusions & General Exclusions:**

Large Construction Debris Left Onsite  
Restroom and Trash Removal Generated by Others  
Pre-Cleaning Damages and Material Defects  
Temporary Power, Light and Water Supply  
Sealing and Waxing

Excessive Grout Removal  
Excessive Paint, Grease, Tar, Gum, Spots or Stains  
Performance and Payment Bond  
Labor Wage Escalation 06/30/2025  
Exterior Curtainwall, Roof, Site

RT Western Inc.:

Agelio Arellano

Agelio Arellano Email: rarellano@rtwestern.com

Mobile: 408-591-0391

**Scope of Work:**

1 Initial/Rough Clean: Conduct a thorough, Dust, wet wipe down of all interior spaces (pre-Punch List, OR pre-Final Clean)

Dust, wet wipe down, mop, window frames, bathrooms, toilet and plumbing accessories, millwork, casework, etc.

- 2 **Final Clean:** Conduct a thorough, wet cleaning of all interior spaces prior to Owner area turnover.
- 3 **Touch-up Cleaning:** Touch-up clean interior, as necessary
- 4 **Removal of Protective Films:** Removal all protective (Pill off) films from interior finishes,
- 5 **Windows and Window Frames:** Wipe down, clean, all interior window surfaces, window frames, , removing any and all labels, residue, etc.  
Vacuum and wipe clean all window tracks, hardware, and clean all sills. Do not remove labels associated with building code, i.e., door rating labels / UL stickers, etc.
- 6 **Doors and Door Frames:** Clean all doors and door frames including, but not limited to all thresholds, handles, door stops, tracks & guides, closers, hardware, etc. Do not remove labels associated with building code, i.e., door rating labels / UL stickers, etc.
- 7 **Dusting:** Dust all base, walls, wall switches, diffusers, MEP grilles and registers, etc.
- 9 **Toilet and Plumbing Accessories:** Clean and sanitize all toilets, faucets, escutcheon plates, urinals, sinks, tubs, chrome, mirrors, toilet room accessories, shower doors, partitions, etc.
- 10 **Stone & Solid Surfaces:** Clean and wipe down all stone, including but not limited to bathroom countertops, elevator lobbies, stone walls and elevators.
- 11 **Light Fixtures:** Dust and clean all light fixtures and bulbs with the exception of the inside of lenses.
- 12 **Flooring:** Clean all hard surface flooring including stone, tile, vinyl, resilient flooring to a dirt and dust free condition, free of stains, films, and similar foreign substances.
- 13 **Concrete Floors:** Sweep and mop all exposed concrete floors to a dirt-free condition, free of stains, films, and similar foreign substances.
- 14 **Wax VCT Floor:** Sealing and Waxing VCT Floor

**ific & General Exclusions:**

Large Construction Debris Left Onsite

dumpster and Trash Removal

Pre-Cleaning Damages and Material Defects

Temporary Power, Light and Water Supply

Sealing and Waxing Flooring

Excessive Grout Removal from Restrooms

Excessive Paint, Grease, Tar, Gum, Spots or Stains

Performance and Payment Bond

Labor Wage Escalation 06/30/25

Replace Air Filters

RT Western Inc.:

*gelio Arellano*

---

elio Arellano      Email: rarellano@rtwestern.com

Mobile: 408-591-0391



1.50%

NO

Good Afternoon, We appreciate the opportunity to submit the attached proposal for the SCUUSD Chavez-Kemble Elmer School project. We're bidding on the Abatement Roofing Mastic scope of work. If you have any questions regarding the proposal, you can reach the Project Manager, John Moore, directly at 916-502-5003 or via email at jmoore@jmenv.com. Thank you,  
John Moore, Vice President  
JMen Environmental, Inc. 916-726-0304  
www.jmenv.com

N/A

ABATEMENT ONLY Quote emailed directly to Joe Hucik on 3/16/23 @ 3:43 PM

1.50%

N/A

2.00%

YES

Please note this is a Bid Revision.

1.00%

N/A

This quote was emailed directly to Joe Hucik on 3/16/23 @ 5:40PM

1.50%

NO

Regarding prequalification, we are not an SBE. We are not sure how to answer. We are not SBE owned, but we do have an SBE if you need it.



CLEARING AND DEMOLITION

# PROPOSAL

To: Balfour Beatty/Clark & Sullivan

Date: 3/24/2023  
Job: Kemble-Chavez Elementary Increment 1  
7495 29th Street, Sacramento

**We propose to furnish all labor, equipment, and materials necessary to complete Selective Demolition for Kemble-Chavez Elementary Increment 1 as follows:**

Site demolition per Exhibits B, B-2, and B-3 2.40, Addendums 1 and 2, Addendum 2 plans, and clarifications and exclusions below. Abatement of roofs per attached proposal from PARC Specialty Contractors. Two mobilizations are included.	\$227,637.00
Sawcutting is included to protect pavement removal from future increments only. Sawcutting needed within Increment 1 for phasing purposes will be charged at \$5.00 per lineal foot. Additional mobilizations will be charged at \$2000 each.	
Remove and dispose of flooring and base in Admin building and portable classrooms CR1-CR6, CR7-CR14, and CR15-CR18.	\$52,088.00
<b>Total</b>	<b>\$279,725.00</b>
Alternate: Remove and dispose of flooring and base in classrooms CR36, CR37, CR41, and CR42.	\$11,776.00

**Exclusions and Work to be Performed By Others:**

Any required permits or bonds. Air quality notification, testing, or abatement of hazardous or contaminated waste or soil. Temporary construction fencing/security. All-weather access to work. Demolition work not noted or drawn on demolition sheets. Dust protection of areas outside of limit of work. Overtime or off-hours work. Buried or hidden debris. Safe-off of utilities. Utility location or potholing. Layout. Sod stripping. Construction water and power. Shoring. Disposal of unrecyclable concrete/asphalt. SWPPP BMP's and maintenance. Traffic control or traffic control plan.

**Acceptance of Proposal**

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Authorized

Signature

Steve Hay

Signed: \_\_\_\_\_

Dated: \_\_\_\_\_

This proposal may be withdrawn if not accepted within 30 days.



# PARC Specialty Contractors

1400 Vinci Avenue, Sacramento, California 95838  
Phone (916) 992-5405 Fax (916) 992-6177

---

March 16, 2023

Demo Contractors

Subject: SCUSD Edward Kemble Campus, Kemble-Chavez ES Increment 1, 7495 29th Street, Sacramento, CA 95822

PARC is pleased to submit for your approval the following amount for labor, materials, equipment, waste hauling & disposal, OSHA Asbestos notification, insurance, and taxes to perform the work described below. We have included cost for required training, medical monitoring, and personal air sample testing for our workers. The proposal is based on paying Prevailing Asbestos Removal labor wage rates and performing the work during normal work hours, an 8-Hour shift between the hours of 6 AM to 5 PM, Monday through Friday, holidays excluded. All our work shall be performed in accordance with Federal, State and Local regulations.

The following amount is based on SCUSD DSA Approved Project Manual & Specification dated February 27,2023; Lionakis Increment 1 DSA 100% CD Drawings dated November 28, 2022; Entek Consulting Group Hazardous Materials Survey Final Report dated September 7, 2022; Balfour Beatty Joe Hucik's Scope Narrative; and Standard Industry Practices. Addendum 1 & 2 are acknowledged.

**Abatement Proposal Amount: \$19,500.00 (Nineteen Thousand Five Hundred Dollars)**

**If Performance & Payment Bonds are required, please add 1.75% to the above amount.**

**Light, power, and water are required for abatement and reasonable access to services must be available and supplied by the GC at no cost to PARC.**

**Containment:**

PARC Set Up; Exterior asbestos work will have a regulated work area created by demarcation of area using delineators, asbestos warning tape & signs.

**Scope of Work:** PARC will remove the entire Metal Roof due to asbestos roofing mastic on Portables 35, 38-40 which are all scheduled to be demolished. PARC will remove all roofing split seam & cap locations found on 6 ridgelines between 35-37, 38-40, 41-42.

**Standard Exclusions:** PARC excludes building, demolition & encroachment permits. We exclude locating, marking, capping, relocation, removal, and safe-off of utilities; civil demolition; clearance inspections & testing by consultant (conflict of interest); concrete x-ray; concrete saw-cutting; concrete removal; fire watch; hard barriers; landscape protection/work; Lay-out; MEP demo; prep for new work; scaffolding; security; shoring; structural demolition; SWPPP; temp fencing; temp lighting; temp power; temp restroom facilities; traffic control; weather protection, and replacement of materials removed.

**PROPOSAL TERMS:** This proposal shall be incorporated into any contract and attached to it as an Exhibit. PARC carries liability, worker's compensation, and auto insurance. Unless otherwise stated, the customer agrees to supply sufficient water and electricity at no cost to PARC. The customer acknowledges that abatement/demolition may require the application of tape and staples to set up and install required containments and agrees PARC will not be held responsible for minor damage, prep for new work, or for re-painting. PARC shall not be responsible for weather protection or for damages resulting from weather. Protection of the facility from vandalism is the responsibility of the General Contractor. **This proposal is subject to change and may be withdrawn if not accepted within 60 days of the above date.** Unless otherwise noted, this is a lump sum proposal, any quantities listed are informational only and not to be used for deductive pricing.

**PAYMENT TERMS:** Cash forthwith for any portion of work commenced and completed in any one calendar month are due and payable within 30 calendar days of receipt of invoice. Balance of contract price including Retention are due and payable **within 90 days** of completion of contracted work by PARC and receipt of invoice. Unpaid monies shall be subject to a finance charge of 1.5% per month. The customer agrees to compensate PARC for any collection related costs, including reasonable attorney fees, if full payment is not timely made to PARC. The customer agrees that the court of jurisdiction, for any claim, shall be in Sacramento County.

Thank you for your consideration. Please call if you have any questions.

Stuart Webb  
Project Manager  
PARC Specialty Contractors  
[swebb@parcspecialty.com](mailto:swebb@parcspecialty.com)  
Mobile (916) 201-0884

Accepted:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name,

\_\_\_\_\_  
Title,

\_\_\_\_\_  
Phone

---

CA License # 732375 B, C21, C22, C39, HAZ • NV License # 0047599  
DIR # 100005967 • DOSH # 661 • Hauler Registration #132075 • EPA #CAR000159665  
Asbestos, Lead & Mold Remediation • Select Demo • 24-hour Emergency Hazardous Material Clean-up

## Hucik, Joe

---

**From:** Hucik, Joe  
**Sent:** Wednesday, April 19, 2023 8:16 AM  
**To:** Eli Gero  
**Cc:** dporter@kitchell.com; Koch, John; Michael Flores  
**Subject:** Don Lawley Co - INC 01 GMP Back Up

Eli –

Below are the items missing from Don Lawley Company's original bid proposal that were added in a revision after conducting our post bid interview:

- Demo of gas lines on P1S101.
- Demo of trees and planters per Bid RFI 13.
- Asphalt demo for electrical trench per Bid RFI 11.
- Inclusion of PARC's proposal for roof abatement.
- Add Alt for the 4 other classrooms not identified for flooring and base removal.

Will include in GMP back up on the GMP revision.

Thanks,

**Joe Hucik, Assoc. DBIA**

Senior Project Manager | Balfour Beatty

O: (916) 760-0805 | C: (916) 220-9391

E: jhucik@balfourbeattyus.com | www.balfourbeattyus.com

**Balfour Beatty**

SACRAMENTO BUSINESS JOURNAL



2022 **BEST PLACES TO WORK**

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CLEARING AND DEMOLITION

PROPOSAL

To: Balfour Beatty/Clark & Sullivan

Date: 3/16/2023
Job: Kemble-Chavez Elementary Increment 1
7495 29th Street, Sacramento

We propose to furnish all labor, equipment, and materials necessary to complete Selective Demolition for Kemble-Chavez Elementary Increment 1 as follows:

Table with 2 columns: Description of work items and Price. Items include site demolition, abatement of roof mastic, mobilizations, sawcutting, and removal of flooring. Total price is \$213,696.00.

Exclusions and Work to be Performed By Others:

Any required permits or bonds. Air quality notification, testing, or abatement of hazardous or contaminated waste or soil. Temporary construction fencing/security. All-weather access to work. Demolition work not noted or drawn on demolition sheets. Dust protection of areas outside of limit of work. Overtime or off-hours work. Buried or hidden debris. Backfill/compaction of excavations. Safe-off of utilities. Utility location or potholing. Saw cutting or removal of underground utilities other than listed above. Layout. Sod stripping. Construction water and power. Shoring. Disposal of unrecyclable concrete/asphalt. SWPPP BMP's and maintenance. Traffic control or traffic control plan.

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Authorized

Signature

Steve Hay

Signed: \_\_\_\_\_

Dated: \_\_\_\_\_

This proposal may be withdrawn if not accepted within 30 days.

## SCUSD Chavez-Kemble ES Inc. 1 - Portable Relocation

7495 29th Street, Sacramento, CA 95822, United States of America

Sent proposal revision #1: \$279,725

Submitted Mar 24, 2023 at 1:51 PM PDT

**Don Lawley Company**

Stockton, CA 95213 US

Steve Hay | President | +1 209-456-1185 | +1 209-456-1185 | stevehay@donlawleyco.com

### General Acknowledgments

<p>Bidder acknowledges that Balfour Beatty- Clark/Sullivan, a Joint Venture is dependent on the bids to establish a GMP with the District/Owner and that Balfour Beatty is reasonably relying on the bids. Therefore, bidder promises that it will not withdraw or unilaterally alter its bid for a period of 90 days after the date set for the opening of the bids. Bidder also acknowledges that if it fails to honor any of the promises in its bid then it is foreseeable that Balfour Beatty will be injured, and therefore bidder will be responsible for any resulting damages to Balfour Beatty, including but not limited to covering the difference for Balfour Beatty to proceed with a different subcontractor.</p>	<p>Yes</p>
<p>By choosing "yes", the Bidder promises and represents that it can and will comply that they cannot add any exclusions, markups, etc. to the subcontract agreement included in the bid docs under Document 01304 Sample Long Form Subcontract or any other contract document listed in the bid manual.</p>	<p>Yes</p>
<p>Are you utilizing any DVBE subcontractors?</p>	<p>No</p>
<p>Is bidder DVBE certified?</p>	<p>No</p>
<p>By choosing "yes", the Bidder promises and represents that they have received notification and will comply with Addendums #1 and #2.</p>	<p>Yes</p>
<p>By choosing "yes", the Bidder promises and represents that it can and will comply with the Project Labor Agreement (PLA) upon award.</p>	<p>Yes</p>
<p>By choosing "yes", the Bidder promises and represents that it can and will comply with the Insurance Requirements for this project upon award.</p>	<p>Yes</p>
<p>Is the bidder prequalified with Balfour Beatty Construction, LLC?</p>	<p>No</p>
<p>By choosing "yes", the Bidder promises and represents that it can and will comply with the Front End and District Documents upon award.</p>	<p>Yes</p>
<p>By choosing "yes", the Bidder promises and represents that it can and will comply with the Bid Package in its entirety; Exhibit B, B1, B2 and B3 upon award.</p>	<p>Yes</p>
<p>Contractors License number?</p>	<p>621509</p>
<p>License Classification?</p>	<p>C-21</p>
<p>DIR Registration number?</p>	<p>1000003843</p>
<p>EMR Rate?</p>	<p>80</p>
<p>By choosing "yes", the Bidder promises and represents that it can and will comply with this project utilizing LCP Tracker upon award.</p>	<p>Yes</p>

---

## SCUSD Chavez-Kemble ES Inc. 1 - Portable Relocation

7495 29th Street, Sacramento, CA 95822, United States of America

---

By choosing "yes", the Bidder promises and represents that it can and will comply with this project utilizing Textura (cost to subcontractor .22% of contract value, not to exceed \$5,000) upon award. Yes

### Bond Information

Performance and Payment Bond Rate - only if total bid is over \$100,000 (Not to be included with bid price above) 1.50 %

### Certifications

Do you represent a certified minority business? No

### Additional Information

**Notes**                      Regarding prequalification, we are not an MEP, so wasn't sure how to answer.  
We are not minority-owned, but we do have an SBE if you need it.

### Attachments

 Kemble-Chavez Elementary... (39 KB)

 Kemble-Chavez Elementary... (237 KB)



March 16, 2023

Balfour Beatty Construction, LLC  
400 Capitol Mall, Suite 900  
Sacramento, CA 95814

Attn: Joe Hucik [jhucik@balfourbeattyus.com](mailto:jhucik@balfourbeattyus.com)  
Re: SCUSD Chavez-Kemble ES Inc. 1 - Portable Relocation  
Bid Proposal 31.20 Earthwork and Asphalt Paving & Site and Bldg Demo

Dear F&H Team,

**Goodfellow Bros. California, LLC**, is pleased to provide the following proposal for the above referenced project. Our bid is based on bid plans and specifications for the above noted project. **We acknowledge 2 addendums.**

Please see the clarifications below for additional information related to this proposal.

#### **Pricing - Please See Attached Breakdown**

#### **PROPOSAL SPECIFIC INCLUSIONS/EXCLUSIONS**

- Excludes hiring private utility locating companies.
- Based on 4" of AB at trailer yard and site parking.
- Export soil is assumed to be suitable for unrestricted reuse and meet the environment screening levels (ESLs) for residential reuse per the criteria established by the California Regional Water Control Board. Price includes initial soils testing for export. Any further testing or reports, etc. is not included.
- Bid is based on the portable lift/moving pits can be accessed and excavated with a backhoe. Hand-digging is excluded.
- Demo site and existing portables as follows:
  - Demolish and remove the following buildings: Multi,RR,RR2,C14,C15,C35,C38-C40 (Building separation is excluded).
  - Includes SMAQMD notification for demolition.
  - Remove site concrete and AC.
  - Remove trees, stumps and brush.
  - Remove steps, walls, fencing, gates and associated footings.
  - Remove bollards, rails, flag pole, BB poles, tether poles and associated footing.
  - Excludes underground utilities demo.
  - Excludes hazardous materials abatement.
  - Excludes disconnect utilities and cut/cap.
- Bid includes seal coat of new AC pavement surfaces.
- Bid includes grading Type 6 Surfacing area per grading plan. Hydroseeding, covering area with 20 mil plastic, manual watering of native vegetation/landscaping, and installing AB paved traffic lanes. Etc. as noted on 1CP101 is not included.

- Erosion control add-alternate includes wattles, inlet protection and one washout as noted in our price sheet. Other items shown such as inlet protection on inlets to be removed, silt pits, etc. are not included.
- Bid includes and add-alt for 2x8 header-boards at AC paving, which noted in the specs without specific info or plans details, if required.
- Includes an add-alt which consists of a tractor and laborer crew for one shift to pump standing water as a budget regarding the plan note to process wet soils after rain events.

### **EXCLUSIONS:**

1. Removal disposal or relocation of existing utilities, other than irrigation noted.
2. Testing, removal and handling of contaminated, hazardous or buried materials
3. All bonds, fees, permits, engineering, staking and testing.
4. Dust control when our crews are not physically working on the site, such as after normal working hours and weekends.
5. Capping, sealing or abandoning of existing utilities, wells, etc.
6. Removal, disposal and backfill of utility lines other than noted
7. Removal and Backfill of portable units footings/slabs, etc. or for any other structures.
8. Import of topsoil.
9. Dewatering
10. vapor barrier or sand at building pads.
11. Adjusting or patching of new or existing utility iron and trenches.
12. Repairs to existing pavement and streets due to construction traffic.
13. Underground, concrete, electrical, wall, fence, landscape and irrigation work.
14. Water meters, sewer cleanouts or roof leader connections.
15. Traffic control and barricades for work by others.
16. Subgrade stabilization, soils chemical treatment, fabric and over-excavation of "soft" or unstable areas.
17. Winter maintenance, such as pumping of rain- water and constructing temporary roads.
18. Shoring, bracing or protection of existing structures.
19. Construction of bio-swales (i.e. import material, drain rock, pipe, sod and landscape).
20. Supply or installation of moisture/root barriers.
21. Tarping of loads.

### **CLARIFICATIONS**

1. GBI requires 72 hours notice prior to starting any work in order to notify Underground Service Alert (USA). **All privately owned utilities will need to be located by others.**
2. GBI is not responsible for unforeseen conditions not reasonably identifiable or apparent within the reports provided by owner.
3. The asphalt bid price based on \$810 per ton of liquid asphalt (October Valero RACK). Any increase in price of \$10.00 or greater will be subject to a price increase of \$.60 per ton of asphalt
4. One move-in per phase.
5. Clear, unobstructed and continuous access in each phase of work.
6. Any phasing of work will result in additional costs.
7. Working 5 x 8-hour days. Any overtime requested will result in additional costs.
8. Any work requested to be done in bad weather or wet conditions will result in additional costs.
9. There will be no repairs of damage by others at our expense without prior notification to GBI.
10. If the job is operated with any nonunion subcontractors on site, a two-gate system will be required.
11. Pricing does not include impacts related to AB5, which may significantly impact trucking costs. These costs cannot be determined at this time due to the uncertainty within the bill.

12. GGBI uses standard construction equipment and is not responsible for any damage due to vibrations or any other reason.
13. This proposal is based on construction water being available from an onsite source, such as a fire hydrant. No provision for water rationing, or buying water is included (i.e. inflated water rates, non-potable water from sewer plants, etc.).
14. Participation in any Wrap-up (OCIP, CCIP, or CIP) Insurance program is subject to review of the actual policy, including all attachments and endorsements applicable to this project, or any other projects to which this program may apply. The insurance credit will not exceed our insurance policy premium. Any credits will be for primary CGL coverage only (excess liability or any other coverage credits do not apply). In no event shall our contribution to a self insured retention or deductible under a Wrap-up program exceed our GL policy deductible.
15. This proposal is based on utilizing a combination of GPS technology and standard construction staking. We will require five control points and a complete CAD file.
16. If this proposal is accepted, we will participate in constructing an agreeable schedule.
17. Release of retention to be within 30 days of completion of our work. This applies even if the work has not been accepted by the governing agency, if such delay is no fault of GGBI.
18. Extra work to be performed at a fixed price, or time and materials based on the current GGBI rates.
19. Contract language is subject to review and approval prior to proceeding with work. This proposal shall be made a part of any subsequent contract.
20. This proposal remains in effect for 30 days.

Goodfellow Bros. California, LLC, appreciates the opportunity to bid your project. Please contact me should you have any questions.

Steven Thomas  
Estimator  
(916) 439-9209

Goodfellow Bros. California, LLC  
50 Contractors Street, Livermore, CA 94551  
P.O. Box 598, Wenatchee, WA 98807  
P 925 \ 245 \ 2100 | F 925 \ 449 \ 5875  
CL# 977506 ■ Equal Opportunity Employer

[GOODFELLOWBROS.COM](http://GOODFELLOWBROS.COM)



**BID TOTALS**

<u>Biditem</u>	<u>Description</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Bid Total</u>
<b>31.20 EARTHWORK &amp; ASPHALT PAVING BASE BID</b>					
1.00	4" Rock Trailer Yard/Site Parking	13,000.000	SF	3.00	39,000.00
2.00	Protect Exist. Trees to Remain (#12/1CD101A)	7.000	EA	335.00	2,345.00
5.00	Protect Exist. Utility Boxes (#17/1CD101A)	1.000	LS	1,400.00	1,400.00
6.00	Stabilized Construction Entrances	2.000	EA	7,200.00	14,400.00
7.00	Downspout/Bard Units Splash Blocks (#16/1CS502)	78.000	EA	125.00	9,750.00
8.00	Striping/Signs/Red Curbs/Whl Stops (1CS501&502)	1.000	LS	12,200.00	12,200.00
9.00	Ex/Backfill Lifting Pits @ Relocated Portables	104.000	EA	145.00	15,080.00
10.00	Rough Grade & Backfill Demo/Utility Voids	2,625.000	CY	20.00	52,500.00
11.00	Off-Haul Spoils From Grading & Asphalt Paving Only	3,100.000	CY	62.00	192,200.00
12.00	Type 5 AB Paving (8"AB) @ Portable Bldg. Pads	17,800.000	SF	6.00	106,800.00
13.00	Type 4 Conc. Paving (4"AB/ Conc.by Others)	2,800.000	SF	9.35	26,180.00
14.00	Type 1 AC Paving (3.5"AC/ 9"AB)	7,800.000	SF	14.80	115,440.00
15.00	Type 3 AC Paving (3"AC/ 6"AB)	560.000	SF	21.70	12,152.00
16.00	Fine Grade Landscape Area	104,000.000	SF	0.30	31,200.00
17.00	AC Curb (#18/1CS501)	200.000	LF	65.00	13,000.00
18.00	Cut-in Curbs @ New Trash Encl. (#8/1AS501)	1.000	LS	5,000.00	5,000.00
19.00	Patch AC @ Electrical Trench (Add #2)	300.000	SF	14.20	4,260.00
20.00	Site & Building Demo	1.000	LS	181,000.00	181,000.00

**31.20 EARTHWORK/ASPHALT PAVING BASE BID TOTAL**

**\$833,907.00**

**ADD ALTERNATES**

<i>AA1.00</i>	<i>Install/Maintain/Remove Erosion Control</i>	<i>1.000</i>	<i>LS</i>	<i>31,500.00</i>	<i>31,500.00</i>
	EROSION CONTROL INCLUDES: (1) 2,600 LF Wattles, (2) 16 EA Drain Inlet Protection and (3) 1 EA Concrete Washout.				
<i>AA3.00</i>	<i>Hydroseed Type 6 Surfacing Area</i>	<i>106,000.000</i>	<i>SF</i>	<i>0.15</i>	<i>15,900.00</i>
<i>AA4.00</i>	<i>Process Wet Soils After Rain Event</i>	<i>1.000</i>	<i>DY</i>	<i>5,000.00</i>	<i>5,000.00</i>

**\*\*Notes:**

Items in italics are Non-Additive.

## Raymond, Heidi

---

**From:** Hucik, Joe  
**Sent:** Thursday, March 16, 2023 10:48 PM  
**To:** Lee, Jeffrey; Raymond, Heidi  
**Subject:** Fwd: SCUSD Chavez-Kemble ES Increment 1 Grading/Paving and Site/Bldg Demo Proposal  
**Attachments:** GBI SCUSD Kemble-CHavez ES Proposal Revised.pdf  
**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Jeff / Heidi - please see attached proposal from Goodfellow Bros for the site demo scope to be uploaded to building connected. I am not sure if they're listed as bidding or invited to that package.

Thanks

Get [Outlook for Android](#)

---

**From:** Steven Thomas <steventh@goodfellowbros.com>  
**Sent:** Thursday, March 16, 2023 5:40:34 PM  
**To:** Hucik, Joe <JHucik@Balfourbeattyus.com>  
**Subject:** SCUSD Chavez-Kemble ES Increment 1 Grading/Paving and Site/Bldg Demo Proposal

External Email

Joe,

Here is our proposal including buildings and site demo as described in the proposal.

Thank you.

**Steven Thomas**  
Senior Estimator

**C:** 916-439-9209  
**E:** [steventh@goodfellowbros.com](mailto:steventh@goodfellowbros.com)  
**W:** [www.goodfellowbros.com](http://www.goodfellowbros.com)

2340 E Bidwell St Folsom CA 95630

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## SCUSD Chavez-Kemble ES Inc. 1 - Portable Relocation

7495 29th Street, Sacramento, CA 95822, United States of America

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Sent proposal: \$833,907

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Submitted Mar 17, 2023 at 9:32 AM PDT

**Goodfellow Bros. California, LLC**

2340 East Bidwell Street, Folsom, CA 95630, United States of America

Submitted on behalf of Goodfellow Bros. California, LLC by Heidi Raymond

### General Acknowledgments

Bidder acknowledges that Balfour Beatty- Clark/Sullivan, a Joint Venture is dependent on the bids to establish a GMP with the District/Owner and that Balfour Beatty is reasonably relying on the bids. Therefore, bidder promises that it will not withdraw or unilaterally alter its bid for a period of 90 days after the date set for the opening of the bids. Bidder also acknowledges that if it fails to honor any of the promises in its bid then it is foreseeable that Balfour Beatty will be injured, and therefore bidder will be responsible for any resulting damages to Balfour Beatty, including but not limited to covering the difference for Balfour Beatty to proceed with a different subcontractor.

By choosing "yes", the Bidder promises and represents that it can and will comply that they cannot add any exclusions, markups, etc. to the subcontract agreement included in the bid docs under Document 01304 Sample Long Form Subcontract or any other contract document listed in the bid manual.

Are you utilizing any DVBE subcontractors?

Is bidder DVBE certified?

By choosing "yes", the Bidder promises and represents that they have received notification and will comply with Addendums #1 and #2.

By choosing "yes", the Bidder promises and represents that it can and will comply with the Project Labor Agreement (PLA) upon award.

By choosing "yes", the Bidder promises and represents that it can and will comply with the Insurance Requirements for this project upon award.

Is the bidder prequalified with Balfour Beatty Construction, LLC?

By choosing "yes", the Bidder promises and represents that it can and will comply with the Front End and District Documents upon award.

By choosing "yes", the Bidder promises and represents that it can and will comply with the Bid Package in its entirety; Exhibit B, B1, B2 and B3 upon award.

Contractors License number?

977506

License Classification?

DIR Registration number?

EMR Rate?

By choosing "yes", the Bidder promises and represents that it can and will comply with this project utilizing LCP Tracker upon award.

By choosing "yes", the Bidder promises and represents that it can and will comply with this project utilizing Textura (cost to subcontractor .22% of contract value, not to exceed \$5,000) upon award.

### Bond Information

Performance and Payment Bond Rate - only if total bid is over \$100,000 (Not to be included with bid price above)

### Certifications

Do you represent a certified minority business?

---

**SCUSD Chavez-Kemble ES Inc. 1 - Portable Relocation**

7495 29th Street, Sacramento, CA 95822, United States of America

---

**Additional Information**

**Notes**

This quote was emailed directly to Joe Hucik on 3/16/23 @ 5:40PM

**Attachments**

 GBI SCUSD Kemble-CHave... (237 KB)



March 16, 2023

Balfour Beatty Construction, LLC  
400 Capitol Mall, Suite 900  
Sacramento, CA 95814

Attn: Joe Hucik [jhucik@balfourbeattyus.com](mailto:jhucik@balfourbeattyus.com)  
Re: SCUSD Chavez-Kemble ES Inc. 1 - Portable Relocation  
Bid Proposal 31.20 Earthwork and Asphalt Paving & Site and Bldg Demo

Dear F&H Team,

**Goodfellow Bros. California, LLC**, is pleased to provide the following proposal for the above referenced project. Our bid is based on bid plans and specifications for the above noted project. **We acknowledge 2 addendums.**

Please see the clarifications below for additional information related to this proposal.

**Pricing - Please See Attached Breakdown**

**PROPOSAL SPECIFIC INCLUSIONS/EXCLUSIONS**

- Excludes hiring private utility locating companies.
- Based on 4" of AB at trailer yard and site parking.
- Export soil is assumed to be suitable for unrestricted reuse and meet the environment screening levels (ESLs) for residential reuse per the criteria established by the California Regional Water Control Board. Price includes initial soils testing for export. Any further testing or reports, etc. is not included.
- Bid is based on the portable lift/moving pits can be accessed and excavated with a backhoe. Hand-digging is excluded.
- Demo site and existing portables as follows:
  - Demolish and remove the following buildings: Multi,RR,RR2,C14,C15,C35,C38-C40 (Building separation is excluded).
  - Includes SMAQMD notification for demolition.
  - Remove site concrete and AC.
  - Remove trees, stumps and brush.
  - Remove steps, walls, fencing, gates and associated footings.
  - Remove bollards, rails, flag pole, BB poles, tether poles and associated footing.
  - Excludes underground utilities demo.
  - Excludes hazardous materials abatement.
  - Excludes disconnect utilities and cut/cap.
- Bid includes seal coat of new AC pavement surfaces.
- Bid includes grading Type 6 Surfacing area per grading plan. Hydroseeding, covering area with 20 mil plastic, manual watering of native vegetation/landscaping, and installing AB paved traffic lanes. Etc. as noted on 1CP101 is not included.

- Erosion control add-alternate includes wattles, inlet protection and one washout as noted in our price sheet. Other items shown such as inlet protection on inlets to be removed, silt pits, etc. are not included.
- Bid includes and add-alt for 2x8 header-boards at AC paving, which noted in the specs without specific info or plans details, if required.
- Includes an add-alt which consists of a tractor and laborer crew for one shift to pump standing water as a budget regarding the plan note to process wet soils after rain events.

### EXCLUSIONS:

1. Removal disposal or relocation of existing utilities, other than irrigation noted.
2. Testing, removal and handling of contaminated, hazardous or buried materials
3. All bonds, fees, permits, engineering, staking and testing.
4. Dust control when our crews are not physically working on the site, such as after normal working hours and weekends.
5. Capping, sealing or abandoning of existing utilities, wells, etc.
6. Removal, disposal and backfill of utility lines other than noted
7. Removal and Backfill of portable units footings/slabs, etc. or for any other structures.
8. Import of topsoil.
9. Dewatering
10. vapor barrier or sand at building pads.
11. Adjusting or patching of new or existing utility iron and trenches.
12. Repairs to existing pavement and streets due to construction traffic.
13. Underground, concrete, electrical, wall, fence, landscape and irrigation work.
14. Water meters, sewer cleanouts or roof leader connections.
15. Traffic control and barricades for work by others.
16. Subgrade stabilization, soils chemical treatment, fabric and over-excavation of "soft" or unstable areas.
17. Winter maintenance, such as pumping of rain- water and constructing temporary roads.
18. Shoring, bracing or protection of existing structures.
19. Construction of bio-swales (i.e. import material, drain rock, pipe, sod and landscape).
20. Supply or installation of moisture/root barriers.
21. Tarping of loads.

### CLARIFICATIONS

1. GBI requires 72 hours notice prior to starting any work in order to notify Underground Service Alert (USA). **All privately owned utilities will need to be located by others.**
2. GBI is not responsible for unforeseen conditions not reasonably identifiable or apparent within the reports provided by owner.
3. The asphalt bid price based on \$810 per ton of liquid asphalt (October Valero RACK). Any increase in price of \$10.00 or greater will be subject to a price increase of \$.60 per ton of asphalt
4. One move-in per phase.
5. Clear, unobstructed and continuous access in each phase of work.
6. Any phasing of work will result in additional costs.
7. Working 5 x 8-hour days. Any overtime requested will result in additional costs.
8. Any work requested to be done in bad weather or wet conditions will result in additional costs.
9. There will be no repairs of damage by others at our expense without prior notification to GBI.
10. If the job is operated with any nonunion subcontractors on site, a two-gate system will be required.
11. Pricing does not include impacts related to AB5, which may significantly impact trucking costs. These costs cannot be determined at this time due to the uncertainty within the bill.

12. GGBI uses standard construction equipment and is not responsible for any damage due to vibrations or any other reason.
13. This proposal is based on construction water being available from an onsite source, such as a fire hydrant. No provision for water rationing, or buying water is included (i.e. inflated water rates, non-potable water from sewer plants, etc.).
14. Participation in any Wrap-up (OCIP, CCIP, or CIP) Insurance program is subject to review of the actual policy, including all attachments and endorsements applicable to this project, or any other projects to which this program may apply. The insurance credit will not exceed our insurance policy premium. Any credits will be for primary CGL coverage only (excess liability or any other coverage credits do not apply). In no event shall our contribution to a self insured retention or deductible under a Wrap-up program exceed our GL policy deductible.
15. This proposal is based on utilizing a combination of GPS technology and standard construction staking. We will require five control points and a complete CAD file.
16. If this proposal is accepted, we will participate in constructing an agreeable schedule.
17. Release of retention to be within 30 days of completion of our work. This applies even if the work has not been accepted by the governing agency, if such delay is no fault of GGBI.
18. Extra work to be performed at a fixed price, or time and materials based on the current GGBI rates.
19. Contract language is subject to review and approval prior to proceeding with work. This proposal shall be made a part of any subsequent contract.
20. This proposal remains in effect for 30 days.

Goodfellow Bros. California, LLC, appreciates the opportunity to bid your project. Please contact me should you have any questions.

Steven Thomas  
Estimator  
(916) 439-9209

**Goodfellow Bros. California, LLC**  
**50 Contractors Street, Livermore, CA 94551**  
**P.O. Box 598, Wenatchee, WA 98807**  
**P 925 \ 245 \ 2100 | F 925 \ 449 \ 5875**  
**CL# 977506 ▪ Equal Opportunity Employer**

**GOODFELLOWBROS.COM**

03/16/2023  
 ST23-0070  
 \*\*\* Steven Thomas

17:26  
 Chavez/Kemble ES Inc. 1

**BID TOTALS**

<u>Biditem</u>	<u>Description</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Bid Total</u>
<b>31.20 EARTHWORK &amp; ASPHALT PAVING BASE BID</b>					
1.00	4" Rock Trailer Yard/Site Parking	13,000.000	SF	3.00	39,000.00
2.00	Protect Exist. Trees to Remain (#12/1CD101A)	7.000	EA	335.00	2,345.00
5.00	Protect Exist. Utility Boxes (#17/1CD101A)	1.000	LS	1,400.00	1,400.00
6.00	Stabilized Construction Entrances	2.000	EA	7,200.00	14,400.00
7.00	Downspout/Bard Units Splash Blocks (#16/1CS502)	78.000	EA	125.00	9,750.00
8.00	Striping/Signs/Red Curbs/Whl Stops (1CS501&502)	1.000	LS	12,200.00	12,200.00
9.00	Ex/Backfill Lifting Pits @ Relocated Portables	104.000	EA	145.00	15,080.00
10.00	Rough Grade & Backfill Demo/Utility Voids	2,625.000	CY	20.00	52,500.00
11.00	Off-Haul Spoils From Grading & Asphalt Paving Only	3,100.000	CY	62.00	192,200.00
12.00	Type 5 AB Paving (8"AB) @ Portable Bldg. Pads	17,800.000	SF	6.00	106,800.00
13.00	Type 4 Conc. Paving (4"AB/ Conc.by Others)	2,800.000	SF	9.35	26,180.00
14.00	Type 1 AC Paving (3.5"AC/ 9"AB)	7,800.000	SF	14.80	115,440.00
15.00	Type 3 AC Paving (3"AC/ 6"AB)	560.000	SF	21.70	12,152.00
16.00	Fine Grade Landscape Area	104,000.000	SF	0.30	31,200.00
17.00	AC Curb (#18/1CS501)	200.000	LF	65.00	13,000.00
18.00	Cut-in Curbs @ New Trash Encl. (#8/1AS501)	1.000	LS	5,000.00	5,000.00
19.00	Patch AC @ Electrical Trench (Add #2)	300.000	SF	14.20	4,260.00
20.00	Site & Building Demo	1.000	LS	181,000.00	181,000.00

---

31.20 EARTHWORK/ASPHALT PAVING BASE BID TOTAL \$833,907.00

---

**ADD ALTERNATES**

<i>AA1.00</i>	<i>Install/Maintain/Remove Erosion Control</i>	<i>1.000</i>	<i>LS</i>	<i>31,500.00</i>	<i>31,500.00</i>
	EROSION CONTROL INCLUDES: (1) 2,600 LF Wattles, (2) 16 EA Drain Inlet Protection and (3) 1 EA Concrete Washout.				
<i>AA3.00</i>	<i>Hydroseed Type 6 Surfacing Area</i>	<i>106,000.000</i>	<i>SF</i>	<i>0.15</i>	<i>15,900.00</i>
<i>AA4.00</i>	<i>Process Wet Soils After Rain Event</i>	<i>1.000</i>	<i>DY</i>	<i>5,000.00</i>	<i>5,000.00</i>

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**\*\*Notes:**

Items in italics are Non-Additive.



# SCUSD Chavez-Kemble ES Inc. 1 - Portable Relocation

7495 29th Street, Sacramento, CA 95822, United States of America

Sent proposal: \$585,326

Submitted Mar 24, 2023 at 4:12 PM PDT  
Frontline General Construction  
Union City, CA, United States of America  
JPP | jp@frontlinegeconstruction.com

**Cannot Bond Project**

## General Acknowledgments

Bidder acknowledges that Balfour Beatty- Clark/Sullivan, a Joint Venture is dependent on the bids to establish a GMP with the District/Owner and that Balfour Beatty is reasonably relying on the bids. Therefore, bidder promises that it will not withdraw or unilaterally alter its bid for a period of 90 days after the date set for the opening of the bids. Bidder also acknowledges that if it fails to honor any of the promises in its bid then it is foreseeable that Balfour Beatty will be injured, and therefore bidder will be responsible for any resulting damages to Balfour Beatty, including but not limited to covering the difference for Balfour Beatty to proceed with a different subcontractor.	Yes
By choosing "yes", the Bidder promises and represents that it can and will comply that they cannot add any exclusions, markups, etc. to the subcontract agreement included in the bid docs under Document 01304 Sample Long Form Subcontract or any other contract document listed in the bid manual.	Yes
Are you utilizing any DVBE subcontractors?	No
Is bidder DVBE certified?	No
By choosing "yes", the Bidder promises and represents that they have received notification and will comply with Addendums #1 and #2.	Yes
By choosing "yes", the Bidder promises and represents that it can and will comply with the Project Labor Agreement (PLA) upon award.	Yes
By choosing "yes", the Bidder promises and represents that it can and will comply with the Insurance Requirements for this project upon award.	Yes
Is the bidder prequalified with Balfour Beatty Construction, LLC?	Yes
By choosing "yes", the Bidder promises and represents that it can and will comply with the Front End and District Documents upon award.	Yes
By choosing "yes", the Bidder promises and represents that it can and will comply with the Bid Package in its entirety; Exhibit B, B1, B2 and B3 upon award.	Yes
Contractors License number?	1047164
License Classification?	A
DIR Registration number?	1000634065
EMR Rate?	1.0
By choosing "yes", the Bidder promises and represents that it can and will comply with this project utilizing LCP Tracker upon award.	Yes

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## SCUSD Chavez-Kemble ES Inc. 1 - Portable Relocation

7495 29th Street, Sacramento, CA 95822, United States of America

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By choosing "yes", the Bidder promises and represents that it can and will comply with this project utilizing Textura (cost to subcontractor .22% of contract value, not to exceed \$5,000) upon award. Yes

### Bond Information

Performance and Payment Bond Rate - only if total bid is over \$100,000 (Not to be included with bid price above) 2 %


### Certifications

Do you represent a certified minority business? Yes

### Additional Information

**Notes** Please note this is a Bid Revision.

### Attachments

 BID REVISION - 02,40 Existi... (861 KB)



# BID REVISION

Lic.:1047164 • DIR:1000634065 • MBE:2200049 • SBE:2017930

## SCUSD CHAVEZ-KEMBLE ES INC. 1 – PORTABLE RELOCATION

### Scope of Work

Frontline General Engineering Construction proposes to furnish labor, materials, and equipment to perform Site Work for the above-referenced project. This proposal is based on the scope of work shown on the drawings, specifications, bid form and the following clarifications/exclusions listed below. This proposal is contingent upon contract terms and conditions being acceptable to. Thank you for this opportunity to bid on this scope of work, and we look forward to working with you.

**Acknowledged Addendums: Addendum #1 and #2**

### Scope of Work and Cost Breakdown:

<b>1. MOBILIZATION &amp; SITE OVERHEAD</b>	<b>\$9,561.00</b>
<b>2. DEMOLITION</b>	<b>\$484,281.00.00</b>
a. BREAKOUT COST FOR IRRIGATION LINE DEMO: \$7,776.00	
<b>INITIAL TOTAL BASE BID</b>	<b>\$493,842.00</b>
<b>1. 02.40.022 &amp; 02.40.023</b>	
a. REMOVE FLOORING AND BASE FROM PORTABLES	<b>\$81,984.00</b>
<b>2. CREDIT FOR TRANSFORMER REMOVAL</b>	<b>(-\$10,000.00)</b>
<b>3. PARC</b>	<b>\$19,500.00</b>
<b>UPDATED TOTAL BASE BID</b>	<b>\$585,326.00</b>

### Important Notes:

- TOTAL OFFHAUL FOR ASPHALT, CONCRETE AND DIRT: 1658 CUBIC YARDS
- Remaining off haul for Chain link fence, Utility structures etc.: 300 Cubic Yards
- Sheet 1CD101A Excluded Demolition and Reinstallation of ECE Transformer
- Sheet 1CD101A Excluded Cut, Cap, Or Patch Any Site Utility Demo'd by Others

Friday, March 24, 2023



**FRONTLINE**  
GENERAL ENGINEERING  
CONSTRUCTION INC.

# BID REVISION

Lic.:1047164 • DIR:1000634065 • MBE:2200049 • SBE:2017930

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- Demolition of non-salvaged electrical gear is excluded.
- Demolition of Gas line based on quantity found on sheet 1PS101 – 2140 LF.
- Clear and Grub scope is excluded from Demolition Scope.
- Safe off by others assumed for Electrical Demolition.

Frontline General Engineering Construction Inc. appreciates the opportunity to bid on this scope of work and look forward to working with you on this project. Should you have any questions feel free to reach Jesus Pedroza at Office: (510) 954-0739 or Mobile: (510) 520-2464.

Best regards,

**Jesus Pedroza.**



# BID REVISION

Lic.:1047164 • DIR:1000634065 • MBE:2200049 • SBE:2017930

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## Terms and Conditions

- Release of Retention – Maximum retention shall be no more than 10% of original contract amount plus or minus adjustments for changes in scope of work. All retention shall be released upon completion of our scope of work and no retention shall be held after acceptance of our scope of work. Under no circumstances will retention be held beyond our completion and demobilization. If our scope of work is broken into two or more mobilizations due to circumstances beyond our control, retention held for work in each mobilization shall be released upon completion of the work in that mobilization.
- Delays due to acts or omissions of the owner, designer, other trades, public agencies, inclement weather beyond the norm, unavailability of materials, Civil unrest, Pandemics, acts of God, acts of the Public Enemy and all similar delays are excluded and compensable.
- Extra Work shall be performed under written direction only. Costs shall be calculated per the latest publication of the Caltrans rates. All Daily Extra Work Reports signed by any Owner or General Contractor representative, agent, employee, or assignee shall be accepted as final proof of liability for the work performed under the signed ticket.
- Frontline General Engineering Construction is an established union contractor. We are signatory to operators and laborers, and the ability to bond our projects. Please add 2% to the contract if required bonding.

## General Exclusions:

**All exclusions mentioned below are applicable unless specified otherwise in the Scope of Work or Important Notes mentioned above.**

1. All permits are excluded – we can apply for permits and pass on the cost if you need us to.
2. All design work is excluded.
3. All handling, transport, permitting, testing, and discharge or disposal of hazardous and contaminated materials and or contaminated ground water is excluded. We assume all materials to be handled are clean. We assume all materials off hauled are re-usable as “clean fill”. The soil report does not indicate that contaminated materials are present.
4. All meter fees are excluded.
5. All fees and piping for temporary construction water are excluded.



**FRONTLINE**  
GENERAL ENGINEERING  
CONSTRUCTION INC.

# BID REVISION

**Lic.:1047164 • DIR:1000634065 • MBE:2200049 • SBE:2017930**

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6. All erosion and sediment control work are excluded.
7. All fees and piping for construction Temp water are excluded.
8. All excavation, demolition, testing, handling, transport, and disposal of unshown underground obstructions, foundations, utilities, boulders larger than 3 ft in any dimension, and tanks are excluded.
9. All testing is excluded.
10. All handling and disposal of excess spoils generated by MEP, Landscaping and other trades is excluded. We can carry out this work if required per the unit prices quoted in the alternates.
11. All shoring of the mass excavation and structural excavations is excluded. Temporary shoring of utility trenches per OSHA during the performance of our work is included.
12. All installation, protection, and abandonment of monitoring wells is excluded.
13. All dewatering is excluded. Soils report states that no groundwater will be encountered.
14. All electrical work is excluded. All removal, relocation, installation of low and high voltage wiring, transformers, poles, and similar facilities is excluded.
15. All work on existing and new above and below ground street lighting, electroliers, luminaires, traffic and pedestrian control signaling, telemetry, CCTV and similar facilities is excluded.
16. All archaeological work and all handling of archaeological, historic, and human remains and the schedule impact of all such work is excluded.
17. All work outside of normal working hours and all overtime and holiday work is excluded.
18. All dust, noise, vibration, and other monitoring is excluded.
19. All fencing, security, guarding, and CCTV monitoring is excluded.
20. All soil stabilization, hydroseeding, winterizing is excluded. All dust control watering, stockpile covering, application of soil stabilizers, and similar measures necessary when we are not mobilized on site are excluded. We assume one mobilization to perform the work under this proposal.
21. All Cathodic protection is excluded.
22. All work shown on Plumbing, Electrical, Landscaping, plans is excluded. The grease interceptor is included.
23. All concrete structural, architectural, and flat work is excluded.



# BID REVISION

Lic.:1047164 • DIR:1000634065 • MBE:2200049 • SBE:2017930

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- 24. All Survey control and Staking is excluded.
- 25. All underground work on exterior perimeter of building -- Waterproofing, drainboard, perimeter drain, backfill, soldier beam cutting, etc. – is excluded. Flex-Tend couplings or similar if required are excluded.
- 26. All Traffic Control is excluded.
- 27. Provision of Temp water and Portable Toilets is excluded.
- 28. Fire Water/Fire Sprinkler Design and review is excluded.
- 29. All connections to the buildings are excluded.
- 30. All Roof Drainage is excluded.
- 31. All Hydronic Pipe work is excluded.
- 32. Demolition of existing piping UNO are excluded.

If you have any questions regarding this proposal, please contact Jesus Pedroza at (510) 954 - 0739.

***Thank you for your Business.***



**FRONTLINE**  
GENERAL ENGINEERING  
CONSTRUCTION INC.

# CONSTRUCTION BID PROPOSAL

Lic.:1047164 • DIR:1000634065 • MBE:2200049 • SBE:2017930

## SCUSD CHAVEZ-KEMBLE ES INC. 1 – PORTABLE RELOCATION

### Scope of Work

Frontline General Engineering Construction proposes to furnish labor, materials, and equipment to perform Site Work for the above-referenced project. This proposal is based on the scope of work shown on the drawings, specifications, bid form and the following clarifications/exclusions listed below. This proposal is contingent upon contract terms and conditions being acceptable to. Thank you for this opportunity to bid on this scope of work, and we look forward to working with you.

**Acknowledged Addendums: Addendum #1 and #2**

### Scope of Work and Cost Breakdown:

<b>1. MOBILIZATION &amp; SITE OVERHEAD</b>	<b>\$9,561.00</b>
<b>2. DEMOLITION</b>	<b>\$484,281.00.00</b>
<b>TOTAL BASE BID</b>	<b>\$493,842.00</b>

### Important Notes:

- Sheet 1CD101A Excluded Protect Trees If Needed
- Sheet 1CD101A Excluded Remove Shade Structure And Conc Footings
- Sheet 1CD101A Excluded Remove Ex Shed/Container
- Sheet 1CD101A Excluded Reinstallation Of ECE Transformer
- Sheet 1CD101A Excluded Cut, Cap, Or Patch Any Site Utility Demo'd By Others
- Demolition of non-salvaged electrical gear is excluded.
- Demolition of Gas line based on quantity found on sheet 1PS101 – 2140 LF.
- Reinstallation of existing transformers and other electrical equipment is excluded.
- Clear and Grub scope is excluded.
- Safe off by others assumed for Electrical Demolition.

Frontline General Engineering Construction Inc. appreciates the opportunity to bid on this scope of work and look forward to working with you on this project. Should you have any questions



Thursday, March 16, 2023



**FRONTLINE**  
GENERAL ENGINEERING  
CONSTRUCTION INC.

# CONSTRUCTION BID PROPOSAL

**Lic.:1047164 • DIR:1000634065 • MBE:2200049 • SBE:2017930**

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feel free to reach Jesus Pedroza at Office: (510) 954-0739 or Mobile: (510) 520-2464.

Best regards,

**Jesus Pedroza.**





**FRONTLINE**  
GENERAL ENGINEERING  
CONSTRUCTION INC.

# CONSTRUCTION BID PROPOSAL

Lic.:1047164 • DIR:1000634065 • MBE:2200049 • SBE:2017930

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## Terms and Conditions

- Release of Retention – Maximum retention shall be no more than 10% of original contract amount plus or minus adjustments for changes in scope of work. All retention shall be released upon completion of our scope of work and no retention shall be held after acceptance of our scope of work. Under no circumstances will retention be held beyond our completion and demobilization. If our scope of work is broken into two or more mobilizations due to circumstances beyond our control, retention held for work in each mobilization shall be released upon completion of the work in that mobilization.
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- Extra Work shall be performed under written direction only. Costs shall be calculated per the latest publication of the Caltrans rates. All Daily Extra Work Reports signed by any Owner or General Contractor representative, agent, employee, or assignee shall be accepted as final proof of liability for the work performed under the signed ticket.
- Frontline General Engineering Construction is an established union contractor. We are signatory to operators and laborers, and the ability to bond our projects. Please add 2% to the contract if required bonding.

## General Exclusions:

**All exclusions mentioned below are applicable unless specified otherwise in the Scope of Work or Important Notes mentioned above.**

1. All permits are excluded – we can apply for permits and pass on the cost if you need us to.
2. All design work is excluded.
3. All handling, transport, permitting, testing, and discharge or disposal of hazardous and contaminated materials and or contaminated ground water is excluded. We assume all materials to be handled are clean. We assume all materials off hauled are re-usable as “clean fill”. The soil report does not indicate that contaminated materials are present.
4. All meter fees are excluded.
5. All fees and piping for temporary construction water are excluded.



**FRONTLINE  
GENERAL ENGINEERING  
CONSTRUCTION INC.**

# CONSTRUCTION BID PROPOSAL

**Lic.:1047164 • DIR:1000634065 • MBE:2200049 • SBE:2017930**

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6. All erosion and sediment control work are excluded.
7. All fees and piping for construction Temp water are excluded.
8. All excavation, demolition, testing, handling, transport, and disposal of unshown underground obstructions, foundations, utilities, boulders larger than 3 ft in any dimension, and tanks are excluded.
9. All testing is excluded.
10. All handling and disposal of excess spoils generated by MEP, Landscaping and other trades is excluded. We can carry out this work if required per the unit prices quoted in the alternates.
11. All shoring of the mass excavation and structural excavations is excluded. Temporary shoring of utility trenches per OSHA during the performance of our work is included.
12. All installation, protection, and abandonment of monitoring wells is excluded.
13. All dewatering is excluded. Soils report states that no groundwater will be encountered.
14. All electrical work is excluded. All removal, relocation, installation of low and high voltage wiring, transformers, poles, and similar facilities is excluded.
15. All work on existing and new above and below ground street lighting, electroliers, luminaires, traffic and pedestrian control signaling, telemetry, CCTV and similar facilities is excluded.
16. All archaeological work and all handling of archaeological, historic, and human remains and the schedule impact of all such work is excluded.
17. All work outside of normal working hours and all overtime and holiday work is excluded.
18. All dust, noise, vibration, and other monitoring is excluded.
19. All fencing, security, guarding, and CCTV monitoring is excluded.
20. All soil stabilization, hydroseeding, winterizing is excluded. All dust control watering, stockpile covering, application of soil stabilizers, and similar measures necessary when we are not mobilized on site are excluded. We assume one mobilization to perform the work under this proposal.
21. All Cathodic protection is excluded.
22. All work shown on Plumbing, Electrical, Landscaping, plans is excluded. The grease interceptor is included.
23. All concrete structural, architectural, and flat work is excluded.



**FRONTLINE**  
GENERAL ENGINEERING  
CONSTRUCTION INC.

# CONSTRUCTION BID PROPOSAL

**Lic.:1047164 • DIR:1000634065 • MBE:2200049 • SBE:2017930**

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24. All Survey control and Staking is excluded.
25. All underground work on exterior perimeter of building -- Waterproofing, drainboard, perimeter drain, backfill, soldier beam cutting, etc. -- is excluded. Flex-Tend couplings or similar if required are excluded.
26. All Traffic Control is excluded.
27. Provision of Temp water and Portable Toilets is excluded.
28. Fire Water/Fire Sprinkler Design and review is excluded.
29. All connections to the buildings are excluded.
30. All Roof Drainage is excluded.
31. All Hydronic Pipe work is excluded.
32. Demolition of existing piping UNO are excluded.

If you have any questions regarding this proposal, please contact Jesus Pedroza at (510) 954 - 0739.

***Thank you for your Business.***

## Raymond, Heidi

---

**From:** Hucik, Joe  
**Sent:** Thursday, March 16, 2023 10:45 PM  
**To:** Lee, Jeffrey; Raymond, Heidi  
**Subject:** Fwd: SCUSD Chavez-Kemble ES Inc. 1 - Portable Relocation Grading  
**Attachments:** 31.20 Earthwork and Asphalt Paving PROPOSAL - Frontline General Engineering Construction.pdf

**Follow Up Flag:** Follow up  
**Flag Status:** Completed

Jeff / Heidi -

Please see attached to be uploaded to the grading scope of work for Frontline. They had issues uploading.

Thanks

Get [Outlook for Android](#)

---

**From:** Jesus Pedroza <jp@frontlinegeconstruction.com>  
**Sent:** Thursday, March 16, 2023 7:48:14 PM  
**To:** Hucik, Joe <JHucik@Balfourbeattyus.com>  
**Cc:** Samraat Gupta <samraat@frontlinegeconstruction.com>  
**Subject:** SCUSD Chavez-Kemble ES Inc. 1 - Portable Relocation Grading

External Email

Joe,

Attached is my proposal for site grading, Link for building connected was not working.

Best Regards,  
Jesus Pedroza  
Frontline General Engineering Construction, Inc.  
MAIN: 510.954.0739 | DIRECT: 510.520.2464  
[www.frontlinegeconstruction.com](http://www.frontlinegeconstruction.com)





# CONSTRUCTION BID PROPOSAL

Lic.:1047164 • DIR:1000634065 • MBE:2200049 • SBE:2017930

## SCUSD CHAVEZ-KEMBLE ES INC. 1 – PORTABLE RELOCATION

### Scope of Work

Frontline General Engineering Construction proposes to furnish labor, materials, and equipment to perform Site Work for the above-referenced project. This proposal is based on the scope of work shown on the drawings, specifications, bid form and the following clarifications/exclusions listed below. This proposal is contingent upon contract terms and conditions being acceptable to. Thank you for this opportunity to bid on this scope of work, and we look forward to working with you.

**Acknowledged Addendums: Addendum #1 and #2**

### Scope of Work and Cost Breakdown:

<b>1. MOBILIZATION &amp; SITE OVERHEAD</b>	<b>\$9,561.00</b>
<b>2. DEMOLITION</b>	<b>\$484,281.00.00</b>
<b>TOTAL BASE BID</b>	<b>\$493,842.00</b>

### Important Notes:

- Sheet 1CD101A Excluded Protect Trees If Needed
- Sheet 1CD101A Excluded Remove Shade Structure And Conc Footings
- Sheet 1CD101A Excluded Remove Ex Shed/Container
- Sheet 1CD101A Excluded Reinstallation Of ECE Transformer
- Sheet 1CD101A Excluded Cut, Cap, Or Patch Any Site Utility Demo'd By Others
- Demolition of non-salvaged electrical gear is excluded.
- Demolition of Gas line based on quantity found on sheet 1PS101 – 2140 LF.
- Reinstallation of existing transformers and other electrical equipment is excluded.
- Clear and Grub scope is excluded.
- Safe off by others assumed for Electrical Demolition.

Frontline General Engineering Construction Inc. appreciates the opportunity to bid on this scope of work and look forward to working with you on this project. Should you have any questions

Thursday, March 16, 2023



**FRONTLINE**  
GENERAL ENGINEERING  
CONSTRUCTION INC.

# CONSTRUCTION BID PROPOSAL

**Lic.:1047164 • DIR:1000634065 • MBE:2200049 • SBE:2017930**

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feel free to reach Jesus Pedroza at Office: (510) 954-0739 or Mobile: (510) 520-2464.

Best regards,

**Jesus Pedroza.**





**FRONTLINE**  
GENERAL ENGINEERING  
CONSTRUCTION INC.

# CONSTRUCTION BID PROPOSAL

Lic.:1047164 • DIR:1000634065 • MBE:2200049 • SBE:2017930

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## Terms and Conditions

- Release of Retention – Maximum retention shall be no more than 10% of original contract amount plus or minus adjustments for changes in scope of work. All retention shall be released upon completion of our scope of work and no retention shall be held after acceptance of our scope of work. Under no circumstances will retention be held beyond our completion and demobilization. If our scope of work is broken into two or more mobilizations due to circumstances beyond our control, retention held for work in each mobilization shall be released upon completion of the work in that mobilization.
- Delays due to acts or omissions of the owner, designer, other trades, public agencies, inclement weather beyond the norm, unavailability of materials, Civil unrest, Pandemics, acts of God, acts of the Public Enemy and all similar delays are excluded and compensable.
- Extra Work shall be performed under written direction only. Costs shall be calculated per the latest publication of the Caltrans rates. All Daily Extra Work Reports signed by any Owner or General Contractor representative, agent, employee, or assignee shall be accepted as final proof of liability for the work performed under the signed ticket.
- Frontline General Engineering Construction is an established union contractor. We are signatory to operators and laborers, and the ability to bond our projects. Please add 2% to the contract if required bonding.

## General Exclusions:

**All exclusions mentioned below are applicable unless specified otherwise in the Scope of Work or Important Notes mentioned above.**

1. All permits are excluded – we can apply for permits and pass on the cost if you need us to.
2. All design work is excluded.
3. All handling, transport, permitting, testing, and discharge or disposal of hazardous and contaminated materials and or contaminated ground water is excluded. We assume all materials to be handled are clean. We assume all materials off hauled are re-usable as “clean fill”. The soil report does not indicate that contaminated materials are present.
4. All meter fees are excluded.
5. All fees and piping for temporary construction water are excluded.





**FRONTLINE**  
GENERAL ENGINEERING  
CONSTRUCTION INC.

# CONSTRUCTION BID PROPOSAL

Lic.:1047164 • DIR:1000634065 • MBE:2200049 • SBE:2017930

6. All erosion and sediment control work are excluded.
7. All fees and piping for construction Temp water are excluded.
8. All excavation, demolition, testing, handling, transport, and disposal of unshown underground obstructions, foundations, utilities, boulders larger than 3 ft in any dimension, and tanks are excluded.
9. All testing is excluded.
10. All handling and disposal of excess spoils generated by MEP, Landscaping and other trades is excluded. We can carry out this work if required per the unit prices quoted in the alternates.
11. All shoring of the mass excavation and structural excavations is excluded. Temporary shoring of utility trenches per OSHA during the performance of our work is included.
12. All installation, protection, and abandonment of monitoring wells is excluded.
13. All dewatering is excluded. Soils report states that no groundwater will be encountered.
14. All electrical work is excluded. All removal, relocation, installation of low and high voltage wiring, transformers, poles, and similar facilities is excluded.
15. All work on existing and new above and below ground street lighting, electroliers, luminaires, traffic and pedestrian control signaling, telemetry, CCTV and similar facilities is excluded.
16. All archaeological work and all handling of archaeological, historic, and human remains and the schedule impact of all such work is excluded.
17. All work outside of normal working hours and all overtime and holiday work is excluded.
18. All dust, noise, vibration, and other monitoring is excluded.
19. All fencing, security, guarding, and CCTV monitoring is excluded.
20. All soil stabilization, hydroseeding, winterizing is excluded. All dust control watering, stockpile covering, application of soil stabilizers, and similar measures necessary when we are not mobilized on site are excluded. We assume one mobilization to perform the work under this proposal.
21. All Cathodic protection is excluded.
22. All work shown on Plumbing, Electrical, Landscaping, plans is excluded. The grease interceptor is included.
23. All concrete structural, architectural, and flat work is excluded.



**FRONTLINE**  
GENERAL ENGINEERING  
CONSTRUCTION INC.

Thursday, March 16, 2023

# CONSTRUCTION BID PROPOSAL

Lic.:1047164 • DIR:1000634065 • MBE:2200049 • SBE:2017930

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24. All Survey control and Staking is excluded.
25. All underground work on exterior perimeter of building -- Waterproofing, drainboard, perimeter drain, backfill, soldier beam cutting, etc. -- is excluded. Flex-Tend couplings or similar if required are excluded.
26. All Traffic Control is excluded.
27. Provision of Temp water and Portable Toilets is excluded.
28. Fire Water/Fire Sprinkler Design and review is excluded.
29. All connections to the buildings are excluded.
30. All Roof Drainage is excluded.
31. All Hydronic Pipe work is excluded.
32. Demolition of existing piping UNO are excluded.

If you have any questions regarding this proposal, please contact Jesus Pedroza at (510) 954 - 0739.

*Thank you for your Business.*

## SCUSD Chavez-Kemble ES Inc. 1 - Portable Relocation

7495 29th Street, Sacramento, CA 95822, United States of America

Sent proposal: \$493,842

Submitted Mar 16, 2023 at 2:07 PM PDT

**Frontline General Engineering Construction INC**

34519 Torrey Pine Lane, Union City, CA 94587, United States of America

Jesus Pedroza Pedroza | Estimator | +1 510-520-2464 | jp@frontlinegeneralconstruction.com

### General Acknowledgments

<p>Bidder acknowledges that Balfour Beatty- Clark/Sullivan, a Joint Venture is dependent on the bids to establish a GMP with the District/Owner and that Balfour Beatty is reasonably relying on the bids. Therefore, bidder promises that it will not withdraw or unilaterally alter its bid for a period of 90 days after the date set for the opening of the bids. Bidder also acknowledges that if it fails to honor any of the promises in its bid then it is foreseeable that Balfour Beatty will be injured, and therefore bidder will be responsible for any resulting damages to Balfour Beatty, including but not limited to covering the difference for Balfour Beatty to proceed with a different subcontractor.</p>	<p>Yes</p>
<p>By choosing "yes", the Bidder promises and represents that it can and will comply that they cannot add any exclusions, markups, etc. to the subcontract agreement included in the bid docs under Document 01304 Sample Long Form Subcontract or any other contract document listed in the bid manual.</p>	<p>Yes</p>
<p>Are you utilizing any DVBE subcontractors?</p>	<p>No</p>
<p>Is bidder DVBE certified?</p>	<p>No</p>
<p>By choosing "yes", the Bidder promises and represents that they have received notification and will comply with Addendums #1 and #2.</p>	<p>Yes</p>
<p>By choosing "yes", the Bidder promises and represents that it can and will comply with the Project Labor Agreement (PLA) upon award.</p>	<p>Yes</p>
<p>By choosing "yes", the Bidder promises and represents that it can and will comply with the Insurance Requirements for this project upon award.</p>	<p>Yes</p>
<p>Is the bidder prequalified with Balfour Beatty Construction, LLC?</p>	<p>Yes</p>
<p>By choosing "yes", the Bidder promises and represents that it can and will comply with the Front End and District Documents upon award.</p>	<p>Yes</p>
<p>By choosing "yes", the Bidder promises and represents that it can and will comply with the Bid Package in its entirety; Exhibit B, B1, B2 and B3 upon award.</p>	<p>Yes</p>
<p>Contractors License number?</p>	<p>1047164</p>
<p>License Classification?</p>	<p>A</p>
<p>DIR Registration number?</p>	<p>1000634065</p>
<p>EMR Rate?</p>	<p>1</p>
<p>By choosing "yes", the Bidder promises and represents that it can and will comply with this project utilizing LCP Tracker upon award.</p>	<p>Yes</p>

---

## SCUSD Chavez-Kemble ES Inc. 1 - Portable Relocation

7495 29th Street, Sacramento, CA 95822, United States of America

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By choosing "yes", the Bidder promises and represents that it can and will comply with this project utilizing Textura (cost to subcontractor .22% of contract value, not to exceed \$5,000) upon award.

Yes

### Bond Information

Performance and Payment Bond Rate - only if total bid is over \$100,000 (Not to be included with bid price above)

2 %

### Certifications

Do you represent a certified minority business?

Yes

### Attachments

 02.40 Existing Conditions - ... (861 KB)

# SCUSD Chavez-Kemble ES Inc. 1 - Portable Relocation

7495 29th Street, Sacramento, CA 95822, United States of America

Sent proposal: \$656,900

Submitted Mar 29, 2023 at 7:40 AM PDT

Dutch Contracting Inc

Sacramento, CA, United States of America



Submitted on behalf of Dutch Contracting Inc by Joe Hucik

## General Acknowledgments

Bidder acknowledges that Balfour Beatty- Clark/Sullivan, a Joint Venture is dependent on the bids to establish a GMP with the District/Owner and that Balfour Beatty is reasonably relying on the bids. Therefore, bidder promises that it will not withdraw or unilaterally alter its bid for a period of 90 days after the date set for the opening of the bids. Bidder also acknowledges that if it fails to honor any of the promises in its bid then it is foreseeable that Balfour Beatty will be injured, and therefore bidder will be responsible for any resulting damages to Balfour Beatty, including but not limited to covering the difference for Balfour Beatty to proceed with a different subcontractor.	Yes
By choosing "yes", the Bidder promises and represents that it can and will comply that they cannot add any exclusions, markups, etc. to the subcontract agreement included in the bid docs under Document 01304 Sample Long Form Subcontract or any other contract document listed in the bid manual.	Yes
Are you utilizing any DVBE subcontractors?	Yes
Is bidder DVBE certified?	Yes
By choosing "yes", the Bidder promises and represents that they have received notification and will comply with Addendums #1 and #2.	Yes
By choosing "yes", the Bidder promises and represents that it can and will comply with the Project Labor Agreement (PLA) upon award.	Yes
By choosing "yes", the Bidder promises and represents that it can and will comply with the Insurance Requirements for this project upon award.	Yes
Is the bidder prequalified with Balfour Beatty Construction, LLC?	Yes
By choosing "yes", the Bidder promises and represents that it can and will comply with the Front End and District Documents upon award.	Yes
By choosing "yes", the Bidder promises and represents that it can and will comply with the Bid Package in its entirety; Exhibit B, B1, B2 and B3 upon award.	Yes
Contractors License number?	
License Classification?	
DIR Registration number?	
EMR Rate?	
By choosing "yes", the Bidder promises and represents that it can and will comply with this project utilizing LCP Tracker upon award.	Yes

---

## SCUSD Chavez-Kemble ES Inc. 1 - Portable Relocation

7495 29th Street, Sacramento, CA 95822, United States of America

---

By choosing "yes", the Bidder promises and represents that it can and will comply with this project utilizing Textura (cost to subcontractor .22% of contract value, not to exceed \$5,000) upon award.

Yes

### Bond Information

Performance and Payment Bond Rate - only if total bid is over \$100,000 (Not to be included with bid price above)

### Certifications

Do you represent a certified minority business?

### Additional Information

### Notes

### Attachments

 Chavez Kimble- DEMO 202... (460 KB)



2201 Francisco Dr. 140-136  
 El Dorado Hills, Ca. 95762  
 CLSB 1002925  
 DIR1000030292

# Proposal

**Proposal Date:** 3/16/2023  
**Proposal #:** 2023-037

**Project:**  
 Chavez Kemble New Construction/  
 DEMO

Description	Quantity	UOM	Total
<p>Chavez Kemble New Construction            Addendum: 1-2            Approved Project Plans by Warren Consulting Civil Plan Sheets Only            ICG102A and ICP101            Geotechnical Report by XXX dated XXX</p> <p>Dutch Contracting, Inc. proposes to furnish all labor, equipment and materials for the completion of the following items on the above mentioned project. All work to be performed in conformance with the plans and specifications of the GENERAL CONTRACT and subject to the terms and conditions contained herein: Prevailing Wage labor requirements to be met.</p> <p>Description: Mobilize all resources to site, Demolish all pcc, ac , buildings, wet utilities,gas lines, electrical lines clear and grub, tree removals as shown, all grading compaction for our work. Includes fine grade, AB placement and compaction, AC Paving. 02.40 Existing Conditions-Demo</p> <p>1. Mobilization- 2 Each            One Mobilization for Demolition, Grading and Wet Utilities, One mobilization AB Placement, and one for AC Paving.</p> <p>2. Demolition / Clear and Grub- 02.40            Clear and Grub Grasses and Trees            Demolition of AC Pavements            Demolition of PCC walks, curbs, walls, footings etc..            Demolition of buildings            Demolition of underground utilities</p>	1	EA	7,500.00
	1	LS	649,400.00
<b>Total</b>			



**Proposal**

2201 Francisco Dr. 140-136  
 El Dorado Hills, Ca. 95762  
 CLSB 1002925  
 DIR1000030292

**Proposal Date:** 3/16/2023  
**Proposal #:** 2023-037

**Project:**

Chavez Kemble New Construction/  
 DEMO

Description	Quantity	UOM	Total
<p>Proposal Assumptions:            Adequate staging areas within 500 lf of work area for all equipment and materials.            Access for minimum 12 foot width and 12 foot height for all equipment            Protection of adjacent facilities            Project to be constructed without sub stacking</p> <p>Exclusions:            SURVEY, Bioswale, PERMITS, HYDROSEED, SECURITY, Sanitary, temp fencing, project phasing, hazardous handling or disposal, CIVIL Plan sheets only, offhaul of spoils or import for others, OVEREXCAVATION or LIME TREATMENT, rock excavation, dewatering, soil mitigation, staking or survey, dust control when not onsite, electrical or plumbing excavation or backfill. Landscaping of any kind, footing excavations or thickened edges, footing aggregates, PCC concrete, slurry seal, cape seal, striping or signage. Any work not shown on civil plan sheets is excluded. Excludes electrical, pump station pumps or systems. Building connections at utility lines.</p>			
			<b>Total</b>





2201 Francisco Dr. 140-136  
 El Dorado Hills, Ca. 95762  
 CLSB 1002925  
 DIR1000030292

# Proposal

**Proposal Date:** 3/16/2023  
**Proposal #:** 2023-037

**Project:**  
 Chavez Kemble New Construction/  
 DEMO

Description	Quantity	UOM	Total
<p>BID IS LUMP SUM FOR ALL ITEMS OF WORK AND IS NOT SPLITTABLE WITHOUT WRITTEN CONSENT. ANY ITEMS NOT SPECIFICALLY INCLUDED ON THIS PROPOSAL ARE EXCLUDED.</p> <p>THE TERMS AND CONDITIONS WITHIN THIS BID PROPOSAL SHALL BE INCORPORATED INTO ANY CONTRACT RESULTING THEREFROM, AND SHALL GOVERN OVER ANY CONFLICTING PROVISIONS IN SAID CONTRACT. IN THE EVENT WE ARE LOW BIDDER A FORMAL CONTRACT SUITABLE TO BOTH PARTIES SHALL BE PREPARED AND FULLY EXECUTED AND NEITHER PARTY SHALL BE BOUND UNTIL THE CONTRACT IS FULLY EXECUTED.</p>			
	<b>Total</b>		<b>\$656,900.00</b>

# SCUSD Chavez-Kemble ES Inc. 1 - Portable Relocation

7495 29th Street, Sacramento, CA 95822, United States of America

Sent proposal: \$19,500

Submitted Mar 17, 2023 at 9:37 AM PDT

**PARC Specialty Contractors**

1400 Vinci Ave, Sacramento, CA 95838, USA

Submitted on behalf of PARC Specialty Contractors by Heidi Raymond

## General Acknowledgments

Bidder acknowledges that Balfour Beatty- Clark/Sullivan, a Joint Venture is dependent on the bids to establish a GMP with the District/Owner and that Balfour Beatty is reasonably relying on the bids. Therefore, bidder promises that it will not withdraw or unilaterally alter its bid for a period of 90 days after the date set for the opening of the bids. Bidder also acknowledges that if it fails to honor any of the promises in its bid then it is foreseeable that Balfour Beatty will be injured, and therefore bidder will be responsible for any resulting damages to Balfour Beatty, including but not limited to covering the difference for Balfour Beatty to proceed with a different subcontractor.

By choosing "yes", the Bidder promises and represents that it can and will comply that they cannot add any exclusions, markups, etc. to the subcontract agreement included in the bid docs under Document 01304 Sample Long Form Subcontract or any other contract document listed in the bid manual.

Are you utilizing any DVBE subcontractors?

Is bidder DVBE certified?

By choosing "yes", the Bidder promises and represents that they have received notification and will comply with Addendums #1 and #2.

By choosing "yes", the Bidder promises and represents that it can and will comply with the Project Labor Agreement (PLA) upon award.

By choosing "yes", the Bidder promises and represents that it can and will comply with the Insurance Requirements for this project upon award.

Is the bidder prequalified with Balfour Beatty Construction, LLC?

By choosing "yes", the Bidder promises and represents that it can and will comply with the Front End and District Documents upon award.

By choosing "yes", the Bidder promises and represents that it can and will comply with the Bid Package in its entirety; Exhibit B, B1, B2 and B3 upon award.

Contractors License number?

732375

License Classification?

C21, C22, C39

DIR Registration number?

1000005967

EMR Rate?

By choosing "yes", the Bidder promises and represents that it can and will comply with this project utilizing LCP Tracker upon award.

By choosing "yes", the Bidder promises and represents that it can and will comply with this project utilizing Textura (cost to subcontractor .22% of contract value, not to exceed \$5,000) upon award.

## Bond Information

Performance and Payment Bond Rate - only if total bid is over \$100,000 (Not to be included with bid price above)

## Certifications

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## SCUSD Chavez-Kemble ES Inc. 1 - Portable Relocation

7495 29th Street, Sacramento, CA 95822, United States of America

---

Do you represent a certified minority business?

### Additional Information

#### Notes

ABATEMENT ONLY

Quote emailed directly to Joe Hucik on 3/16/23 @ 3:43 PM

### Attachments

 PARC Proposal SCUSD Kem... (200 KB)

# PARC Specialty Contractors

1400 Vinci Avenue, Sacramento, California 95838  
Phone (916) 992-5405 Fax (916) 992-6177

---

March 16, 2023

Demo Contractors

Subject: SCUSD Edward Kemble Campus, Kemble-Chavez ES Increment 1, 7495 29th Street, Sacramento, CA 95822

PARC is pleased to submit for your approval the following amount for labor, materials, equipment, waste hauling & disposal, OSHA Asbestos notification, insurance, and taxes to perform the work described below. We have included cost for required training, medical monitoring, and personal air sample testing for our workers. The proposal is based on paying Prevailing Asbestos Removal labor wage rates and performing the work during normal work hours, an 8-Hour shift between the hours of 6 AM to 5 PM, Monday through Friday, holidays excluded. All our work shall be performed in accordance with Federal, State and Local regulations.

The following amount is based on SCUSD DSA Approved Project Manual & Specification dated February 27, 2023; Lionakis Increment 1 DSA 100% CD Drawings dated November 28, 2022; Entek Consulting Group Hazardous Materials Survey Final Report dated September 7, 2022; Balfour Beatty Joe Hucik's Scope Narrative; and Standard Industry Practices. Addendum 1 & 2 are acknowledged.

**Abatement Proposal Amount: \$19,500.00 (Nineteen Thousand Five Hundred Dollars)**  
If Performance & Payment Bonds are required, please add 1.75% to the above amount.

Light, power, and water are required for abatement and reasonable access to services must be available and supplied by the GC at no cost to PARC.

**Containment:**

PARC Set Up; Exterior asbestos work will have a regulated work area created by demarcation of area using delineators, asbestos warning tape & signs.

**Scope of Work:** PARC will remove the entire Metal Roof due to asbestos roofing mastic on Portables 35, 38-40 which are all scheduled to be demolished. PARC will remove all roofing split seam & cap locations found on 6 ridgelines between 35-37, 38-40, 41-42.

**Standard Exclusions:** PARC excludes building, demolition & encroachment permits. We exclude locating, marking, capping, relocation, removal, and safe-off of utilities; civil demolition; clearance inspections & testing by consultant (conflict of interest); concrete x-ray; concrete saw-cutting; concrete removal; fire watch; hard barriers; landscape protection/work; Lay-out; MEP demo; prep for new work; scaffolding; security; shoring; structural demolition; SWPPP; temp fencing; temp lighting; temp power; temp restroom facilities; traffic control; weather protection, and replacement of materials removed.

**PROPOSAL TERMS:** This proposal shall be incorporated into any contract and attached to it as an Exhibit. PARC carries liability, worker's compensation, and auto insurance. Unless otherwise stated, the customer agrees to supply sufficient water and electricity at no cost to PARC. The customer acknowledges that abatement/demolition may require the application of tape and staples to set up and install required containments and agrees PARC will not be held responsible for minor damage, prep for new work, or for re-painting. PARC shall not be responsible for weather protection or for damages resulting from weather. Protection of the facility from vandalism is the responsibility of the General Contractor. **This proposal is subject to change and may be withdrawn if not accepted within 60 days of the above date.** Unless otherwise noted, this is a lump sum proposal, any quantities listed are informational only and not to be used for deductive pricing.

**PAYMENT TERMS:** Cash forthwith for any portion of work commenced and completed in any one calendar month are due and payable within 30 calendar days of receipt of invoice. Balance of contract price including Retention are due and payable within 90 days of completion of contracted work by PARC and receipt of invoice. Unpaid monies shall be subject to a finance charge of 1.5% per month. The customer agrees to compensate PARC for any collection related costs, including reasonable attorney fees, if full payment is not timely made to PARC. The customer agrees that the court of jurisdiction, for any claim, shall be in Sacramento County.

Thank you for your consideration. Please call if you have any questions.

Stuart Webb  
Project Manager  
PARC Specialty Contractors  
[swebb@parcspecialty.com](mailto:swebb@parcspecialty.com)  
Mobile (916) 201-0884

Accepted:

Signature

Date

Printed Name,

Title,

Phone

---

CA License # 732375 B, C21, C22, C39, HAZ • NV License # 0047599  
DIR # 100005967 • DOSH # 661 • Hauler Registration #132075 • EPA #CAR000159665  
Asbestos, Lead & Mold Remediation • Select Demo • 24-hour Emergency Hazardous Material Clean-up

# PARC Specialty Contractors

1400 Vinci Avenue, Sacramento, California 95838  
Phone (916) 992-5405 Fax (916) 992-6177

---

March 16, 2023

Demo Contractors

Subject: SCUSD Edward Kemble Campus, Kemble-Chavez ES Increment 1, 7495 29th Street, Sacramento, CA 95822

PARC is pleased to submit for your approval the following amount for labor, materials, equipment, waste hauling & disposal, OSHA Asbestos notification, insurance, and taxes to perform the work described below. We have included cost for required training, medical monitoring, and personal air sample testing for our workers. The proposal is based on paying Prevailing Asbestos Removal labor wage rates and performing the work during normal work hours, an 8-Hour shift between the hours of 6 AM to 5 PM, Monday through Friday, holidays excluded. All our work shall be performed in accordance with Federal, State and Local regulations.

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**Abatement Proposal Amount: \$19,500.00 (Nineteen Thousand Five Hundred Dollars)**  
If Performance & Payment Bonds are required, please add 1.75% to the above amount.

Light, power, and water are required for abatement and reasonable access to services must be available and supplied by the GC at no cost to PARC.

**Containment:**

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**Scope of Work:** PARC will remove the entire Metal Roof due to asbestos roofing mastic on Portables 35, 38-40 which are all scheduled to be demolished. PARC will remove all roofing split seam & cap locations found on 6 ridgelines between 35-37, 38-40, 41-42.

**Standard Exclusions:** PARC excludes building, demolition & encroachment permits. We exclude locating, marking, capping, relocation, removal, and safe-off of utilities; civil demolition; clearance inspections & testing by consultant (conflict of interest); concrete x-ray; concrete saw-cutting; concrete removal; fire watch; hard barriers; landscape protection/work; Lay-out; MEP demo; prep for new work; scaffolding; security; shoring; structural demolition; SWPPP; temp fencing; temp lighting; temp power; temp restroom facilities; traffic control; weather protection, and replacement of materials removed.

**PROPOSAL TERMS:** This proposal shall be incorporated into any contract and attached to it as an Exhibit. PARC carries liability, worker's compensation, and auto insurance. Unless otherwise stated, the customer agrees to supply sufficient water and electricity at no cost to PARC. The customer acknowledges that abatement/demolition may require the application of tape and staples to set up and install required containments and agrees PARC will not be held responsible for minor damage, prep for new work, or for re-painting. PARC shall not be responsible for weather protection or for damages resulting from weather. Protection of the facility from vandalism is the responsibility of the General Contractor. **This proposal is subject to change and may be withdrawn if not accepted within 60 days of the above date.** Unless otherwise noted, this is a lump sum proposal, any quantities listed are informational only and not to be used for deductive pricing.

**PAYMENT TERMS:** Cash forthwith for any portion of work commenced and completed in any one calendar month are due and payable within 30 calendar days of receipt of invoice. Balance of contract price including Retention are due and payable within 90 days of completion of contracted work by PARC and receipt of invoice. Unpaid monies shall be subject to a finance charge of 1.5% per month. The customer agrees to compensate PARC for any collection related costs, including reasonable attorney fees, if full payment is not timely made to PARC. The customer agrees that the court of jurisdiction, for any claim, shall be in Sacramento County.

Thank you for your consideration. Please call if you have any questions.

Stuart Webb  
Project Manager  
PARC Specialty Contractors  
[swebb@parcspecialty.com](mailto:swebb@parcspecialty.com)  
Mobile (916) 201-0884

Accepted:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name,

\_\_\_\_\_  
Title,

\_\_\_\_\_  
Phone

---

CA License # 732375 B, C21, C22, C39, HAZ • NV License # 0047599  
DIR # 100005967 • DOSH # 661 • Hauler Registration #132075 • EPA #CAR000159665  
Asbestos, Lead & Mold Remediation • Select Demo • 24-hour Emergency Hazardous Material Clean-up

**Lee, Jeffrey**

---

**From:** Hucik, Joe  
**Sent:** Thursday, March 16, 2023 10:56 PM  
**To:** Lee, Jeffrey; Raymond, Heidi  
**Subject:** Fwd: ACM - SCUSD Chavez-Kemble Campus per Entek Report  
**Attachments:** PARC Proposal SCUSD Kemble-Chavez Portable Roof Demo.pdf

Jeff, Heidi - please see attached proposal from an abatement Sub to be carried on the demolition package with all bidders.

Would prefer all demo bidders to add this to their number and carry direct. Please track eventually adding this to all bidders' contract amounts after discussing with them at interviews next week.

Thanks

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**From:** Stuart Webb <swebb@parcspecialty.com>  
**Sent:** Thursday, March 16, 2023 3:43:48 PM  
**To:** Hucik, Joe <JHucik@Balfourbeattyus.com>  
**Subject:** RE: ACM - SCUSD Chavez-Kemble Campus per Entek Report

External Email

Here you go Joe, It was great to hear from you.

Thank you,  
**Stuart Webb**  
Project Manager/Estimator



**Office Line** 916.992.5405 | **Cell** 916.201.0884  
**Fax Line** 916.992.6177 | [swebb@parcspecialty.com](mailto:swebb@parcspecialty.com)  
1400 Vinci Ave., Sacramento, CA 95838

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---

**From:** Hucik, Joe <JHucik@Balfourbeattyus.com>  
**Sent:** Thursday, March 16, 2023 2:52 PM  
**To:** Stuart Webb <swebb@parcspecialty.com>  
**Subject:** ACM - SCUSD Chavez-Kemble Campus per Entek Report

Stuart –

Nice catching up with you, the buildings in question are referenced on the attached Haz Mat Survey. More specifically on the sampling map on page 110 of 146 that shows classrooms 35, 36, 37, 38, 39, 40, 41, and 42.

The sample ranges appear to range from 289A(-) to 337.5A(-), pages 58 to 66. Primarily none of the samples detected asbestos greater than 1% from my interpretation, however the few samples show up as having <1 Chrysotile at roof.

307A

Gray metal roof mastic ,  
portable 36

<1 CHRYSOTILE

Opaques  
Polyethylene

In speaking with Entek who prepared this report, they recommend just for the metal roofing material and mastic to dispose of material as non-hazardous asbestos waste. Any roofing split seam locations would need to be treated onsite. The rest of the material to be disposed of as general construction. No lead abatement would be required for these portables 35-42 per my conversation w/ Entek and attached sampling report. So 4 roofs and 6 ridgelines it appears in total.

Thanks!

**Joe Hucik, Assoc. DBIA**

Senior Project Manager | Balfour Beatty

O: (916) 760-0805 | C: (916) 220-9391

E: [jhucik@balfourbeattyus.com](mailto:jhucik@balfourbeattyus.com) | [www.balfourbeattyus.com](http://www.balfourbeattyus.com)

**Balfour Beatty**

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## SCUSD Chavez-Kemble ES Inc. 1 - Portable Relocation

7495 29th Street, Sacramento, CA 95822, United States of America

Sent proposal: \$59,000

Submitted Mar 16, 2023 at 11:38 AM PDT

JM Environmental, Inc.

213 Kenroy Lane, Roseville, CA 95678 US

Tonja Moore | Vice President | +1916-773-2740 | tmoore@jmenv.com



### General Acknowledgments

<p>Bidder acknowledges that Balfour Beatty- Clark/Sullivan, a Joint Venture is dependent on the bids to establish a GMP with the District/Owner and that Balfour Beatty is reasonably relying on the bids. Therefore, bidder promises that it will not withdraw or unilaterally alter its bid for a period of 90 days after the date set for the opening of the bids. Bidder also acknowledges that if it fails to honor any of the promises in its bid then it is foreseeable that Balfour Beatty will be injured, and therefore bidder will be responsible for any resulting damages to Balfour Beatty, including but not limited to covering the difference for Balfour Beatty to proceed with a different subcontractor.</p>	<p>Yes</p>
<p>By choosing "yes", the Bidder promises and represents that it can and will comply that they cannot add any exclusions, markups, etc. to the subcontract agreement included in the bid docs under Document 01304 Sample Long Form Subcontract or any other contract document listed in the bid manual.</p>	<p>Yes</p>
<p>Are you utilizing any DVBE subcontractors?</p>	<p>No</p>
<p>Is bidder DVBE certified?</p>	<p>No</p>
<p>By choosing "yes", the Bidder promises and represents that they have received notification and will comply with Addendums #1 and #2.</p>	<p>Yes</p>
<p>By choosing "yes", the Bidder promises and represents that it can and will comply with the Project Labor Agreement (PLA) upon award.</p>	<p>Yes</p>
<p>By choosing "yes", the Bidder promises and represents that it can and will comply with the Insurance Requirements for this project upon award.</p>	<p>Yes</p>
<p>Is the bidder prequalified with Balfour Beatty Construction, LLC?</p>	<p>Yes</p>
<p>By choosing "yes", the Bidder promises and represents that it can and will comply with the Front End and District Documents upon award.</p>	<p>Yes</p>
<p>By choosing "yes", the Bidder promises and represents that it can and will comply with the Bid Package in its entirety; Exhibit B, B1, B2 and B3 upon award.</p>	<p>Yes</p>
<p>Contractors License number?</p>	<p>693564</p>
<p>License Classification?</p>	<p>A,B,C-21,C-22, ASB, HAZ</p>
<p>DIR Registration number?</p>	<p>1000002409</p>
<p>EMR Rate?</p>	<p>.68</p>
<p>By choosing "yes", the Bidder promises and represents that it can and will comply with this project utilizing LCP Tracker upon award.</p>	<p>Yes</p>



---

## SCUSD Chavez-Kemble ES Inc. 1 - Portable Relocation

7495 29th Street, Sacramento, CA 95822, United States of America

---

By choosing "yes", the Bidder promises and represents that it can and will comply with this project utilizing Textura (cost to subcontractor .22% of contract value, not to exceed \$5,000) upon award. Yes

### Bond Information

Performance and Payment Bond Rate - only if total bid is over \$100,000 (Not to be included with bid price above) 2.50 %

### Certifications

Do you represent a certified minority business? No

### Additional Information

#### Notes

Good Afternoon,  
We appreciate the opportunity to submit the attached proposal for the SCUSD Chavez-Kemble Elementary School project. We're bidding on the Asbestos Abatement Roofing Mastic scope of work.

If you have any questions regarding this proposal, you can reach the Project Manager, John Moore, directly at 916-802-8035.

Thank you,  
Tonja Moore, Vice President  
JM Environmental, Inc.  
916-726-0304  
www.jmenv.com

### Attachments

 Chavez-Kemble ES Bid Prop... (99 KB)



JM Environmental, Inc.  
Lic. #693564 DOSH #578

**SCUSD Chavez-Kemble ES  
Asbestos Abatement  
Roof Mastic**

# Proposal

Date	Proposal #
3/15/2023	E27988

<b>To:</b>
<b>Clark &amp; Sullivan Construction</b> <b>Joel Mitchell</b> 1340 Blue Oaks Blvd., Suite 150 Roseville, CA 95678 916-338-7707 Office, 916-521-3755 Cell

<b>Job Site:</b>
<b>S.C.U.S.D.</b> <b>Chavez-Kemble Elementary School</b> 7495 29th Street Sacramento, CA 95822

Claim #/P.O. #	Terms	PM	Loss	Project
N/A	Net 30	A	Demolition	Asbestos Abatement

Scope of Work:	Total
<p>Remove and dispose of identified asbestos containing building materials (roofing penetration mastic) in preparation for portable relocation and demolition, tasks as follows:</p> <p><b>WORK AREAS: Portable Roofs x 8 north elevation</b></p> <p>1.) Mobilize manpower and equipment to complete the project in a professional and timely manner complying with all local, state and federal regulations adhering to OSHA, EPA and Air Quality Management District guidelines.</p> <p>2.) Supply personal protective equipment (respirators, suits, goggles, gloves, etc.) for cross trained and certified employees throughout duration of project.</p> <p>3.) Install critical barriers/engineering controls to isolate work areas: barriers, cones, caution tape, signage, ground drops, etc.</p> <p><b>ASBESTOS ABATEMENT:</b></p> <p>4.) JM Environmental, Inc. technicians to remove/abate asbestos containing roofing penetration mastic preparing work area for separation, relocation and demolition.</p> <p>5.) Package all waste in 6 mil poly bags prior to leaving work area.</p> <p>6.) HEPA vac and wet wipe to decontaminate all vertical and horizontal surfaces throughout work areas.</p>	

By signing this proposal, customer acknowledges and agrees that he/she: (1) is entering into an agreement with JM Environmental, Inc. in accordance with this proposal; and (2) has read and is agreeing to be bound by the general terms and conditions provided herewith.	<b>Total</b>
---	--------------

Proposal accepted by:	Date:
-----------------------	-------



JM Environmental, Inc.  
Lic. #693564 DOSH #578

SCUSD Chavez-Kemble ES  
Asbestos Abatement  
Roof Mastic

# Proposal

Date	Proposal #
3/15/2023	E27988

**To:**

Clark & Sullivan Construction  
Joel Mitchell  
1340 Blue Oaks Blvd., Suite 150  
Roseville, CA 95678  
916-338-7707 Office, 916-521-3755 Cell

**Job Site:**

S.C.U.S.D.  
Chavez-Kemble Elementary School  
7495 29th Street  
Sacramento, CA 95822

Claim #/P.O. #	Terms	PM	Loss	Project
N/A	Net 30	A	Demolition	Asbestos Abatement

Scope of Work:	Total
<p>7.) Apply sprayed encapsulant to all abated surfaces throughout work areas.</p> <p>8.) Load, transport and dispose of all generated debris to an accredited waste facility including waste profiling and manifesting as applicable, adhering to EPA and DOT regulations.</p> <p>9.) Third party visual clearance to be coordinated by JM Environmental, Inc, and performed by others. Third party to bill customer directly. Clearance fees not included within this proposal.</p> <p>10.) JM Environmental, Inc. to provide good housekeeping practices throughout project, keep site free of trash, debris, etc.</p> <p>11.) JM Environmental, Inc. shall not be responsible for damages due to necessary abatement procedures. JM Environmental, Inc. shall make all reasonable effort to prevent such damage.</p> <p>12.) All work done in accordance with applicable Local, State, and Federal Regulations.</p> <p>13.) Repair or replacement of impacted structural, architectural, mechanical, or electrical items is excluded.</p> <p>14.) Proposal includes all applicable fees, OSHA notifications, labor, supplies, etc. necessary to complete this project.</p> <p>15.) JM Environmental, Inc. DIR#1000002409.</p>	
<p>By signing this proposal, customer acknowledges and agrees that he/she: (1) is entering into an agreement with JM Environmental, Inc. in accordance with this proposal; and (2) has read and is agreeing to be bound by the general terms and conditions provided herewith.</p>	<b>Total</b>

Proposal accepted by: \_\_\_\_\_ Date: \_\_\_\_\_



JM Environmental, Inc.  
Lic. #693564 DOSH #578

**SCUSD Chavez-Kemble ES  
Asbestos Abatement  
Roof Mastic**

# Proposal

Date	Proposal #
3/15/2023	E27988

<b>To:</b>
<b>Clark &amp; Sullivan Construction</b> Joel Mitchell 1340 Blue Oaks Blvd., Suite 150 Roseville, CA 95678 916-338-7707 Office, 916-521-3755 Cell

<b>Job Site:</b>
<b>S.C.U.S.D.</b> Chavez-Kemble Elementary School 7495 29th Street Sacramento, CA 95822

Claim #/P.O. #	Terms	PM	Loss	Project
N/A	Net 30	A	Demolition	Asbestos Abatement

Scope of Work:	Total
16.) JM Environmental, Inc. to comply with PLA and roofers union criteria.  17.) Note: This is a prevailing wage project to be accompanied by certified payroll.  18.) JM Environmental, Inc. is licensed and insured for this project as follows: (A-General Engineering), (B-General Building), (C21-Demolition), (C22-Selective Demolition), (ASB-Asbestos), (HAZ-Hazardous Materials). Contractor's License Number: 693564.  19.) Proposal includes General Liability Insurance (coverage up to \$5,000,000.00), Workman's Compensation Insurance, Auto Insurance, mobilization, demobilization, equipment decontamination fees, equipment wear and tear, warehousing, and administration fees.  20.) JM Environmental, Inc. acknowledges addendum 1 & 2.	59,000.00

By signing this proposal, customer acknowledges and agrees that he/she: (1) is entering into an agreement with JM Environmental, Inc. in accordance with this proposal; and (2) has read and is agreeing to be bound by the general terms and conditions provided herewith.	<b>Total</b> <b>\$59,000.00</b>
--	---------------------------------

Proposal accepted by:	Date:
-----------------------	-------

## Raymond, Heidi

---

**From:** Hucik, Joe  
**Sent:** Thursday, March 16, 2023 1:56 PM  
**To:** Lee, Jeffrey; Raymond, Heidi  
**Subject:** FW: Kemble Chavez  
**Attachments:** Kemble Chavez.pdf

**Follow Up Flag:** Follow up  
**Flag Status:** Completed

Jeff / Heidi – please upload Als Land Clearings proposal to the Demo Bid Package. Leave blank the info other than price we'd need them to fill out. We can update in post bid interview.

Thanks,

### Joe Hucik, Assoc. DBIA

Senior Project Manager | Balfour Beatty  
O: (916) 760-0805 | C: (916) 220-9391  
E: [jhucik@balfourbeattyus.com](mailto:jhucik@balfourbeattyus.com) | [www.balfourbeattyus.com](http://www.balfourbeattyus.com)

### Balfour Beatty

---

**From:** Hucik, Joe  
**Sent:** Thursday, March 16, 2023 12:59 PM  
**To:** Chad Randall <[chad@alslandclearing.com](mailto:chad@alslandclearing.com)>; Mike Santos <[mike@alslandclearing.com](mailto:mike@alslandclearing.com)>  
**Subject:** RE: Kemble Chavez

Chad / Mike – please upload to Building Connected as well. We are requesting everything to be formally uploaded by 2pm this afternoon.

Thank you,

### Joe Hucik, Assoc. DBIA

Senior Project Manager | Balfour Beatty  
O: (916) 760-0805 | C: (916) 220-9391  
E: [jhucik@balfourbeattyus.com](mailto:jhucik@balfourbeattyus.com) | [www.balfourbeattyus.com](http://www.balfourbeattyus.com)

### Balfour Beatty

---

**From:** Chad Randall <[chad@alslandclearing.com](mailto:chad@alslandclearing.com)>  
**Sent:** Wednesday, March 15, 2023 12:06 PM  
**To:** Hucik, Joe <[JHucik@Balfourbeattyus.com](mailto:JHucik@Balfourbeattyus.com)>  
**Cc:** Mike Santos <[mike@alslandclearing.com](mailto:mike@alslandclearing.com)>  
**Subject:** Kemble Chavez

External Email

Hi Joe,

Please see attached quote for the work at Kemble Chavez. Let me know if you have any questions.

Thanks!

Chad

Al's Land Clearing, Inc.  
Mobile 916-458-1475  
Office 916-482-2161  
Fax 916-482-4168

[Visit our Facebook Page!](#)

[chad@alslandclearing.com](mailto:chad@alslandclearing.com)





Proposal

Date

Wednesday, March 15, 2023



3001 Arden Way, Suite D  
Sacramento, CA 95825

Office  
Fax

(916) 482-2161  
(916) 482-4168

Job: Kemble Chavez  
Contact: Joe - Hucik

Description of Work	Qty	Unit	Price	Amount
<b>Site and Building Demolition</b> Demolish and remove the following buildings: Multi,RR,RR2,C14,C15,C35,C38-C40 Includes SMAQMD notification for demolition only Remove site concrete and AC Remove trees, stumps and brush Remove steps, walls, fencing, gates and associated footings Remove bollards, rails, flag pole, BB poles, tether poles and associated footings	1	LS	172,000.00	172,000.00
<b>Specific Clarifications</b> 1 Mobilization included Underground utility removal has not been included Grass and weed removal has not been included Utilities must be disconnected and verified before start of work Building separation has been excluded. This will need to be done by others. Hazardous material abatement has been excluded No irrigation repair or capping has been included Backfill has not been included, which includes post foundation backfill Utility disconnects have not been included AC evacuation has been included Base rock removal has not been included Sawcutting and/or layout excluded Use of a water source, permit and meter must be provided for our use Will adhere to skilled and trained requirements of LLB project				
<b>Total</b>				<b>\$ 172,000.00</b>

Standard Exclusions: SWPPP  
Traffic Control  
  
Haz-Mat  
Asbestos & Lead  
Wells

Septic Tanks  
Permits and Fees  
Potholing  
Subsurface Debris  
Sawcutting & Layout  
Survey and Marking

For questions on estimate:

916-458-1475  
chad@alslandclearing.com

# SCUSD Chavez-Kemble ES Inc. 1 - Portable Relocation

7495 29th Street, Sacramento, CA 95822, United States of America

Sent proposal revision #2: \$172,000

Submitted Mar 17, 2023 at 9:27 AM PDT

**Als Land Clearing**

3001 Arden Way, Sacramento, CA 95825 US

Submitted on behalf of Als Land Clearing by Heidi Raymond

## General Acknowledgments

Bidder acknowledges that Balfour Beatty- Clark/Sullivan, a Joint Venture is dependent on the bids to establish a GMP with the District/Owner and that Balfour Beatty is reasonably relying on the bids. Therefore, bidder promises that it will not withdraw or unilaterally alter its bid for a period of 90 days after the date set for the opening of the bids. Bidder also acknowledges that if it fails to honor any of the promises in its bid then it is foreseeable that Balfour Beatty will be injured, and therefore bidder will be responsible for any resulting damages to Balfour Beatty, including but not limited to covering the difference for Balfour Beatty to proceed with a different subcontractor.

By choosing "yes", the Bidder promises and represents that it can and will comply that they cannot add any exclusions, markups, etc. to the subcontract agreement included in the bid docs under Document 01304 Sample Long Form Subcontract or any other contract document listed in the bid manual.

Are you utilizing any DVBE subcontractors?

Is bidder DVBE certified?

By choosing "yes", the Bidder promises and represents that they have received notification and will comply with Addendums #1 and #2.

By choosing "yes", the Bidder promises and represents that it can and will comply with the Project Labor Agreement (PLA) upon award.

By choosing "yes", the Bidder promises and represents that it can and will comply with the Insurance Requirements for this project upon award.

Is the bidder prequalified with Balfour Beatty Construction, LLC?

By choosing "yes", the Bidder promises and represents that it can and will comply with the Front End and District Documents upon award.

By choosing "yes", the Bidder promises and represents that it can and will comply with the Bid Package in its entirety; Exhibit B, B1, B2 and B3 upon award.

Contractors License number?

641421

License Classification?

A, C21, D49

DIR Registration number?

1000005360

EMR Rate?

By choosing "yes", the Bidder promises and represents that it can and will comply with this project utilizing LCP Tracker upon award.

By choosing "yes", the Bidder promises and represents that it can and will comply with this project utilizing Textura (cost to subcontractor .22% of contract value, not to exceed \$5,000) upon award.

## Bond Information

Performance and Payment Bond Rate - only if total bid is over \$100,000 (Not to be included with bid price above)

## Certifications



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## SCUSD Chavez-Kemble ES Inc. 1 - Portable Relocation

7495 29th Street, Sacramento, CA 95822, United States of America

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Do you represent a certified minority business?

### Additional Information

#### Notes

The quote was emailed directly to Joe Hucik on 3/15/2023 @ 12:06PM

### Attachments

 Al's Land Clearing.pdf (50 KB)

10%		\$7,288	Included		Included
ure Testing		-\$862	Included		Included
ate Prep	Included		Included		Included
Is at Doorways		\$9,600		\$9,600	
rsition Strips	Included		Included		Included
imming and Floating at 2,856 SF	SEE ALLOWANCES			\$8,257	
		\$3,809		\$2,350	

**CKNOWLEDGMENTS**

wedges that Balfour Beatty- ), a Joint Venture is dependent on establish a GMP with the r and that Balfour Beatty is lying on the bids. Therefore, bidder : it will not withdraw or unilaterally r a period of 90 days after the date ening of the bids. Bidder also s that if it fails to honor any of the s bid then it is foreseeable that y will be injured, and therefore responsible for any resulting Balfour Beatty, including but not ering the difference for Balfour ceed with a different subcontractor.		YES	YES	YES
"yes", the Bidder promises and at it can and will comply that they ny exclusions, markups, etc. to the greement included in the bid docs ent 01304 Sample Long Form r any other contract document listed tual.		YES	NO	YES
ng any DVBE subcontractors?		NO	NO	NO
3E certified?		NO	NO	NO
'yes", the Bidder promises and at they have received notification ly with Addendums #1 and #2.		YES	YES	YES
'yes", the Bidder promises and at it can and will comply with the Agreement (PLA) upon award.		YES	YES	YES
'yes", the Bidder promises and at it can and will comply with the uirements for this project upon		YES	YES	YES
prequalified with Balfour Beatty LLC?		YES	YES	NO
'yes", the Bidder promises and at it can and will comply with the d District Documents upon award.		YES	YES	YES
'yes", the Bidder promises and at it can and will comply with the Bid s entirety; Exhibit B, B1, B2 and B3		YES	NO	YES
icense number?	381718		229210	813425
sification?	C-15		C-15	C-15
ion number?	1000003325		1000002989	1000003729
	.81		58%	2021 = .79 2022=1.16
'yes", the Bidder promises and at it can and will comply with this g LCP Tracker upon award.		YES	YES	YES
'yes", the Bidder promises and at it can and will comply with this g Textura (cost to subcontractor act value, not to exceed \$5,000)		YES	YES	YES

**RMATION**

and Payment Bond Rate - only if er \$100,000 (Not to be included with ve)		2.50%		.01%
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**IONS**

sent a certified minority business?		NO	NO	YES
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951 Linden Avenue  
 South San Francisco, CA 94080-1753  
 Phone [650] 871.5194 Fax [650] 875.1048

**PROPOSAL**  
 starnet  
 worldwide member

Proposal Number \_\_\_\_\_ Date: 3/14/23

MITTED TO:  
 Balfour Beatty  
 Bid Due: 3.16.2023  
 Joe Hucik

SCUSD Chavez-Kemble Portable Classrooms  
 7495 29th St.  
 Sacramento, CA

PROPOSAL VALID FOR 30 DAYS FROM THIS DATE  
 Addenda:

te: \_\_\_\_\_ Fax: \_\_\_\_\_ Date of Plans: 2.27.2023

Furnish and Install per plans and Specs:		Date of Plans: 2.27.2023		QTY	Unit	Sell	Total
1-1	Milliken "Journal Line By Line" glue down w/ PVC WellBac Comfort Cushion 19.7" x 19.7"	2012	SY			43.02	86,557.00
3F	Basis-of-Design: Forbo Marmoleum Concrete Color TBD (\$30/SY Material Allowance)	124	SY			72.95	9,046.00
3-1	TBD Coved 4" Rubber Wall Base Roll	3240	LF			3.14	10,174.00
3-1	TBD Transition Strip CPT to LSF	272	LF			9.64	2,623.00
3-1	Moisture Test	1	EA			691.01	692.00
	Floor Prep Allowance (24 Hrs + Materials)	1	EA			3,981.62	3,982.00
	Cartage & Clean-Up	1	EA			1,763.62	1,764.00
	CA Carpet Stewardship Assessment	2012	SY			0.50	1,006.00
	Assumes standard color combinations for Journal CPT line; IF CUSTOM, upcharge will occur for material						
	Exclude Abnormal Floor Prep - Grinding, Leveling, Sanding, Scraping; Excludes any underlayment						
	Demo By Others Including Old Adhesive; Excludes Subfloor Repairs						
	Exclude Preformed Corners						
	Excludes OT or Schedule expediting; Excludes Janitorial						
	Door Sattle Threshold at Classroom Entrances By Others						
	Alternate: Add CPT in Classrooms 36,37,41 & 42	ADD		20,314.00			
*Alt	Add - Carpet Tiles in Classrooms 36, 37, 41 and 42		426		SY		
3-1	Add - Rubber Base in Classrooms 36, 37, 41 and 42		480		LF		
	Attick Stock - 10%	ADD		7,288.00			
1-1	Milliken "Journal Line By Line" glue down w/ PVC WellBac Comfort Cushion 19.7" x 19.7"		200		SY		
3F	Basis-of-Design: Forbo Marmoleum Concrete		13		SY		
	Add- Provide Ram Board (or similar) Protection	<del>ADD</del>	<del>2,549.00</del>	<del>22655</del>	<del>3F</del>		
	Add- 1/4" Underlayment Throughout (Recommended for Long Term Use in portables if needed) - Worst Case Scenario	ADD	107,190.00	22855	SF		
	Add- Uzin Floor Skimming and Floating (Primer, Prep and Skim Throughout; Risk with use long term for portables) - Worst Case Scenario	ADD	66,051.00	22855	SF		
	Add- Schedule Expediting (Running 1 additional crew at night for 1 week total)	ADD	38,364.00				

Not selected given short term use of portables by District prior to relocation at end of project

Carrying Allowance for 2,856 SF of Uzin Floor Skimming at removed subgrade for nailing plates in the amount of \$8,257.

Not carried in GMP, assuming work crew can handle during schedule per post bid interview

Contract Total: **\$116,034.00**

One Hundred Sixteen Thousand Thirty Four Dollars and No Cents

proposal inclusions and exclusions  
 proposal includes sales tax, job stocking, 2+ hour of floor preparation, regular business hours installation  
 Four (4) year installation warranty  
 proposal excludes night and weekend work, moving furniture and fixtures, demolition, vacuuming, shining/waxing, moisture tests, moisture protection, heating/lighting and protective coverings  
 additional floor preparation will be billed at \$165.00 per man hour plus materials.  
payment terms:  
 customer will be responsible for any cost or fees incurred in the collection of any past due invoices, including attorney fees and that past due invoices are subject to a 1.5% per month finance charge.

QUOTES ARE SUBJECT TO CREDIT APPROVAL

ACCEPTANCE OF PROPOSAL: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above

ACCEPTED BY: \_\_\_\_\_  
 Date: \_\_\_\_\_

*Adam Zinn*

Adam@hoemassociates.com



951 Linden Avenue  
 South San Francisco, CA 94080-1753  
 Phone [650] 871.5194 Fax [650] 875.1048

# PROPOSAL



Proposal Number  

**MITTED TO:**

Date: 3/14/23

Balfour Beatty  
 Bid Due: 3.16.2023  
 Joe Hucik

SCUSD Chavez-Kemble Portable Classrooms  
 7495 29th St.  
 Sacramento, CA

ic:  
 ne: Fax:

PROPOSAL VALID FOR 30 DAYS FROM THIS DATE  
 Addenda:

Furnish and Install per plans and Specs:

Date of Plans: 2.27.2023

Code	Product	QTY	Unit	Sell	Total
PT-1	Milliken "Journal Line By Line" glue down w/ PVC WellBac Comfort Cushion 19.7" x 19.7"	2012	SY	43.02	86,557.00
/SF	Basis-of-Design: Forbo Marmoleum Concrete Color TBD (\$30/SY Material Allowance)	124	SY	72.95	9,046.00
B-1	TBD Coved 4" Rubber Wall Base Roll	3240	LF	3.14	10,174.00
Installation	TBD Transition Strip CPT to LSF	272	LF	9.64	2,623.00
	Moisture Test	1	EA	881.81	882.00
	Floor Prep Allowance (24 Hrs + Materials)	1	EA	3,981.62	3,982.00
	Cartage & Clean-Up	1	EA	1,763.62	1,764.00
	CA Carpet Stewardship Assessment	2012	SY	0.50	1,006.00
	Assumes standard color combinations for Journal CPT line; IF CUSTOM, upcharge will occur for material				
	Exclude Abnormal Floor Prep - Grinding, Leveling, Sanding, Scraping; Excludes any underlayment				
	Demo By Others Including Old Adhesive; Excludes Subfloor Repairs				
	Exclude Preformed Corners				
	Excludes OT or Schedule expediting; Excludes Janitorial				
	Door Sattle Threshold at Classroom Entrances By Others				
	<b>Alternate: Add CPT in Classrooms 36,37,41 &amp; 42</b>				
T Alt	Add - Carpet Tiles in Classrooms 36, 37, 41 and 42				<b>ADD 20,314.00</b>
B-1	Add - Rubber Base in Classrooms 36, 37, 41 and 42	426	SY		
		480	LF		
	<b>Attick Stock - 10%</b>				<b>ADD 7,288.00</b>
PT-1	Milliken "Journal Line By Line" glue down w/ PVC WellBac Comfort Cushion 19.7" x 19.7"	200	SY		
/SF	Basis-of-Design: Forbo Marmoleum Concrete	13	SY		
	<b>Add- Provide Ram Board (or similar) Protection</b>				<b>ADD 7,543.00</b>
		22855	SF		

**Contract Total: \$116,034.00**

**One Hundred Sixteen Thousand Thirty Four Dollars and No Cents**

**Proposal inclusions and exclusions**

Proposal includes sales tax, job stocking, 24 hour of floor preparation, regular business hours installation and our 1 year installation warranty.

Proposal excludes night and weekend work, moving furniture and fixtures, demolition, vacuuming, waxing/waxing, moisture tests, moisture protection, heating/lighting and protective coverings.

Additional floor preparation will be billed at \$165.00 per man hour plus materials.

**Payment terms:**

Customer will be responsible for any cost or fees incurred in the collection of any past due invoices, including attorney fees and that past due invoices are subject to a 1.5% per month finance charge.

**ALL QUOTES ARE SUBJECT TO CREDIT APPROVAL**

ACCEPTANCE OF PROPOSAL. The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above

ACCEPTED BY: \_\_\_\_\_

Date: \_\_\_\_\_

*Adam Zuan*

Adam@hoemassociates.com

## SCUSD Chavez-Kemble ES Inc. 1 - Portable Relocation

7495 29th Street, Sacramento, CA 95822, United States of America

Sent proposal: \$116,034

Submitted Mar 16, 2023 at 9:32 AM PDT

**Hoem & Associates**

951 Linden Ave, South San Francisco, CA 94080, USA

Adam Zuur | Principal | +1 415-695-4862 | +1 415-695-4862 | adam@hoemassociates.com



### General Acknowledgments

<p>Bidder acknowledges that Balfour Beatty- Clark/Sullivan, a Joint Venture is dependent on the bids to establish a GMP with the District/Owner and that Balfour Beatty is reasonably relying on the bids. Therefore, bidder promises that it will not withdraw or unilaterally alter its bid for a period of 90 days after the date set for the opening of the bids. Bidder also acknowledges that if it fails to honor any of the promises in its bid then it is foreseeable that Balfour Beatty will be injured, and therefore bidder will be responsible for any resulting damages to Balfour Beatty, including but not limited to covering the difference for Balfour Beatty to proceed with a different subcontractor.</p>	<p>Yes</p>
<p>By choosing "yes", the Bidder promises and represents that it can and will comply that they cannot add any exclusions, markups, etc. to the subcontract agreement included in the bid docs under Document 01304 Sample Long Form Subcontract or any other contract document listed in the bid manual.</p>	<p>Yes</p>
<p>Are you utilizing any DVBE subcontractors?</p>	<p>No</p>
<p>Is bidder DVBE certified?</p>	<p>No</p>
<p>By choosing "yes", the Bidder promises and represents that they have received notification and will comply with Addendums #1 and #2.</p>	<p>Yes</p>
<p>By choosing "yes", the Bidder promises and represents that it can and will comply with the Project Labor Agreement (PLA) upon award.</p>	<p>Yes</p>
<p>By choosing "yes", the Bidder promises and represents that it can and will comply with the Insurance Requirements for this project upon award.</p>	<p>Yes</p>
<p>Is the bidder prequalified with Balfour Beatty Construction, LLC?</p>	<p>Yes</p>
<p>By choosing "yes", the Bidder promises and represents that it can and will comply with the Front End and District Documents upon award.</p>	<p>Yes</p>
<p>By choosing "yes", the Bidder promises and represents that it can and will comply with the Bid Package in its entirety; Exhibit B, B1, B2 and B3 upon award.</p>	<p>Yes</p>
<p>Contractors License number?</p>	<p>381718</p>
<p>License Classification?</p>	<p>C-15</p>
<p>DIR Registration number?</p>	<p>1000003325</p>
<p>EMR Rate?</p>	<p>.81</p>
<p>By choosing "yes", the Bidder promises and represents that it can and will comply with this project utilizing LCP Tracker upon award.</p>	<p>Yes</p>

---

## SCUSD Chavez-Kemble ES Inc. 1 - Portable Relocation

7495 29th Street, Sacramento, CA 95822, United States of America

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By choosing "yes", the Bidder promises and represents that it can and will comply with this project utilizing Textura (cost to subcontractor .22% of contract value, not to exceed \$5,000) upon award.

Yes

### Bond Information

Performance and Payment Bond Rate - only if total bid is over \$100,000 (Not to be included with bid price above)

2.50 %

### Certifications

Do you represent a certified minority business?





No

### Additional Information

#### Notes

Thanks for the opportunity and please let me know if you have any questions. Thanks!

### Attachments

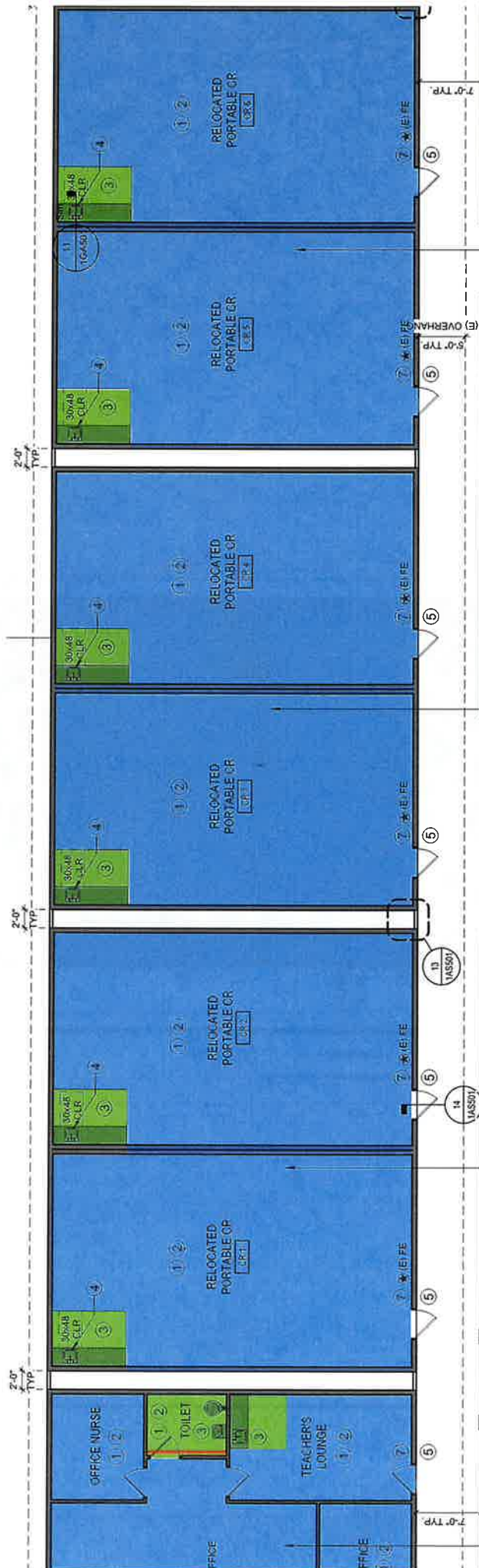
-  BalfourBeatty - Clark Sulliva... (406 KB)
-  SCUSD Chavez-Kemble Por... (1.1 MB)
-  SCUSD Chavez-Kemble Por... (883 KB)
-  SCUSD Chavez-Kemble Por... (1.1 MB)



concrete

concrete

2 3 4





concrete



Bid Proposal: Flooring

Printed on Apr 2, 2023 at 7:56 PM PDT

SCUSD Chavez-Kemble ES Inc. 1 - Portable Relocation

7495 29th Street, Sacramento, CA 95822, United States of America

Sent proposal: \$189,577

Submitted Mar 16, 2023 at 1:39 PM PDT

B. T. Mancini Co., Inc.

8571 23rd Avenue, Sacramento, CA 95826, USA

Kurt Alameda | Sales Consultant - Estimator | +1 916-381-3660 | +1 916-601-7434 | kurt.alameda@btmancini.com



General Acknowledgments

Bidder acknowledges that Balfour Beatty- Clark/Sullivan, a Joint Venture is dependent on the bids to establish a GMP with the District/Owner and that Balfour Beatty is reasonably relying on the bids. Therefore, bidder promises that it will not withdraw or unilaterally alter its bid for a period of 90 days after the date set for the opening of the bids. Bidder also acknowledges that if it fails to honor any of the promises in its bid then it is foreseeable that Balfour Beatty will be injured, and therefore bidder will be responsible for any resulting damages to Balfour Beatty, including but not limited to covering the difference for Balfour Beatty to proceed with a different subcontractor. Yes

By choosing "yes", the Bidder promises and represents that it can and will comply that they cannot add any exclusions, markups, etc. to the subcontract agreement included in the bid docs under Document 01304 Sample Long Form Subcontract or any other contract document listed in the bid manual. No

Are you utilizing any DVBE subcontractors?

Is bidder DVBE certified? No

By choosing "yes", the Bidder promises and represents that they have received notification and will comply with Addendums #1 and #2. No

By choosing "yes", the Bidder promises and represents that it can and will comply with the Project Labor Agreement (PLA) upon award. Yes

By choosing "yes", the Bidder promises and represents that it can and will comply with the Insurance Requirements for this project upon award. Yes

Is the bidder prequalified with Balfour Beatty Construction, LLC? Yes

By choosing "yes", the Bidder promises and represents that it can and will comply with the Front End and District Documents upon award. Yes

By choosing "yes", the Bidder promises and represents that it can and will comply with the Bid Package in its entirety; Exhibit B, B1, B2 and B3 upon award. Yes

Contractors License number? No

License Classification? 229210

DIR Registration number? C-15

EMR Rate? 1000002989

By choosing "yes", the Bidder promises and represents that it can and will comply with this project utilizing LCP Tracker upon award. 58%

utilizing LCP Tracker upon award. Yes

---

## SCUSD Chavez-Kemble ES Inc. 1 - Portable Relocation

7495 29th Street, Sacramento, CA 95822, United States of America

---

By choosing "yes", the Bidder promises and represents that it can and will comply with this project utilizing Textura (cost to subcontractor .22% of contract value, not to exceed \$5,000) upon award. Yes

### Bond Information

Performance and Payment Bond Rate - only if total bid is over \$100,000 (Not to be included with bid price above) 0.01 %

### Certifications

Do you represent a certified minority business? No

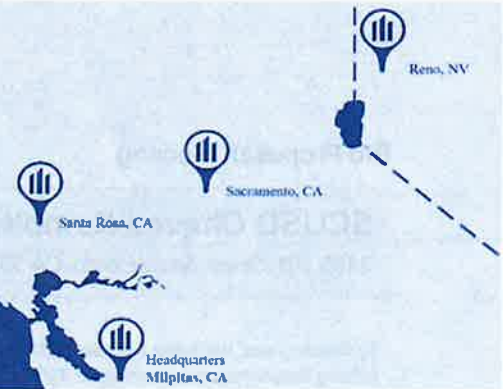
### Attachments

 [BTM Proposal - SCUSD Cha...](#) (1.3 MB)

 [BTM Scope of Work Plans - ...](#) (2.2 MB)

## B.T. Mancini Co., Inc.

8571 23<sup>rd</sup> Avenue  
Sacramento, CA 95826  
(916) 381-3660 Fax: (916) 381-6645  
CA Contractor's License #: 229210  
NV Contractor's License #: 0010497  
DIR #: 1000002989  
www.btmancini.com



# BID PROPOSAL - FLOORING

**Company:** Balfour Beatty

**Date:** 3/16/2023

**Contact:** Joe Hucik

**Project:** SCUSD – Chavez Kimble ES Inc. 1 – Portable Relocation

**Phone:** 916-220-9391

**Project Address:** 7495 29<sup>th</sup> Street  
Sacramento, CA 95822

**Email:** jhucik@balfourbeattyus.com

### BID OVERVIEW:

**B.T. Mancini Co., Inc.** to furnish and install materials listed below in accordance with specification sections,

Section 09 68 00 Carpet		Section 09 65 00 Resilient Flooring		
and with sheets,				
1AS401 Enlarged Site Plan	1AS402 Enlarged Site Plan	1AS403 Enlarged Site Plan	1AS403 Alternate Rooms CR36, 37, 41, 42	1AS501 Site Details

of plans prepared by Lionakis, dated **02/27/23** wherein all provisions listed on this proposal are honored.

- **1, 2 Addenda Noted.**
- All work to be completed only in areas, with materials, and in the proposed layout, shown on the attached colored plan, entitled: **"BTM HIGHLIGHTED WORK PLAN – SCUSD Chavez Kimble Portable Relocation Inc. 1"** in order to maintain listed pricing.

### MATERIALS INCLUDED:

1. **Carpet:** CPT1 Tarkett Aftermath II 6' Broadloom Powerbond RS, Color TBD. See Price #1 on page 4 for this option.
2. **Carpet tile:** CPT Tile 1 Milliken Journal Line By Line 50cm x 50cm, Color: TBD. See Price #2 on page 4 for this option.
3. **Linoleum sheet:** Lino1 Forbo Sheet Concrete, Color: TBD, (Net Fit Seams).
4. **Rubber base:** RB1 Roppe Pinnacle 4" Coved, Color: TBD.
5. **Plywood underlayment:** Traxx ¼" x 4' x 5' plywood board. **New plywood for BTM Scope of Work ONLY.**

### OTHER SERVICES INCLUDED/KEY NOTES:

1. **Normal Floor Prep:** See attached definition of "Normal Floor Prep" as compared to "Major Floor Prep."
2. **Attic Stock:** Per project specifications.

### EXCLUSIONS: (To be made part of the Contract Documents)

1. Moisture testing **\*\*\*NOTE: In an effort to provide and maintain the product manufacturer's warranties, B.T. Mancini Co. can provide information for independent concrete testing companies.\*\*\***
2. Scanning, x-rays, or any other work to determine location and/or complete moisture testing where post-tension cables exist in slab.
3. Moisture remediation (including all surface preparation if moisture remediation is administered by other parties.)
4. BT Mancini is excluding "integrated walk off mats". There is not a product or manufacture listed in specs or plans to price.
5. BT Mancini is excluding "Closure Trim and Thresholds" per detail 14/1AS501.
6. Overtime; nights or weekends.
7. Temperature and humidity control.
8. Dust or Infectious control containment.
9. The removal and relocation of furniture, counters, equipment or any other items inhibiting continuous flooring installation.
10. Demo of any existing adhesive, and/or any other materials or residues existing on slab.
11. Asbestos and/or mold removal (including, but not limited to, floor covering and adhesives)
12. Major floor preparation (including, but not limited to: cleaning and filling of saw cuts, ramping, sloping and leveling of new or existing concrete, **unforeseen sub floor repairs**, and any grinding of new or existing concrete to make flat, smooth or to remove existing adhesives.) **Please see final page under heading "Major and Normal Floor Preparation" for a more detailed explanation of included and excluded services regarding floor preparation.**
13. Any demo or removal of other trades' construction materials, including, but not limited to: marking pen, paint, oils, grease, curing compounds, release agents, sealers, taping mud, fire caulking.
14. Demo, Preparation, and Replacement of rejected mock-up locations. Work of this nature can be performed only as an "ADD" to the **BASE BID**.
15. Final cleaning and waxing/polishing of resilient flooring, vacuuming of carpet, and the provision of cleaning or waxing products.
16. Additional cost for the hoisting of materials to above-grade floors if traditional elevators are not available and/or the fees associated with the oversight of a dedicated lift operator.
17. Floor protection, post-installation traffic control.
18. Cost of bonds, permits or fees.
19. Liquidated damages.
20. Waiver of subrogation.

PLEASE SEE PRICING ON FINAL PAGE

**PROJECT CONDITIONS and SCOPE REQUIREMENTS: (To be made part of the Contract Documents)**

1. Pricing is based on **normal business hours, Monday - Friday, 8 hour shifts.**
2. All material to be installed concurrently (unless indicated otherwise on B.T. Mancini approved phasing plan.) to maintain listed pricing.
3. G. C. or Owner is responsible for all environmental conditions, including heat, lighting at no additional cost to B.T. Mancini Co., Inc.
4. Acceptable moisture emission test results are required prior to installation of flooring.
5. Pricing includes all applicable tax and freight.
6. **Pricing is valid for 30 days.**
7. Extra work is quoted as an "ADD" to this subcontract to be done during work duration. After our work is complete, these quoted prices may increase.
8. Area of installation must be a minimum of 65 degrees F; building completely constructed with doors, windows, heating and HVAC fully operational.
9. Area of installation will require free and clear access to construction areas.
10. B.T. Mancini will not honor any back charges, unless notified in writing at the time of occurrence and given the opportunity to verify and/or correct the issue within 48 hours.
11. B.T. Mancini Co., Inc. will not be responsible for any delays in obtaining special items, which are beyond our control.
12. B.T. Mancini Co., Inc. will not be responsible for any damage to finished or unfinished materials caused by other trades.
13. Prices based on material being fabricated and installed at one time.

**INSURANCE QUALIFICATIONS, DESCRIPTIONS and KEYNOTES: (To be made part of the Contract Documents)**

1. Upon award, all project and/or contractor specific insurance requirements will be reviewed by BTM prior to acceptance. If requested by the insurance documents, BTM will name the Contractor and the Owner as additionally insured. However, all other agents not contracted by BTM, such as the Architect/Engineer and other consultants, are excluded and will not be named as additionally insured. Coverage outlined will only be provided on forms CG 20 10 04/13 and CG 20 37 04/13, all other forms are excluded.
2. When any WRAP Program is implemented on a project, B.T. Mancini Co., Inc. will only provide Additionally Insured and Completed Operations Coverage for offsite operations.

**INDEMNIFICATION QUALIFICATIONS: (To be made part of the Contract Documents)**

1. B.T. Mancini Co., Inc. shall defend, indemnify and hold harmless the Contractor and Owner from any damages, only to the extent such damages were caused by any negligent act or omission of B.T. Mancini Co., Inc.
2. B.T. Mancini Co., Inc. will not defend, indemnify or hold harmless any other person or entity. This provision supersedes any other indemnity provision.

**ADDITIONAL QUALIFICATIONS: (To be made part of the Contract Documents)**

1. If as a direct or indirect result of any virus, disease, contagion, including but not limited to COVID-19 (individually or collectively, "Epidemic"), B.T. Mancini Company's work is delayed, disrupted, suspended, or otherwise impacted, including, but limited to, by (1) disruptions to material and/or equipment supply; (2) illness of B.T. Mancini Company's workforce and/or unavailability of labor; (3) government quarantines, shelter-in-place orders; closures, or other mandates, restrictions, and/or directives; (4) Owner or Contractor restrictions and/or directives; and/or (5) fulfillment of B.T. Mancini Company's contractual or legal health and safety obligations associated with an Epidemic; then B.T. Mancini Company, Inc. shall be entitled to an equitable adjustment to the Subcontract schedule and duration to account for such disruptions, suspensions, and impacts. To the extent any of the causes identified herein results in an increase in the price of labor, materials, or equipment used in the performance of this Subcontract, or other costs of performance of the Subcontract, B.T. Mancini Company, Inc. shall be entitled to an equitable adjustment to the Subcontract price for such increases, provided B.T. Mancini Company, Inc. presents documentation of such increases (including the original prices and/or estimates) and evidence of B.T. Mancini Company's reasonable efforts to find alternative sources of material or equipment supply and/or labor at the original/non-impacted prices and/or estimates.

**PAYMENT TERMS:**

Payment to Seller is express obligation of Buyer and is not dependent upon "the condition precedent" of buyer receiving funds from other sources. Seller to be paid according to the following schedule:

1. B.T. Mancini Co., Inc. will order materials to meet your schedule. We will bill for these materials when delivered to our warehouse or the job site as arranged. We shall expect payment for the materials to be paid by the tenth of the month following your receipt of our invoice.
2. If we perform installation work, we shall expect to be paid a minimum of 95% of our invoice for installation by the tenth of the month following your receipt of our invoice.
3. Any retention that you may have withheld shall be paid not later than thirty days following the completion of the work.

**SPECIAL PROVISIONS:**

Should a dispute arise over the provisions of the subcontract, change order, delays, or any other matters, and litigation or arbitration ensue, the prevailing party will be entitled to reasonable attorney's fees and costs.

**GENERAL CONDITIONS TO AGREEMENT:**

1. **Definitions** – The word "Seller" as used herein means B.T. Mancini Co., Inc. and the word "Buyer" means the purchaser of material and services ("Work") hereunder from the Seller for the specific project referenced herein.
2. **Incorporation** – Buyer agrees that these General Conditions are a material part of the agreement between Buyer and Seller for the Work ("Agreement"), will be and hereby are incorporated into any further expression of that Agreement, and when in conflict with any other written terms and conditions governing Seller's performance of the Work, shall take precedence thereafter.
3. **Prompt Performance** – Seller shall make reasonable efforts to perform the Work promptly in accordance with the terms of this Agreement, but shall not be liable for delay or schedule impacts arising from strikes, lockouts, fire, earthquake, war, governmental acts, Acts of God, or other events beyond Seller's reasonable control, whether affecting the production, loading, transportation, delivery, or installation of the Work.
4. **Warranty** – Seller warrants that the Work will be of good quality and new unless the Agreement requires or permits otherwise. For one (1) year from the date of substantial completion of the Work, Seller will at its sole discretion repair or replace any non-conforming Work under this warranty. Seller's warranty excludes remedy for damage or defect caused by abuse, alterations not executed by Seller, improper or insufficient maintenance, improper operation, normal wear and tear, and normal usage. Seller makes no other warranty, express or implied, regarding the Work, including the suitability thereof for any specific project. After substantial completion, Buyer's rights under this warranty are its sole and exclusive remedy against Seller for non-confirming Work.
5. **Delay** – In the event the Work is stopped or delayed for any cause beyond the reasonable control and not the fault of Seller, then Seller shall in addition to any remedies otherwise available, be entitled to an equitable adjustment to both the time and cost of performing the Work, and may, if such stoppage or delay continues for thirty (30) days, terminate this Agreement and be paid for all Work performed. Stoppage or delay shall be presumed not to be the fault of Seller unless proved otherwise.

6. **Indemnification** – To the fullest extent of Seller’s own negligence, Seller agrees to indemnify Buyer against damages arising out of Seller’s performance of the Work and resulting in bodily injury or property damage other than to the Work itself.
7. **Dispute Resolution** – In any legal proceeding related to this Agreement, and in addition to any costs otherwise recoverable, the prevailing party shall be entitled to its reasonable attorneys’, experts’, and consulting fees. Venue for any dispute shall lie in the county where the Work is to be performed or in Santa Clara County. This Agreement shall be governed by California law without regard to its choice of law provisions.
8. **Claims** – Claims by Buyer for shortages or for improper, defective or damaged material must be made in writing specifying in detail the nature and extent of the shortage, defect or damage within five (5) days of delivery, and accompanied by the original freight bill with a notation on the face thereof by local agent of the carrier as to the items and quantity short or damaged. Risk of damage shall be on Buyer when materials are delivered to a common carrier F.O.B. shipping point. Title to material shall remain with Seller until payment in full is made by Buyer.
9. **Limitation on Claims** – Any claim by Buyer, whether for breach of contract, tort, property damage, or personal injury must be made in writing within one (1) year of substantial completion of the Work, or such claim shall be deemed forever waived. Buyer and Seller hereby waive any claim against each other for consequential, special, exemplary, or other indirect damages.
10. **Protection and Security** – Buyer shall take reasonable steps to protect the Work installed and/or stored at the job site from damage, vandalism and theft, and shall provide, as appropriate, security guards and secure storage areas. Once accepted, damaged or stolen materials shall be Buyer’s responsibility.
11. **Assignment** – Buyer shall not assign its rights or obligations under this Agreement, in whole or in part, without Seller’s written consent.
12. **Bankruptcy** – In the event Buyer is adjudicated bankrupt, files a voluntary petition in bankruptcy, makes an assignment for the benefit of creditors, or applies for or consents to the appointment of a trustee or receiver over a substantial part of the Buyer’s property, Seller shall have the right to terminate the Agreement, and in addition to any other remedies, collect for all Work performed.
13. **Payment** – Buyer shall pay Seller according to the following schedule for the Work:
  - (a) For materials delivered, the cost of those materials to Buyer shall be paid by the 10th day of the month following delivery.
  - (b) For installation, not less than 90% of the cost to Buyer performed in any month shall be paid by the 10th day of the following month.
  - (c) Retention shall be paid within thirty (30) days of the completion and acceptance of Seller’s Work. The benefit of any reduction of the retention under any agreement between Buyer and its customer (for example, from 10% to 5%), will be passed proportionally on to Seller.
  - (d) Buyer shall not make any payment to Seller in the form of a joint check, or any other type of payment other than payment solely in the name of Seller, unless agreed to by the Seller in writing. Buyer’s payment shall constitute acceptance of the Work. Any sums not paid when due shall bear interest at the rate of 1 1/2 % per month, annual percent rate 18%, until paid, provided that if such rate of late charge is not permitted by law, the highest legal rate shall be charged. In the event payment is not made as provided herein, Seller shall have the right to withhold further Work until paid, or upon five (5) days’ written notice to Buyer, to terminate this Agreement and seek damages.
14. **Job Conditions** – Unless otherwise stated herein, the working surfaces and job conditions shall be ready to receive Seller’s Work upon issuance of Buyer’s notice to proceed. Seller is entitled to rely on Buyer’s notice as representation that Buyer has carefully inspected and approved the work performed by others that it is to receive, align, abut, adjoin, accept, or similarly relate to Seller’s Work.
15. **Penalties and Back charges** – No back charges, penalties, liquidated damages or other deductions against the price set forth herein may be withheld from Seller unless (1) Buyer notifies Seller in writing of the basis for such charge no later than thirty (30) days after the cause for such charge is established; (2) Buyer is first provided sufficient opportunity to cure or correct any claimed defect or default in its Work; and (3) in no event will Seller be charged after payment would otherwise be due Seller per paragraph 13 hereof. Buyer’s failure to strictly comply with these conditions shall constitute a waiver by Buyer of any such charge against Seller.
16. **Extra Work** – Prior to making any change in the Work, including the time for storage, delivery, or installation thereof, Buyer will provide Seller with a written change order. Unless expressly agreed otherwise, Seller will be paid for any change in the Work on the basis of its actual costs, including taxes and insurance, plus 15% overhead and 10% profit thereon. Seller is not obligated to perform any changes to the Work until it receives a written change order or written directive from the Seller agreeing to the price for and/or any time extension required by the change.
17. **Bonds** – Unless specifically included, the cost of any required surety bonds shall be paid for by Buyer.
18. **Escalation** – Seller’s price is based on completion of the Work in accordance with the project schedule provided to Seller prior to this Agreement or as otherwise described herein. In the event commencement of the project or the Work is delayed through no fault of the Seller, prices for the Work shall be equitably adjusted by any actual cost increases incurred by and not reasonably avoidable by Seller.
19. **Contract and Credit Acceptance** – All agreements are subject to approval by Seller’s authorized employee(s). Acceptance of this Agreement by Seller and continued performance of Work shall at all times be subject to Buyer’s creditworthiness, and Seller reserves the right to require full or partial payment in advance if Buyer’s financial condition creates a reasonable concern that Buyer cannot meet its financial obligations to Seller.
20. **Material Approval** – Samples or other submittals furnished by Seller, when reviewed without any noted objection or exception by Buyer, Buyer’s customer, or any agent, architect, or engineer thereof, shall be deemed the correct interpretation of the Work to be furnished.
21. **Inspection and Acceptance** – Upon completion, Buyer shall promptly inspect Seller’s Work and notify Seller in writing of the basis for any rejection, default, or deficiency. Buyer’s failure to timely inspect or reject Seller’s Work within ten (10) days after completion of Seller’s Work, shall constitute Buyer’s complete and final acceptance of the Work.
22. **Labor Rates and Working Conditions** – Seller’s price is based on working full-time and continuously without interruption on normal work days at straight time hourly rates prevailing in the area where the Work is to be performed. If Buyer requests overtime, off-hours Work, or multiple mobilizations, the price shall be equitably adjusted to cover Seller’s additional costs, including any increase in wages, taxes, insurance, set-up, or travel costs, plus overhead at 15% and profit at 10% thereon.

**CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS’ STATE LICENSE BOARD.  
 ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR OF THE BOARD WHOSE ADDRESS  
 IS: CONTRACTORS’ STATE LICENSE BOARD, 9821 BUSINESS PARK DRIVE, SACRAMENTO, CALIFORNIA 95827 OR  
 222.cslb.ca.gov.**



**MAJOR AND NORMAL FLOOR PREPARATION:**

**Major Preparation:**

The following is what BT Mancini Co., Inc. considers Major Floor preparation. If the general contractor/owner would like BT Mancini Co. Inc. address any of the following items, it will be performed on a "Time & Materials" basis. The hourly rate will be as stated on our schedule of time and material costs which will be returned with the executed contract.

**Major Preparation is:**

1. The clean-up or moving of other trade's materials that are left on, spilled on, dropped on, sprayed on, etc... the floor.
2. The clean-up of mud that is tracked on the floor during construction.
3. **Markings or lines of any kind on slab in Resilient Flooring Areas are not acceptable (this includes but is not limited to: permanent marker, spray paint). The removal of these marks is considered major floor preparation.**
4. **Any** work required to bring the slab to the flatness required in the specifications or by the owner. This includes slab curl at joints and key ways.
5. **Any** work required to create a smooth trowel finish.
6. Remediating fissures and cracks greater than 1/16"
7. Cleaning and filling of saw cuts.
8. On wood floors, the setting of nails so they are below the surface of the wood. The filling and sanding of a poor grade of underlayment. The filling or preparing of divots at nail heads. Also additional nailing. *(Note; Wood Subfloors should have Flooring Grade Subfloor installed to meet Manufacturer's Spec's)*
9. The installation of a cementitious topping over moisture mitigation system administered by others.

**Normal Preparation:**

The following is what BT Mancini Co. Inc. expects to do for normal floor preparation.

**Normal Preparation is:**

1. A final sweep to remove the fine dust that has settled after the general contractor has swept and cleaned the floor just prior to BT Mancini Co. Inc. arriving at the job.
2. The filling of small holes and normal shrinkage and/or expansion cracks in the slab which are less than 1/16".
3. Fill Normal Butt or Keyed construction joints or zip strips.
4. Fill all seams on wood subfloors.

**PLEASE NOTE: Floor preparation is cosmetic only and should not be considered a structural repair.**

**BASE BID Price #1: \$189,577.00**

**Alternate 1: ADDITION to base bid price #1 for Rooms CR36, 37, 41 & 42: \$37,230.00**

**BASE BID Price #2: \$179,045.00**

**Alternate 1: ADDITION to base bid price #2 for Rooms CR36, 37, 41 & 42: \$36,581.00**

Respectfully Submitted,  
Kurt Alameda – 916-601-7434  
kurt.alameda@btmancini.com

**QUOTATION ACCEPTANCE:**

This quotation, unless otherwise noted, will remain in effect for 30 days from the above date. Upon acceptance by the Buyer and credit approval by the B.T. Mancini Co., Inc. this instrument shall constitute a binding contract. In the event the Buyer elects to issue his own purchase order or contract based on this quotation, the conditions contained herein shall be deemed to be incorporated in said purchase order or contract. This proposal expressly limits acceptance to terms of The General Conditions of Sale contained herein. No terms additional or different from The General Conditions will be accepted, including, but not limited to, any terms which establish a "condition precedent" to the Buyer making payment to the Seller other than any "condition precedent" already contained in this proposal. The undersigned hereby accepts this proposal and states that he has read The General Conditions of Sale attached to this proposal.

ACCEPTED: \_\_\_\_\_

DATE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

COMPANY: \_\_\_\_\_

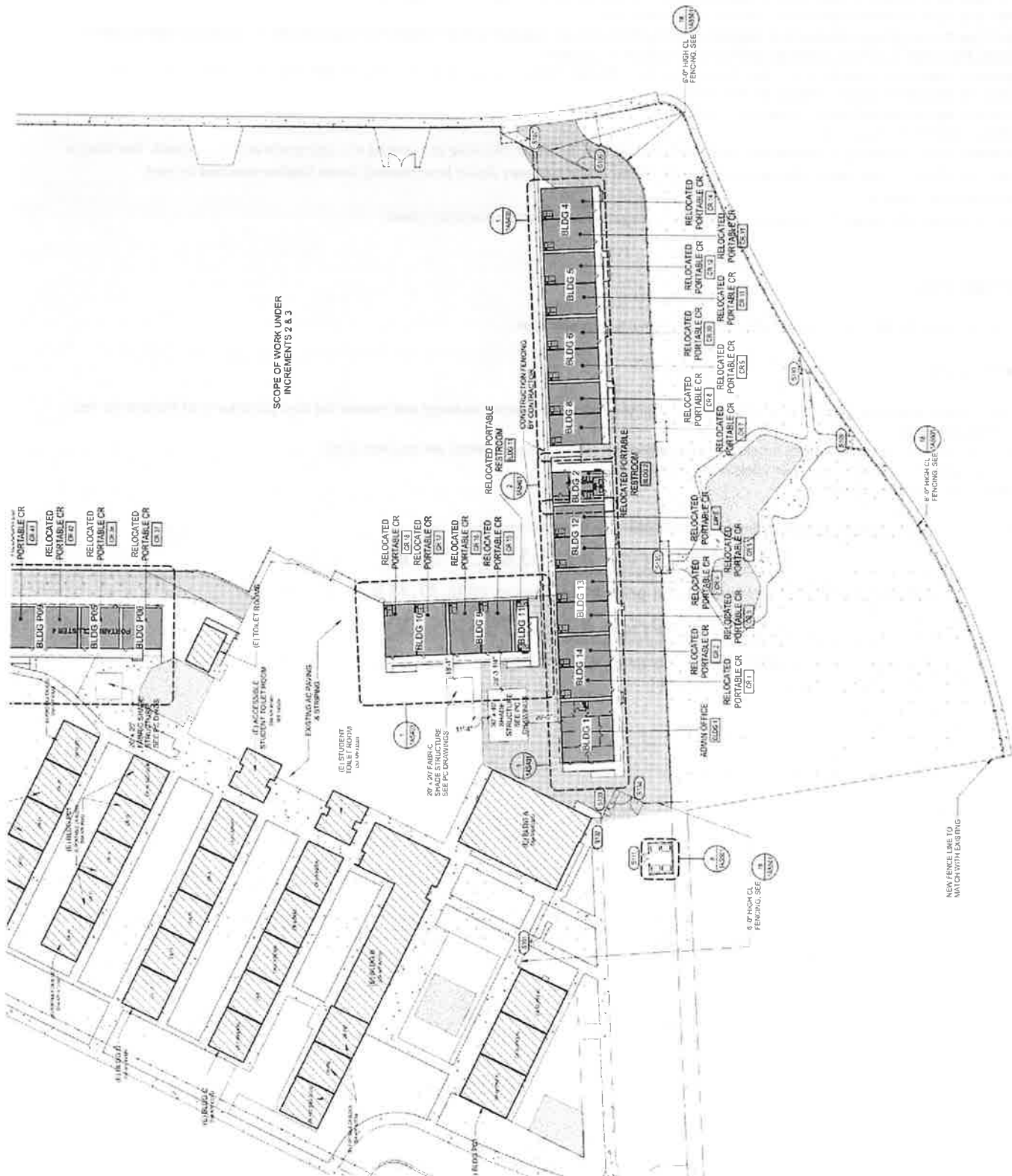
**PLEASE SUBMIT ALL PAGES WITH SIGNED PROPOSAL**

- 8. ALL (B) CLASSROOM SIGNAGE TO BE REPLACED. CONTRACTOR TO PR FUNCTIONAL ROOM AND LOCATION TO BE POSTED AT THE ENTRY OF EACH ROOM AND SHEET LOCATED.
- 9. PROVIDE RELOC SIGNAGE AT RESTROOM PORTABLES PER CBC 11B-1103.
- 10. SEE CIVIL FOR SANITARY SEWER & WATER LINE EXTENSIONS & POC POINTS. PER CBC 11B-402.2.9
- 11. ALL RELOCATED PORTABLE DOORS TO HAVE PUSH/PULL FORCE OF A MINIMUM OF 15 LBS.
- 12. ALL (B) ACCESSIBLE ENITS TO COMPLY WITH DTL 11104-501
- 13. VERIFY EXISTING SYSTEMS TO BE INSTALLED AT ALL RELOCATIONS (CONSTRUCTION DETAILS FROM PRO BY THE OWNER TO BE PROVIDED)
- 14. SCD TO COORDINATE NEW FENCE LOCATIONS WITH EXISTING (REFER)

**LEGENDS**

- PROPERTY LINE
- (E) BUILDINGS WITH/NO SCOPE OF WORK
- (F) RELOCATED PORTABLES
- X—X— CHAINLINK FENCING SEE 11B-1103.0
- (10A) SITE GATES - SEE DATE SCHEDULE
- (10B) 6" HIGH CL. FENCING SEE 11B-1103.0
- (10C) 6" PORTABLE FENCING SEE 11B-1103.0

SCOPE OF WORK UNDER INCREMENTS 2 & 3



**KEY PLAN**





- 9 ALL (E) CLASSROOM SKIN TO BE REPLACED. CONTRACTOR TO PROVIDE ALL (E) CLASSROOM AND BATHS TO BE POSTED AT THE ENTRY OF CBC 118-703 AND SHEET 100A-01
- 9 PROVIDE REQ SKINAGE AT RESTROOM PORTABLES PER CBC 118-703
- 10 SEE CIVIL FOR SANITARY SEWER & WATER LINE EXTENSIONS & POC POINTS. PER CBC 118-401.2.9
- 11 ALL RELOCATED PORTABLE DOORS TO HAVE PUSH/PULL FORCE OF A MIN. OF 5 LBS.
- 12 ALL (E) ACCESSIBLE SINKS TO COMPLY WITH DTL 1110A.301
- 13 ASSISTIVE LISTENING SYSTEM SIGN TO BE INSTALLED AT ALL RELOCATION POINTS FOR DETAILS. PER PHO BY WILLIAMS SOUND TO BE PROVIDED
- 14 GC TO COORDINATE NEW FENCE LOCATIONS WITH EXISTING BRINKHART

### LEGEND



(E) RELOCATED FIRE EXTRUSHER (2A-108)



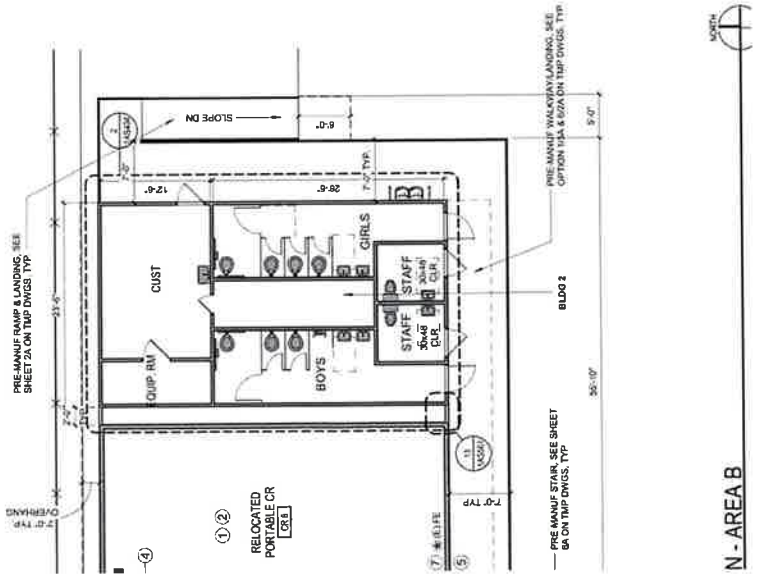
### N - AREA A



### SHEET NOTES

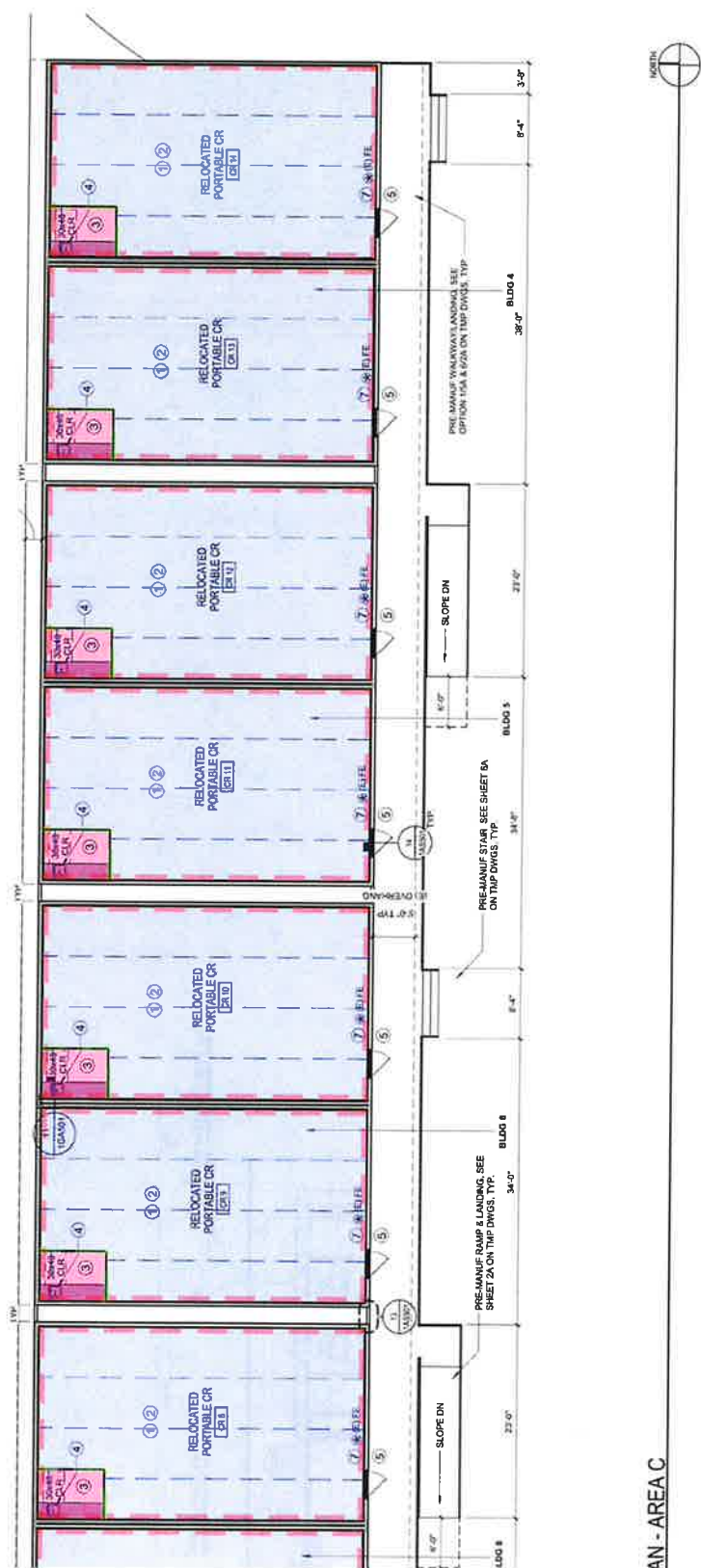
- 1 REMOVE (E) CARPET & INSTALL CARPET TILES AS SPECIFIED
- 2 REMOVE (E) ACOUSTIC CEILING TILES PRIOR TO RELOCATION. STORE & REPLACE ONCE BUILDING RELOCATED
- 3 REMOVE (E) VINYL SHEET FLOORING & REPLACE AS SPECIFIED
- 4 REMOVE DOORS @ SMK CABINET. TYP. SEE 1110A.301
- 5 FUNCTIONAL ROOM SKINAGE - SEE 1110A.301
- 6 RESTROOM SKINAGE - SEE 1110A.301
- 7 ASSISTIVE LISTENING SKINAGE - SEE 1110A.301

### KEY PLAN



### N - AREA B





AN - AREA C

with II 6' Broadloom Powerbond RS, Color TBD 6'0" SY  
 ncrete, Color: TBD, (Net Fit Seams) 6'7" SY  
 4" Coved, Color: TBD 4.00" LF

- 8 ALL (E) CLASSROOM SINKAGE TO BE REPLACED. CONTRACTOR TO RE-FUNCTIONAL ROOM AND EAST SIDE TO BE POS'D AT THE ENTRY OF CIRC 118-700 AND SHEET 118-601
- 9 PROVIDE REG SINKAGE AT RESTROOM PORTABLE PER CSC 118-700
- 10 SEE CIVIL FOR SANITARY SEWER & WATER LINE EXTENSIONS & POC POINTS, PER CSC 118-404.2.3
- 11 ALL RELOCATED PORTABLE DOORS TO HAVE PUSH/PULL FORCE OF A POUNDS, PER CSC 118-404.2.3
- 12 ALL (E) ACCESSIBLE SINKS TO COMPLY WITH DTL 111(CA-501)
- 13 ASSISTIVE LISTENING SYSTEM SIGN TO BE INSTALLED AT ALL RELOCATED PORTABLE CR SINKS. SIGN PROVIDED BY VENDOR TO BE PROVIDED
- 14 GC TO COORDINATE NEW FENCE LOCATIONS WITH EXISTING IRRIGATI

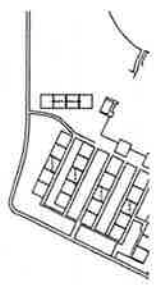
LEGEND

- (E) RELOCATED FIRE EXTINGUISHER DA-108
- (E) FE

SHEET NOTES

- 1 REMOVE (E) CARPET & INSTALL CARPET TILES AS SPECIFIED
- 2 REMOVE (E) ACQUARED CEILING TILES PRIOR TO RELOCATION. STORE & REPLACE ONCE BUILDING RELOCATED
- 3 REMOVE (E) VINYL SHEET FLOORING & REPLACE AS SPECIFIED
- 4 REMOVE DOORS @ SINK CABINET. TYP. SEE 111(CA-501)
- 5 FUNCTIONAL ROOM SINKAGE - SEE 118-601
- 6 RESTROOM SINKAGE - SEE 118-601
- 7 ASSISTIVE LISTENING SINKAGE - SEE 118-601

KEY PLAN



- 8 ALL (E) ACCESSORY SIGNAGE TO BE INSTALLED. CONTACTORS TO PROVIDE FUNCTIONAL ROOM AND LIFT SIGN TO BE POSTED AT THE ENTRY OF CBC-118-709 AND SHEET 10A-51.
- 9 PROVIDE REO SIGNAGE AT RESTROOM PORTABLES PER CBC 11B-703
- 10 SEE CIVIL FOR SANITARY SERVICES & WATER LINE EXTENSIONS & POC
- 11 ALL RELOCATED PORTABLE DOORS TO HAVE PUSH/PULL FORCE OF N POUNDS PER CBC-118-404.2.9
- 12 ALL (E) ACCESSIBLE SIGNS TO COMPLY WITH DTL 111(GA-501)
- 13 ASSISTIVE LISTENING SYSTEM SIGN TO BE INSTALLED AT ALL RELOCA 10A-51 FOR DETAILS FROM PRO BY WILLIAMS SOUND TO BE PROVIDED
- 14 GC TO COORDINATE NEW FENCE LOCATIONS WITH EXISTING IRRIGAT

**LEGEND**

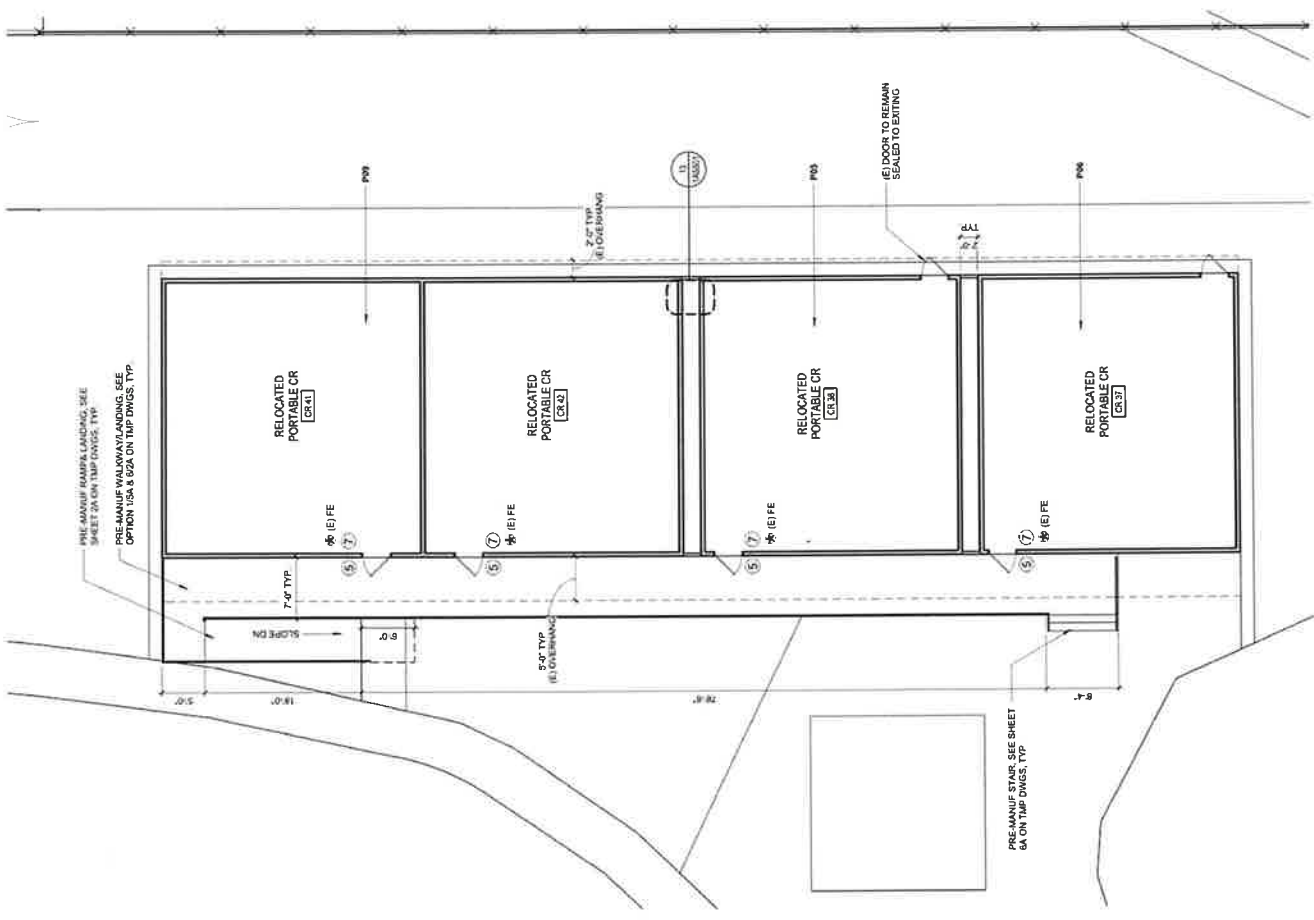


(E) RELOCATED FIRE EXTINGUISHER (2A 108)

**SHEET NOTES**

- 1 REMOVE (E) CARPET & INSTALL CARPET TILES AS SPECIFIED
- 2 REMOVE (E) ACOUSTIC CEILING TILES PRIOR TO RELOCATION STORE & REPLACE ONCE BUILDING RELOCATED
- 3 REMOVE (E) VINYL SHEET FLOORING & REPLACE AS SPECIFIED
- 4 REMOVE DOORS @ SINK CABINET - TYP SEE 11 10A-51
- 5 FUNCTIONAL ROOM SIGNAGE - SEE 11 10A-51
- 6 RESTROOM SIGNAGE - SEE 11 10A-51
- 7 ASSISTIVE LISTENING SIGNAGE - SEE 11 10A-51

**KEY PLAN**



2 ENLARGED SITE PLAN - AREA E  
SCALE: 1/8"=1'-0"



AREA D

- 8 ALL IEI CLASSROOM SIGNAGE TO BE REPLACED. CONTRACTOR TO PROVIDE FUNCTIONAL ROOM AND EXIT SIGN TO BE POSTED AT THE ENTRY OF CR35, CR36 AND SHEET 10A.001
- 9 PROVIDE REQ SIGNAGE AT RESTROOM PORTABLES PER CRC 118.703
- 10 SEE CIVIL FOR SANITARY SEWER & WATERLINE EXTENSIONS & POC POINTS, PER CRC 118.042.3.9
- 11 ALL RELOCATED PORTABLE DOORS TO HAVE PUSH/PULL FORCE OF N
- 12 ALL IEI ACCESSIBLE SINKS TO COMPLY WITH DTL 111 (GA 301)
- 13 ASSISTIVE LISTENING SYSTEM SIGN TO BE INSTALLED AT ALL RELOCATED PORTABLES FROM PRO BY WILLIAMS SOUND TO BE PROVIDED
- 14 GC TO COORDINATE NEW FENCE LOCATIONS WITH EXISTING IRRIGATI

**LEGEND**

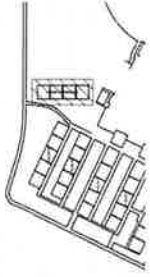


(E) RELOCATED FIRE EXTINGUISHER (2A.100)

**SHEET NOTES**

- 1 REMOVE IEI CARPET & INSTALL CARPET TILES AS SPECIFIED
- 2 REMOVE IEI ACCESSIBLE SINKS PRIOR TO RELOCATION. STORE & REPLACE ONCE BUILDING RELOCATED
- 3 REMOVE IEI VINYL SHEET FLOORING & REPLACE AS SPECIFIED
- 4 REMOVE DOORS @ SINK CABINET TYP. SEE (11.100.001)
- 5 FUNCTIONAL ROOM SIGNAGE - SEE (1.100.001)
- 6 RESTROOM SIGNAGE - SEE (13.100.001)
- 7 ASSISTIVE LISTENING SIGNAGE - SEE (10A.001)

**KEY PLAN**

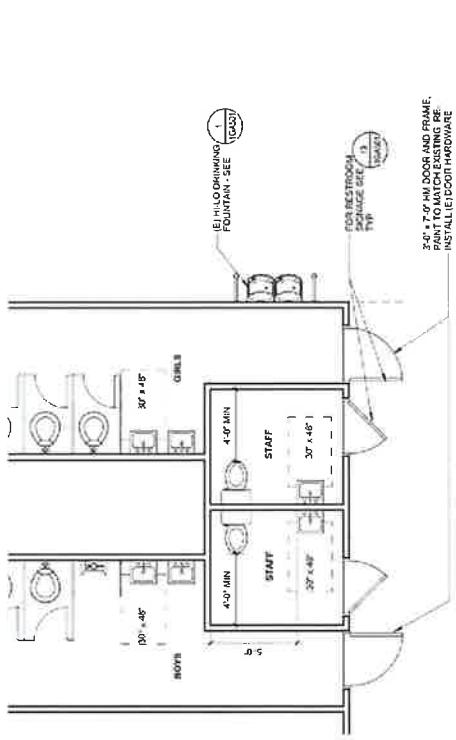


See alternate pricing for Rooms CR35, CR36, CR41 & CR42

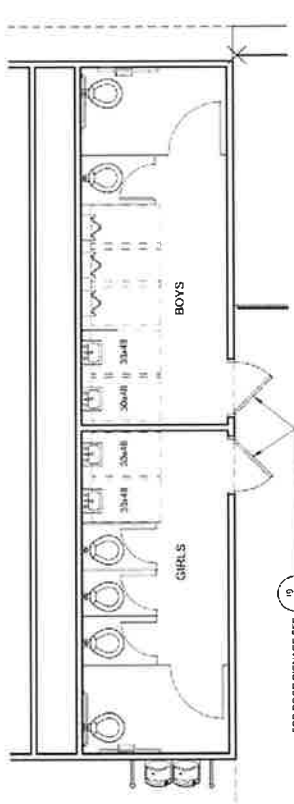


9. PROVIDE RED SIGNAGE AT RESTROOM PORTABLES PER CBC 11B-703  
 10. SEE CIVIL FOR SANITARY SEWERS & WATER LINE EXTENSIONS & FOC  
 11. ALL RELOCATED PORTABLE DOORS TO HAVE PUSH/PULL FORCE OF 7 LBS  
 12. ALL (E) ACCESSIBLE SINKS TO COMPLY WITH DTL 1110A-201

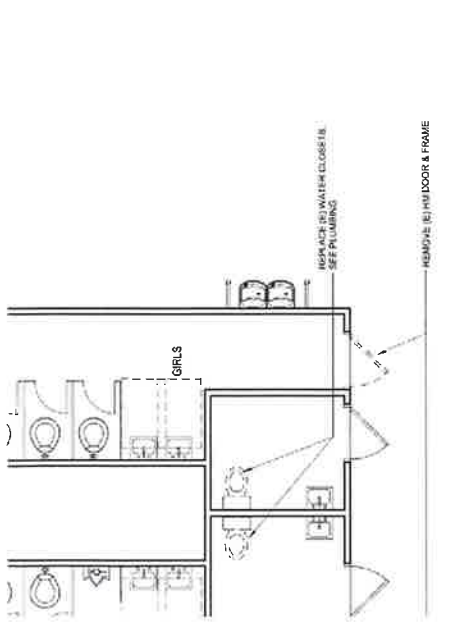
KEY PLAN



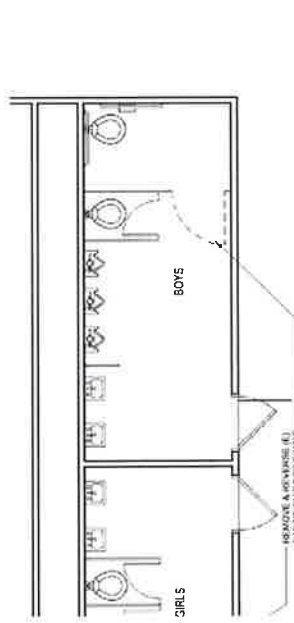
2 ENLARGED FLOOR PLAN - (E) BLDG 2 RESTROOM  
 SCALE 1/8" = 1'-0"



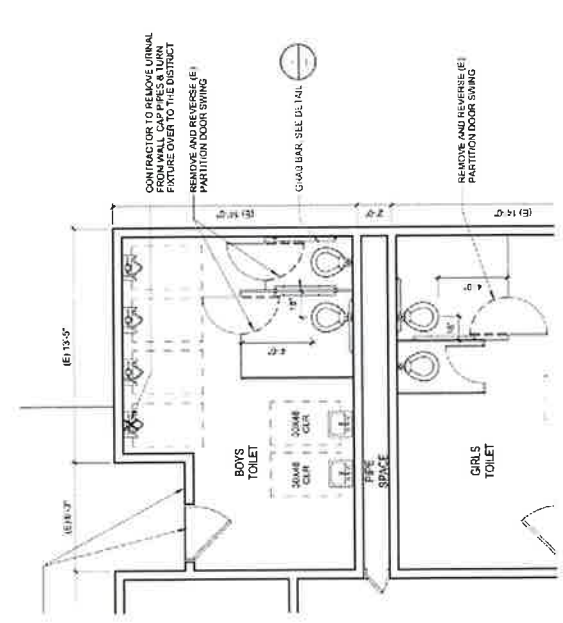
4 ENLARGED RESTROOM PLAN - (E) BLDG 11 RESTROOM  
 SCALE 1/8" = 1'-0"



1 PLAN - (E) BLDG 2 RESTROOM



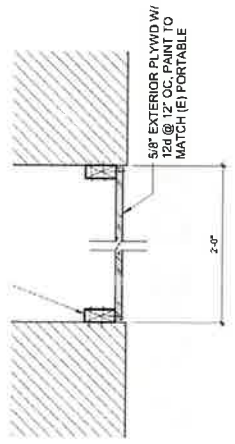
3 PLAN - (E) BLDG 11 RESTROOM



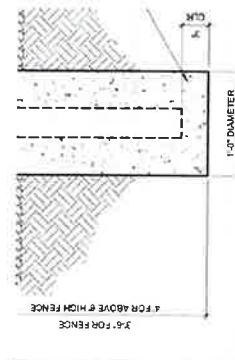
5 PLAN - (E) BLDG 11 RESTROOM

**No scope of work on this page.**

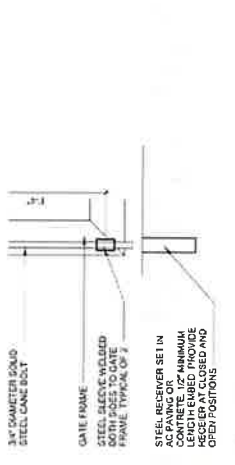
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12	18	24	30	36	42	48	54	60	66	72	78	84	90	96	102	108	114	120
12	18	24	30	36	42	48	54	60	66	72	78	84	90	96	102	108	114	120
12	18	24	30	36	42	48	54	60	66	72	78	84	90	96	102	108	114	120
12	18	24	30	36	42	48	54	60	66	72	78	84	90	96	102	108	114	120
12	18	24	30	36	42	48	54	60	66	72	78	84	90	96	102	108	114	120
12	18	24	30	36	42	48	54	60	66	72	78	84	90	96	102	108	114	120
12	18	24	30	36	42	48	54	60	66	72	78	84	90	96	102	108	114	120
12	18	24	30	36	42	48	54	60	66	72	78	84	90	96	102	108	114	120
12	18	24	30	36	42	48	54	60	66	72	78	84	90	96	102	108	114	120



**13 CLOSURE PANEL BETWEEN PORTABLES**  
 1 1/2" x 1 1/2"



**17 FENCE FOOTING - UP TO HIGH**  
 1 1/2" x 1 1/2"



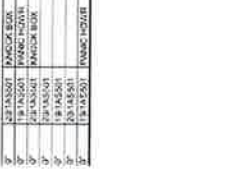
**9 CANE BOLT DETAIL**  
 1 1/2" x 1 1/2"



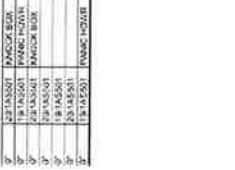
**10 CHAINLINK DOUBLE SWING GATE W/ PANIC HARDWARE**  
 3 1/2" x 1 1/2"



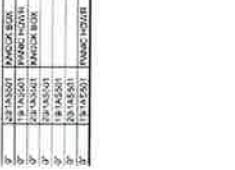
**14 CLOSURE TRIM @ RELOP RAMP**  
 3 1/2" x 1 1/2"



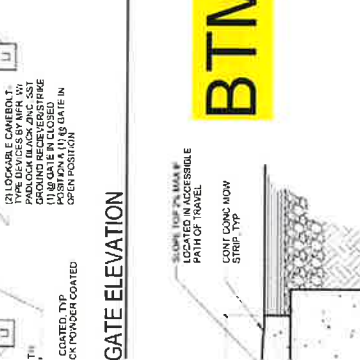
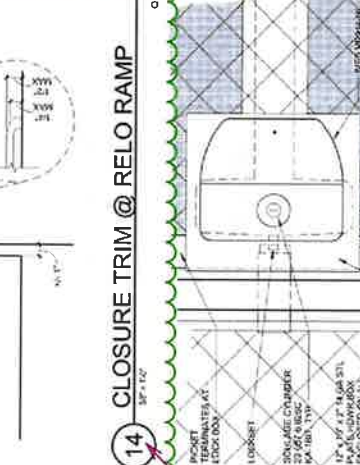
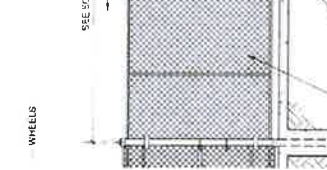
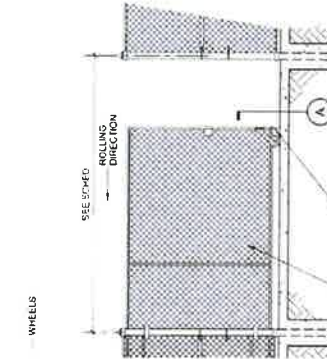
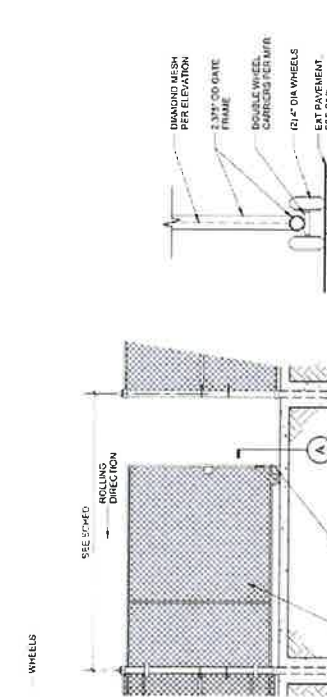
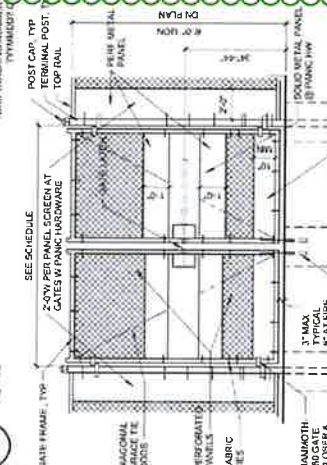
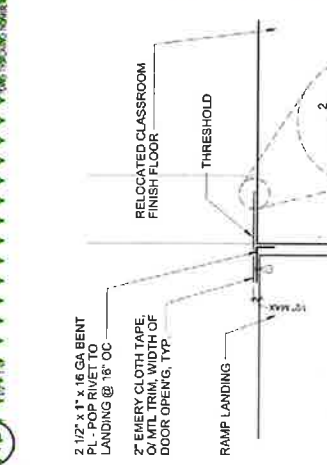
**15 CL GATE HDWR BOX @ PANIC HDWR**  
 4 1/2" x 1 1/2"



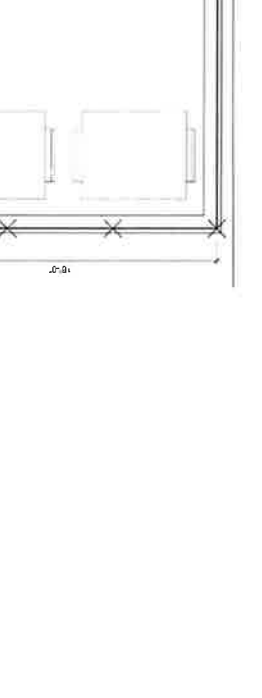
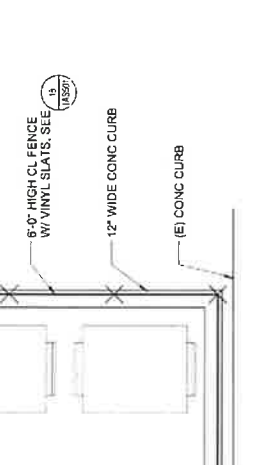
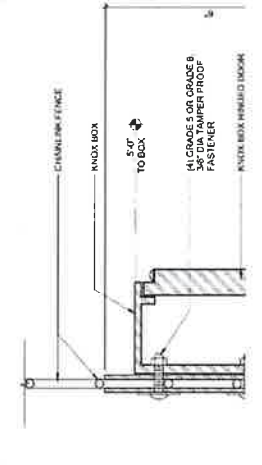
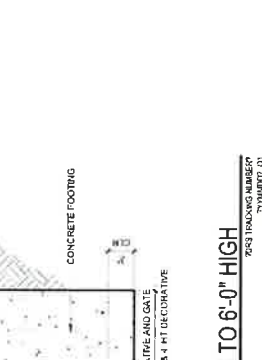
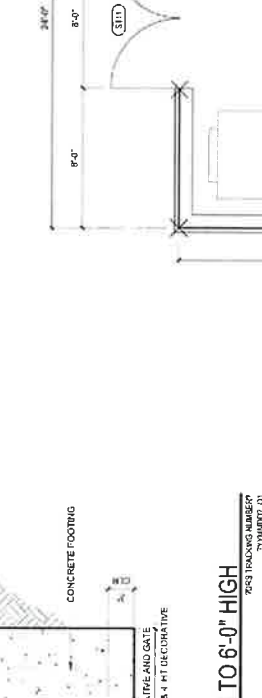
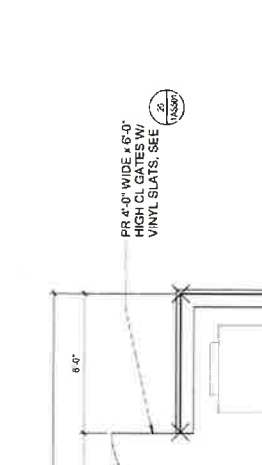
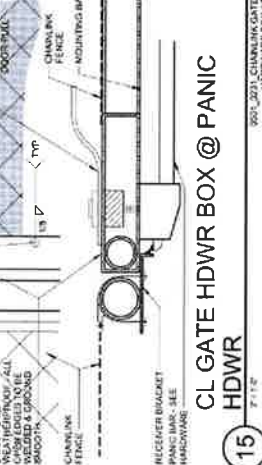
**18 CHAINLINK FENCE - 6\'**  
 3 1/2" x 1 1/2"



**19 CHAIN LINK SWING SING**  
 3 1/2" x 1 1/2"



**BTM is excluding this detail**



## SCUSD Chavez-Kemble ES Inc. 1 - Portable Relocation

7495 29th Street, Sacramento, CA 95822, United States of America

Sent proposal: \$273,500

Submitted Mar 16, 2023 at 11:47 AM PDT

**Universal Flooring, Inc.**

1060 National Dr, 1, Sacramento, CA 95834, USA

Roger Schneider | Estimator | +1 916-234-3137 | +1 916-234-3137 | rogers@ufi1.com

### General Acknowledgments

<p>Bidder acknowledges that Balfour Beatty- Clark/Sullivan, a Joint Venture is dependent on the bids to establish a GMP with the District/Owner and that Balfour Beatty is reasonably relying on the bids. Therefore, bidder promises that it will not withdraw or unilaterally alter its bid for a period of 90 days after the date set for the opening of the bids. Bidder also acknowledges that if it fails to honor any of the promises in its bid then it is foreseeable that Balfour Beatty will be injured, and therefore bidder will be responsible for any resulting damages to Balfour Beatty, including but not limited to covering the difference for Balfour Beatty to proceed with a different subcontractor.</p>	<p>Yes</p>
<p>By choosing "yes", the Bidder promises and represents that it can and will comply that they cannot add any exclusions, markups, etc. to the subcontract agreement included in the bid docs under Document 01304 Sample Long Form Subcontract or any other contract document listed in the bid manual.</p>	<p>Yes</p>
<p>Are you utilizing any DVBE subcontractors?</p>	<p>No</p>
<p>Is bidder DVBE certified?</p>	<p>No</p>
<p>By choosing "yes", the Bidder promises and represents that they have received notification and will comply with Addendums #1 and #2.</p>	<p>Yes</p>
<p>By choosing "yes", the Bidder promises and represents that it can and will comply with the Project Labor Agreement (PLA) upon award.</p>	<p>Yes</p>
<p>By choosing "yes", the Bidder promises and represents that it can and will comply with the Insurance Requirements for this project upon award.</p>	<p>Yes</p>
<p>Is the bidder prequalified with Balfour Beatty Construction, LLC?</p>	<p>No</p>
<p>By choosing "yes", the Bidder promises and represents that it can and will comply with the Front End and District Documents upon award.</p>	<p>Yes</p>
<p>By choosing "yes", the Bidder promises and represents that it can and will comply with the Bid Package in its entirety; Exhibit B, B1, B2 and B3 upon award.</p>	<p>Yes</p>
<p>Contractors License number?</p>	<p>813425</p>
<p>License Classification?</p>	<p>C-15</p>
<p>DIR Registration number?</p>	<p>1000003729</p>
<p>EMR Rate?</p>	<p>2021 = .79 2022=1.16</p>
<p>By choosing "yes", the Bidder promises and represents that it can and will comply with this project utilizing LCP Tracker upon award.</p>	<p>Yes</p>

---

## SCUSD Chavez-Kemble ES Inc. 1 - Portable Relocation

7495 29th Street, Sacramento, CA 95822, United States of America

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By choosing "yes", the Bidder promises and represents that it can and will comply with this project utilizing Textura (cost to subcontractor .22% of contract value, not to exceed \$5,000) upon award.

Yes

### Bond Information

Performance and Payment Bond Rate - only if total bid is over \$100,000 (Not to be included with bid price above)

2 %

### Certifications

Do you represent a certified minority business?

Yes

### Additional Information

#### Notes

We are Small Business certified but we are waiting for the DGS to get us our new certificate. Ours expired 2/28.



Submitted by Kathy Batman

**\$14,662**

**\$14,662**

Original Proposal, March 16, 2023

Unit Unit Cost Total Cost

\$14,662

Included

YES

YES

YES

YES

YES

YES

YES

YES

Submitted by Michael Halliatt

**\$18,068**

**\$18,068**

Original Proposal, March 16 2023

Unit Unit Cost Total Cost

\$18,068

Included

YES

YES

NO

NO

YES

YES

YES

YES

Submitted by Michelle Pastor

**\$20,117**

**\$20,117**

Revision #2, March 23, 2023

Unit Unit Cost Total Cost

\$20,117

Included

YES

YES

NO

NO

YES

YES

YES

YES

Submitted by Harry Singh

**\$9,158**

**\$5,658**

Original Proposal, March 16, 2023

**INCOMPLETE BID PROPOSAL**

Unit Unit Cost Total Cost

\$5,658

\$3,500

YES

YES

NO

NO

YES

YES

YES

NO

<p>345107 C-45, C-61, D-42 1000000445 0.55</p>	<p>YES</p>	<p>YES</p>	<p>1.50%</p>	<p>YES</p>	<p>BB/CS Note: At post bid interview, subcontractor bid proposal was incomplete. The JV team requested follow up items to confirm a complete bid proposal, subcontractor did not reply with requested deliverables to satisfy a complete scope of work. Subcontractor therefore deemed incomplete and unresponsive.</p>
<p>345057 C61/D42 C45 1000033355 73</p>	<p>YES</p>	<p>YES</p>	<p>2.50%</p>	<p>NO</p>	<p>Development, admin, fabrication and installation of signage. Removal and disposal of existing is excluded. Thanks for the opportunity!</p>
<p>345103 C45 1000006363 0</p>	<p>YES</p>	<p>YES</p>	<p>0.00%</p>	<p>NO</p>	<p></p>
<p>345052 C45 1000048482 0.81</p>	<p>YES</p>	<p>YES</p>	<p>2.00%</p>	<p>NO</p>	<p></p>

## SCUSD Chavez-Kemble ES Inc. 1 - Portable Relocation

7495 29th Street, Sacramento, CA 95822, United States of America

Sent proposal: \$14,661.71

Submitted Mar 16, 2023 at 11:56 AM PDT

**Illuminated Creations Inc dba Ellis & Ellis Sign Systems**

1111 Joellis Way, Sacramento, CA 95815, USA

Kathy Batman | Bid Specialist | +1 916-924-1936 | +1 916-569-3545 | kbatman@ellissigns.com

### General Acknowledgments

<p>Bidder acknowledges that Balfour Beatty- Clark/Sullivan, a Joint Venture is dependent on the bids to establish a GMP with the District/Owner and that Balfour Beatty is reasonably relying on the bids. Therefore, bidder promises that it will not withdraw or unilaterally alter its bid for a period of 90 days after the date set for the opening of the bids. Bidder also acknowledges that if it fails to honor any of the promises in its bid then it is foreseeable that Balfour Beatty will be injured, and therefore bidder will be responsible for any resulting damages to Balfour Beatty, including but not limited to covering the difference for Balfour Beatty to proceed with a different subcontractor.</p>	<p>Yes</p>
<p>By choosing "yes", the Bidder promises and represents that it can and will comply that they cannot add any exclusions, markups, etc. to the subcontract agreement included in the bid docs under Document 01304 Sample Long Form Subcontract or any other contract document listed in the bid manual.</p>	<p>Yes</p>
<p>Are you utilizing any DVBE subcontractors?</p>	<p>Yes</p>
<p>Is bidder DVBE certified?</p>	<p>Yes</p>
<p>By choosing "yes", the Bidder promises and represents that they have received notification and will comply with Addendums #1 and #2.</p>	<p>Yes</p>
<p>By choosing "yes", the Bidder promises and represents that it can and will comply with the Project Labor Agreement (PLA) upon award.</p>	<p>Yes</p>
<p>By choosing "yes", the Bidder promises and represents that it can and will comply with the insurance Requirements for this project upon award.</p>	<p>Yes</p>
<p>Is the bidder prequalified with Balfour Beatty Construction, LLC?</p>	<p>Yes</p>
<p>By choosing "yes", the Bidder promises and represents that it can and will comply with the Front End and District Documents upon award.</p>	<p>Yes</p>
<p>By choosing "yes", the Bidder promises and represents that it can and will comply with the Bid Package in its entirety; Exhibit B, B1, B2 and B3 upon award.</p>	<p>Yes</p>
<p>Contractors License number?</p>	<p>545167</p>
<p>License Classification?</p>	<p>C-45, C-61, D-42</p>
<p>DIR Registration number?</p>	<p>1000000445</p>
<p>EMR Rate?</p>	<p>0.55</p>
<p>By choosing "yes", the Bidder promises and represents that it can and will comply with this project utilizing LCP Tracker upon award.</p>	<p>Yes</p>

---

## SCUSD Chavez-Kemble ES Inc. 1 - Portable Relocation

7495 29th Street, Sacramento, CA 95822, United States of America

---

By choosing "yes", the Bidder promises and represents that it can and will comply with this project utilizing Textura (cost to subcontractor .22% of contract value, not to exceed \$5,000) upon award.

Yes

### Bond Information

Performance and Payment Bond Rate - only if total bid is over \$100,000 (Not to be included with bid price above)

1.50 %

### Certifications

Do you represent a certified minority business?

Yes

### Attachments

 Kemble-Chavez Elementary... (66 KB)

Ellis & Ellis Sign Systems  
P.O. Box 15770 Sacramento, CA 95852  
916-924-1936  
EIN #: 68-0007793

License #: C-45 545167 / DIR # 1000000445  
Tax ID: Resale Lic. SS-KH-28-764785  
www.ellissigns.com

# Quote 15535

Kemble-Chavez Elementary School - Portable Relocation  
Inc. 1 Interim/Temporary Housing

SALES REP INFO Kathy Batman kbatman@ellissigns.com	QUOTE DATE 03/14/2023
	QUOTE EXPIRY DATE 06/30/2023
	TERMS Net 30

ORDERED BY  
Balfour Beatty Construction  
400 Capital Mall, Suite 900  
Sacramento, CA 95814

INSTALL ADDRESS  
7495 29th Street  
Sacramento, CA 95822

CONTACT INFO  
John Koch  
jkoch@balfourbeattyus.com  
+1 209-712-1394

#	ITEM	QTY	UOM	U.PRICE	TOTAL (EXCL. TAX)	TAXABLE
1	<b>Tactile Room ID - Wall Mount</b> 6" x 10" x 1/4" partial in-lay copy, Grade 2 Braille and subsurface paint. Radius corners. Mounts with tamper-proof screws.	26	Unit	\$117.00	\$3,042.00	Y
2	<b>Tactile Exit Sign</b> 4" x 5" x 1/4" partial inlay copy, Grade 2 Braille, border, and subsurface paint. Radius corners. Mounts with tamper-proof screws.	24	Unit	\$68.00	\$1,632.00	Y
3	<b>Restroom Door Sign</b> 12" x 1/4" acrylic with subsurface paint and digital print symbol. Mounts VHB tape and silicone.	6	Unit	\$73.00	\$438.00	Y
4	<b>Tactile Restroom Wall Sign</b> 8" x 8" x 1/4" partial inlay copy, Grade 2 Braille, and subsurface paint. Radius corners. Mounts with tamper-proof screws.	6	Unit	\$121.00	\$726.00	Y
5	<b>Unisex Restroom Door Sign</b> 12" x 1/4" circle with 12" x 1/4" triangle with digital print symbol. Mounts with VHB tape and silicone.	2	Unit	\$106.00	\$212.00	Y
6	<b>Tactile Unisex Wall Sign</b> 9" x 9" x 1/4" partial inlay copy, Grade 2 Braille, and subsurface paint. Radius corners. Mounts with tamper-proof screws.	2	Unit	\$139.00	\$278.00	Y
7	<b>Assistive Listening Sign</b> 8" x 13" x 1/8" acrylic with digital print copy and symbol. Mounts with VHB tape.	23	Unit	\$61.00	\$1,403.00	Y
8	<b>Samples for Submittal</b> Provide full size sample of tactile Room ID sign.	1	Unit	\$220.00	\$220.00	Y
9	<b>Shop Drawings</b> Shop drawings for review and approval.	1	Unit	\$400.00	\$400.00	Y
10	<b>Union Install</b> Union installation.	1	Unit	\$5,580.00	\$5,580.00	N

CUSTOMER NOTE:

Excludes parking signage.

Excludes illuminated exit signs.

Acknowledge Addendums #1 & #2.

STANDARD TERMS AND CONDITIONS

1. In the event there is a conflict between the terms contained in this Proposal and the Customer's own Contract, the terms of this Proposal will prevail. This quotation is valid for ninety (90) days from the date shown on the front, with delivery within one hundred eighty (180) days of said date. This Agreement may be modified only in writing signed by both parties. These terms and conditions supersede all other prior or contemporaneous agreements, and reference to the prices quoted in this Agreement includes by reference the terms and conditions stated herein.

2. Any changes/cancellations shall be paid by Customer on a time and materials basis at rates prevailing at the time rendered. To be binding, change requests or authorizations must be in writing and signed by both parties.

3. Customer shall bear all responsibility for the collection and/or payment of any applicable taxes, installation, crating, or delivery charges unless specifically included in the quotation. Shipments will be freight collect unless otherwise specifically agreed to. All delivery schedules are made in good faith; however, Contractor cannot guarantee timely delivery in all instances. Contractor shall not be responsible for damages, delays, or losses caused by carriers or for fire, accidents, walkouts, strikes, or other causes beyond its control. Contractor assumes no responsibility of safe delivery of goods by a carrier other than its own. Any and all claims for damage or loss shall be filed directly with the appropriate carrier.

4. Graphics shall remain the property of Contractor until paid for in full by Customer. Customer agrees to execute any security agreement or financing statement with respect to graphics supplied by Contractor as may be requested. All rights are reserved in the art work performed by Contractor.

5. Prices are predicated upon fabrications in accordance with our scheduling priorities. Products and services shall be delivered upon completion of individual components or task. Unless specified otherwise, all products and services are to be completed in a single-phase manner. Any items stored by Contractor shall be at the Customer's expense, payment for which shall be due immediately upon completion and delivery of the item in question. Items stored at locations other than those of Contractor shall be at a Customer's risk and not the responsibility of Contractor.

6. Unless otherwise indicated, products, and services quoted do not include acquisition of necessary special permits, bid or performance bonds, zoning variances, use permits, underwriter's label, A. N. S. I. requirements, or permission under any other permit, zoning, or other local regulations. To the extent that any of these are required, Customer shall acquire them or authorize Contractor to do so by a written change order or separate quotation.

7. Prices are net ten (10) days. Account balances over ten (10) days past due shall be assessed a one and one-half percent (1 1/2%) monthly late charge, together with a one-quarter percent (1/4%) processing and bookkeeping fee. In the event Contractor engages a collection agency or attorney to assist in the collections of sums from Customer, or in the event of any other dispute under this Agreement, the prevailing party in such dispute shall be entitled to recover from the losing party its reasonable attorney's fees and costs incurred, over and above any other damages or awards obtained. The parties choose as the jurisdiction for resolving all disputes be the County of Sacramento, State of California.

8. Contractor shall not be responsible for any of the following:  
 (1) Primary electrical circuitry from source to graphic. (2) Inaccuracies or inadequacies of information provided by Customer; (3) Changes in price due to a request by Customer to use other than standard type styles, colors, and finishes; (4) Delays due to occurrences out of the control of Contractor. (5) Increase in installation charges due to more than one single trip to the job site; additional trips required for reasons not under the control of Contractor shall be added to the invoice on a time and materials basis at then prevailing rates; (6) Changes required due to soil conditions, architectural elements, or building conditions; (7) Additional expenses incurred because access to installation area is other than under normal conditions; (8) Installation of exterior sign elements below grade other than in normal sandy-clay soil conditions, free of obstructions; (9) Additional costs or delays occasioned by unforeseen underground obstacles, underground utilities, problems with location or lack of proper permits, inaccessibility of installation site, or other geographical or physical conditions not within the control of Contractor; (10) Repair or replacement of damage to landscape occurring in the normal installation of exterior signs; (11) Illumination of signs other than by standard 120 volt 60 Hz current; (12) Additional charges for mounting fasteners; (13) Modification, removal, or storage of existing graphics or architectural features; (14) Inaccuracies or inadequacies of drawings submitted for installation of all items.

9. Contractor reserves the right to modify, without notice, any and all construction fabrication or installation, provided it does not significantly affect the aesthetics or structural integrity of the product or increase the price to Customer.

10. Contractor guarantees work against faulty workmanship or defective materials for twelve (12) months from delivery. Except for normal wear and tear, Contractor shall not be responsible for acts of vandalism, climatic conditions, or abuse of care of the work.

11. ALL IMPLIED WARRANTIES OF FITNESS OR MERCHANTABILITY ARE SPECIFICALLY EXCLUDED. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THOSE SPECIFICALLY INCLUDED IN THE PRECEDING PARAGRAPHS. CUSTOMER'S DAMAGES ARE LIMITED, IN ANY EVENT, WITH REGARD TO REPLACEMENT OR REPAIR OF DEFECTIVE WORK OR MATERIAL. IN NO EVENT SHALL CUSTOMER BE ENTITLED TO RECOVER CONSEQUENTIAL OR OTHER DAMAGES FOR PERSONAL INJURY, PROPERTY LOSS, LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF TRADE, LOSS OF CUSTOMERS, LATE DELIVERY, OR INSTALLATION.

12. In the event Customer is in default of the payment of any sums due or other conditions of this Agreement, or under the terms and conditions of any other contract Customer may have with Contractor, Contractor may, at its sole option, defer performance under this Agreement until said default is remedied in full, or Contractor may enter upon any premises where the merchandise contracted for herein may have been installed and remove the same therefrom, with or without notice, and without liability on its part. Termination or suspension of this Agreement, or the retaking of materials under the terms of this paragraph, shall not prejudice nor constitute a waiver on the part of Contractor of a claim for the price of labor and materials furnished or for damages.

Contractors are required by law to be licensed and regulated by the Contractor's State License Board. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, 9835 Goethe Road, Sacramento, CA 95827. Mailing Address: P.O. Box 26000, Sacramento, CA 95826.

<b>Subtotal:</b>	<b>\$13,931.00</b>
<b>Sales Tax (8.75%):</b>	<b>\$730.71</b>
<b>Total:</b>	<b>\$14,661.71</b>

SIGNATURE:

DATE:

# SCUSD Chavez-Kemble ES Inc. 1 - Portable Relocation

7495 29th Street, Sacramento, CA 95822, United States of America

Sent proposal: \$18,068

Submitted Mar 16, 2023 at 1:33 PM PDT

**Lahue and Associates**

2280 Palou Avenue, San Francisco, CA 94124, USA

Michael Hallatt | Sales and Project Management | +1 415-206-9136 ext. 101 | +1 415-686-9393 | michael@lahueandassociates.com

## General Acknowledgments

Bidder acknowledges that Balfour Beatty- Clark/Sullivan, a Joint Venture is dependent on the bids to establish a GMP with the District/Owner and that Balfour Beatty is reasonably relying on the bids. Therefore, bidder promises that it will not withdraw or unilaterally alter its bid for a period of 90 days after the date set for the opening of the bids. Bidder also acknowledges that if it fails to honor any of the promises in its bid then it is foreseeable that Balfour Beatty will be injured, and therefore bidder will be responsible for any resulting damages to Balfour Beatty, including but not limited to covering the difference for Balfour Beatty to proceed with a different subcontractor.	Yes
By choosing "yes", the Bidder promises and represents that it can and will comply that they cannot add any exclusions, markups, etc. to the subcontract agreement included in the bid docs under Document 01304 Sample Long Form Subcontract or any other contract document listed in the bid manual.	Yes
Are you utilizing any DVBE subcontractors?	No
Is bidder DVBE certified?	No
By choosing "yes", the Bidder promises and represents that they have received notification and will comply with Addendums #1 and #2.	Yes
By choosing "yes", the Bidder promises and represents that it can and will comply with the Project Labor Agreement (PLA) upon award.	Yes
By choosing "yes", the Bidder promises and represents that it can and will comply with the Insurance Requirements for this project upon award.	Yes
Is the bidder prequalified with Balfour Beatty Construction, LLC?	Yes
By choosing "yes", the Bidder promises and represents that it can and will comply with the Front End and District Documents upon award.	Yes
By choosing "yes", the Bidder promises and represents that it can and will comply with the Bid Package in its entirety; Exhibit B, B1, B2 and B3 upon award.	Yes
Contractors License number?	928827
License Classification?	C61/D42 C45
DIR Registration number?	1000033355
EMR Rate?	73
By choosing "yes", the Bidder promises and represents that it can and will comply with this project utilizing LCP Tracker upon award.	Yes

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## SCUSD Chavez-Kemble ES Inc. 1 - Portable Relocation

7495 29th Street, Sacramento, CA 95822, United States of America

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By choosing "yes", the Bidder promises and represents that it can and will comply with this project utilizing Textura (cost to subcontractor .22% of contract value, not to exceed \$5,000) upon award.

Yes

### Bond Information

Performance and Payment Bond Rate - only if total bid is over \$100,000 (Not to be included with bid price above)

2.50 %

### Certifications

Do you represent a certified minority business?

No

### Additional Information

#### Notes

Development, admin, fabrication and installation of signage.  
Removal and disposal of existing is excluded.

Thanks for the opportunity!

### Attachments

 LaHue\_SCUSD Signage Ph... (136 KB)





LaHue and Associates  
 2280 Palou Avenue  
 San Francisco, CA 94124  
 (415) 206-9136

Signage Package for SCUSD portable relocation Phase 1  
 prepared for Balfour Beatty

Areas A-E

Date: 3.14.2023  
 Invoice:  
 Through

A	B	C	D	E	F	G	H	I
Location	Description of work	Quantity	Unit Cost	Subtotal	Sales tax	Installation	Work Completed	
Sign Type:								
5	Functional Rm Sign Tactile (Rm ID)	27	135.00	3,645.00	391.84	1,215.00		
6	T24 & ADA Restroom Set	7	210.00	1,470.00	158.03	315.00		
7	Assisted Listening	25	185.00	4,625.00	497.19	1,125.00		
E	Exit	19	135.00	2,565.00	275.74	855.00		
				12,305.00	1,322.79	3,510.00		
	Shop Drawings & Admin			930.00				
							<b>Total:</b>	<b>\$ 18,067.79</b>

\*Removal & Disposal of existing signs excluded  
 \*All signs specified as non-glare acrylic

## SCUSD Chavez-Kemble ES Inc. 1 - Portable Relocation

7495 29th Street, Sacramento, CA 95822, United States of America

Sent proposal revision #2: \$20,116.85

Submitted Mar 23, 2023 at 9:59 AM PDT

**Specialized Graphics, Inc.**

3951 Industrial Way, Bldg A, Concord, CA 94520, USA



Michelle Pastor | Project Manager | +1925-680-0265 ext. 124 | mpastor@sgsignage.com

### General Acknowledgments

<p>Bidder acknowledges that Balfour Beatty- Clark/Sullivan, a Joint Venture is dependent on the bids to establish a GMP with the District/Owner and that Balfour Beatty is reasonably relying on the bids. Therefore, bidder promises that it will not withdraw or unilaterally alter its bid for a period of 90 days after the date set for the opening of the bids. Bidder also acknowledges that if it fails to honor any of the promises in its bid then it is foreseeable that Balfour Beatty will be injured, and therefore bidder will be responsible for any resulting damages to Balfour Beatty, including but not limited to covering the difference for Balfour Beatty to proceed with a different subcontractor.</p>	<p>Yes</p>
<p>By choosing "yes", the Bidder promises and represents that it can and will comply that they cannot add any exclusions, markups, etc. to the subcontract agreement included in the bid docs under Document 01304 Sample Long Form Subcontract or any other contract document listed in the bid manual.</p>	<p>Yes</p>
<p>Are you utilizing any DVBE subcontractors?</p>	<p>No</p>
<p>Is bidder DVBE certified?</p>	<p>No</p>
<p>By choosing "yes", the Bidder promises and represents that they have received notification and will comply with Addendums #1 and #2.</p>	<p>Yes</p>
<p>By choosing "yes", the Bidder promises and represents that it can and will comply with the Project Labor Agreement (PLA) upon award.</p>	<p>Yes</p>
<p>By choosing "yes", the Bidder promises and represents that it can and will comply with the Insurance Requirements for this project upon award.</p>	<p>Yes</p>
<p>Is the bidder prequalified with Balfour Beatty Construction, LLC?</p>	<p>Yes</p>
<p>By choosing "yes", the Bidder promises and represents that it can and will comply with the Front End and District Documents upon award.</p>	<p>Yes</p>
<p>By choosing "yes", the Bidder promises and represents that it can and will comply with the Bid Package in its entirety; Exhibit B, B1, B2 and B3 upon award.</p>	<p>Yes</p>
<p>Contractors License number?</p>	<p>967185</p>
<p>License Classification?</p>	<p>C45</p>
<p>DIR Registration number?</p>	<p>1000006363</p>
<p>EMR Rate?</p>	<p>0</p>
<p>By choosing "yes", the Bidder promises and represents that it can and will comply with this project utilizing LCP Tracker upon award.</p>	<p>Yes</p>

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## SCUSD Chavez-Kemble ES Inc. 1 - Portable Relocation

7495 29th Street, Sacramento, CA 95822, United States of America

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By choosing "yes", the Bidder promises and represents that it can and will comply with this project utilizing Textura (cost to subcontractor .22% of contract value, not to exceed \$5,000) upon award. Yes

### Bond Information

Performance and Payment Bond Rate - only if total bid is over \$100,000 (Not to be included with bid price above) 0 %

### Certifications

Do you represent a certified minority business? No

### Attachments

 230316 - Chaves Kemble - S... (244 KB)

 230316v2 - Chaves Kemble... (246 KB)

Balfour Beatty

ATTN: jkoch@balfourbeattyus.com

PM: Michelle Pastor

Terms: Upon Receipt

ETA: Upon design approval 6-8 weeks

BUILDING	JOB DESCRIPTION	REQUEST DATE
SCUSD Chavez-Kemble ES Inc. 1	ADA/Code Signage	

QTY	SIGN TYPES/DESCRIPTION	UNIT	TOTAL
	LOCATION: 7495 29th Street, Sacramento, CA 95822		
25	RID • Room ID (Number or Permanent Name)	\$155.00	\$3,875.00
6	RRW • Restroom Wall Sign	\$175.00	\$1,050.00
6	RRD • Restroom Door Sign (Men/Women)	\$250.00	\$1,500.00
23	ALS • Assistive Listening System Sign	\$165.00	\$3,795.00

*Quote based on acrylic design with integrated tactile copy and CA Grade II Braille*

**ADD ALTERNATE:** Design Fee      Unit Price      Install Cost      Extended Price w/Tax

**\*\*\*Production Layouts will be provided upon approval of cost & terms. Production layouts must be approved prior to fabrication\*\*\***

**Labor rate assumes non-prevailing wage at regular hours**

**Permits additional if applicable**

**All Quantities Estimated / Final Quantities TBD**

**Samples available at cost**

**Note: Removal of existing signage by others unless included in quote**  
**Note: Two submittal revisions included, additional revisions may incur costs**  
**Note: Includes (1) mobilization/phase, additional visits will incur costs**

<b>8.750%</b>	<b>Sub-Total:</b>	<u>\$10,220.00</u>
	<b>Tax:</b>	\$894.25
	<b>Site Survey/Installation:</b>	\$3,050.00
	<b>Construction Documentation:</b>	\$500.00
	<b>Admin/Project Management:</b>	<u>\$500.00</u>
	<b>Total:</b>	\$15,164.25

**Quote is valid for 90 days**

**Approve from email received per terms and conditions**

LIC# 967185 | DIR# 1000006363

Specialized Graphics, Inc. | 3951 Industrial Way | Bldg. A | Concord | CA | 94520

T 925 680.0265 | F 925 689.2405 | E proposals@sgsignage.com

Balfour Beatty

ATTN: jkoch@balfourbeattyus.com

PM: Michelle Pastor

Terms: Upon Receipt

ETA: Upon design approval 6 -8 weeks

BUILDING	JOB DESCRIPTION	REQUEST DATE
SCUSD Chavez-Kemble ES Inc. 1	ADA/Code Signage	

QTY	SIGN TYPES/DESCRIPTION	UNIT	TOTAL
LOCATION:7495 29th Street, Sacramento, CA 95822			
25	RID • Room ID (Number or Permanent Name)	\$155.00	\$3,875.00
6	RRW • Restroom Wall Sign	\$175.00	\$1,050.00
6	RRD • Restroom Door Sign (Men/Women)	\$250.00	\$1,500.00
23	ALS • Assistive Listening System Sign	\$165.00	\$3,795.00
25	EXT • Exit Sign	\$125.00	\$3,125.00

*Quote based on acrylic design with integrated tactile copy and CA Grade II Braille*

ADD ALTERNATE:	Design Fee	Unit Price	Install Cost	Extended Price w/Tax
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\*\*\*Production Layouts will be provided upon approval of cost & terms. Production layouts must be approved prior to fabrication\*\*\*

Permits additional if applicable  
Samples available at cost

Note: Removal of existing signage by others unless included in quote  
Note: Two submittal revisions included, additional revisions may incur costs  
Note: Includes (1) mobilization/phase, additional visits will incur costs

<b>Sub-Total:</b>	\$13,345.00
<b>8.750% Tax:</b>	\$1,167.69
<b>Site Survey/PLA Installation:</b>	\$4,354.17
<b>Construction Documentation:</b>	\$625.00
<b>Admin/Project Management:</b>	\$625.00
<b>Total:</b>	\$20,116.85

Quote is valid for 90 days

LIC# 967185 | DIR# 1000006363

Approve from email received per terms and conditions

Specialized Graphics, Inc. | 3951 Industrial Way | Bldg. A | Concord | CA | 94520

T 925 680.0265 | F 925 689.2405 | E proposals@sgsignage.com

# SCUSD Chavez-Kemble ES Inc. 1 - Portable Relocation

7495 29th Street, Sacramento, CA 95822, United States of America

Sent proposal: \$5,658

Submitted Mar 16, 2023 at 1:22 PM PDT

**SJP Signs, Inc.**

1752 Junction Ave, Suite#C, San Jose, CA 95112, USA

Harry Singh | President and Owner | +1 408-971-6643 | bids@sjsigns.com

## General Acknowledgments

Bidder acknowledges that Balfour Beatty- Clark/Sullivan, a Joint Venture is dependent on the bids to establish a GMP with the District/Owner and that Balfour Beatty is reasonably relying on the bids. Therefore, bidder promises that it will not withdraw or unilaterally alter its bid for a period of 90 days after the date set for the opening of the bids. Bidder also acknowledges that if it fails to honor any of the promises in its bid then it is foreseeable that Balfour Beatty will be injured, and therefore bidder will be responsible for any resulting damages to Balfour Beatty, including but not limited to covering the difference for Balfour Beatty to proceed with a different subcontractor.	Yes
By choosing "yes", the Bidder promises and represents that it can and will comply that they cannot add any exclusions, markups, etc. to the subcontract agreement included in the bid docs under Document 01304 Sample Long Form Subcontract or any other contract document listed in the bid manual.	Yes
Are you utilizing any DVBE subcontractors?	No
Is bidder DVBE certified?	No
By choosing "yes", the Bidder promises and represents that they have received notification and will comply with Addendums #1 and #2.	Yes
By choosing "yes", the Bidder promises and represents that it can and will comply with the Project Labor Agreement (PLA) upon award.	Yes
By choosing "yes", the Bidder promises and represents that it can and will comply with the Insurance Requirements for this project upon award.	Yes
Is the bidder prequalified with Balfour Beatty Construction, LLC?	No
By choosing "yes", the Bidder promises and represents that it can and will comply with the Front End and District Documents upon award.	Yes
By choosing "yes", the Bidder promises and represents that it can and will comply with the Bid Package in its entirety; Exhibit B, B1, B2 and B3 upon award.	Yes
Contractors License number?	945852
License Classification?	C45
DIR Registration number?	1000048482
EMR Rate?	0.81
By choosing "yes", the Bidder promises and represents that it can and will comply with this project utilizing LCP Tracker upon award.	Yes

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## SCUSD Chavez-Kemble ES Inc. 1 - Portable Relocation

7495 29th Street, Sacramento, CA 95822, United States of America

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By choosing "yes", the Bidder promises and represents that it can and will comply with this project utilizing Textura (cost to subcontractor .22% of contract value, not to exceed \$5,000) upon award. Yes

### Bond Information

Performance and Payment Bond Rate - only if total bid is over \$100,000 (Not to be included with bid price above) 2 %

### Certifications

Do you represent a certified minority business? No

### Additional Information

#### Notes

#### Attachments

 SCUSD Chavez-Kemble ES ... (64 KB)



**SJP Signs, Inc.**

1752 Junction Avenue, Suite C, San Jose, CA 95112

CSLB: C45-945852 DIR#: 1000048482

Contact: Len Swami

(408)-680-2251 Ext. 106.

[bids@sipsigns.com](mailto:bids@sipsigns.com)

Web: <http://www.sipsigns.com>

Date: 3/16/2023

Project: SCUSD Chavez-Kemble ES Inc. 1 - Portable Relocation

Address: 7495 29TH ST SACRAMENTO, CA 95822

Ref.	Details	Sign Types	Count
		Permanent Room Sign	24
		Restroom Door Sign	2
		Restroom Wall Sign	2
		Assistive Listening Sign	22
		Exit Sign	2
<b>Interior Code &amp; Wayfinding Signage MATERIAL ONLY</b>			<b>\$3,480</b>
<b>Interior Code &amp; Wayfinding Signage W/ INSTALL</b>			<b>\$5,658</b>

**NOTES:**

1. Addendums 1 & 2 are acknowledged
2. ALL signs are quoted per the specifications provided
3. Includes shop drawings and mockups for review and approval, as required
4. Illuminated Exit signs are NOT included
5. Parking sign to be provided by others and is NOT included in our bid
6. Prevailing wage work is quoted
7. Regular business hours work is quoted
8. Includes all warranties



**Bid Proposal: Signage**

**SCUSD Chavez-Kemble ES Inc. 1 - Portable Relocation**

7495 29th Street, Sacramento, CA 95822, United States of America

Sent proposal: \$7,708.13

Submitted Mar 10, 2023 at 12:56 PM PST

**Capital City Signs Inc.**

4807 Auburn Blvd, Sacramento, CA 95841, USA

Raquel Namba | Operations Manager | +1 916-348-9378 ext. 1005 | raquel@ccssac.com

**Additional Information**

**Notes**

SCOPE: SIGNAGE

\*All signage to be adhered to wall surfaces with D/S

Tape & Silicone.

\*ANY SIGNAGE missed from bid plans/ not listed below is additional. Please review closely to ensure accuracy.

**Attachments**

 Estimate 48604 (2).pdf (68 KB)

Capital City Signs  
 4807 Auburn Blvd.  
 Sacramento, CA 95841 US  
 +1 9163489378  
 admin@ccssac.com  
 www.ccssac.com



# Estimate

**ADDRESS**  
 Balfour Beatty

**SHIP TO**  
 Balfour Beatty

**ESTIMATE #** 48604  
**DATE** 03/09/2023  
**EXPIRATION DATE** 04/06/2023

**REP**  
 RMSN

**TERMS**  
 DUE on RECEIPT

ITEM/ SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
	SACRAMENTO CITY UNIFIED SCHOOL DISTRICT KEMBLE-CHAVEZ ELEMENTARY SCHOOL INCREMENT 1 - PORTABLE RELOCATION			
	SCOPE: SIGNAGE *All signage below to be adhered to wall surfaces with D/S Tape & Silicone.			
	*ANY SIGNAGE missed from bid plans/ not listed below is additional. Please review closely to ensure accuracy.			
Layout / Artwork	Layout and Setup- This includes one layout and three revisions.	1	250.00	250.00
	Artwork- There will be an additional artwork charge unless vector formats are provided (.ai, .eps)			
ADA - Engraving	PERMANENT ROOM ID SIGNS 4" TALL x 8" WIDE 1/8" THICK ENGRAVE PLASTIC TACTILE RAISED TEXT GRADE 2 BRAILLE	24	20.80	499.20T
	SIGNS FROM PLANS: (2) QTY: ADMIN CR 1 THROUGH CR 18 CR 37 CR 36 CR 42 CR 41			
ADA - Restroom	RESTROOM WALL SIGNS 9" TALL x 9" WIDE 1/8" THICK ENGRAVE PLASTIC TACTILE RAISED TEXT GRADE 2 BRAILLE	6	52.65	315.90T

50% non-refundable deposit required to initiate order. Payments made via CC are subject to 3% fee. This estimate is valid for 15 days, prices are based upon available information given at the time and are subject to change.

ITEM/ SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
	PICTOGRAMS AREA MIN 6" TALL			
	SIGNS FROM PLANS: (2) QTY: BOYS (2) QTY: GIRLS (2) QTY: STAFF			
ADA - Restroom	RESTROOM DOOR SIGNS 12" TALL x 12" TALL OVERALL 1/4" THICK 1/8" CIRCLE WITH 1/8" TRIANGLE SUPERIMPOSED	6	97.20	583.20T
	CHAMFERED / EASED EDGES (1/6" MIN) CONTRASTING PICTOGRAMS			
ADA - Engraving	ASSISTIVE LISTENING SIGNS 8" TALL x 13" WIDE 1/8" THICK ENGRAVE PLASTIC TACTILE RAISED TEXT GRADE 2 BRAILLE	22	67.60	1,487.20T
Labor	**PREVAILING WAGE LABOR RATE ** (58) SIGNS 2 TECHS ONSITE	1	4,349.00	4,349.00

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SUBTOTAL	7,484.50
TAX	223.63
<b>TOTAL</b>	<b>\$7,708.13</b>

Accepted By

Accepted Date

50% non-refundable deposit required to initiate order. Payments made via CC are subject to 3% fee. This estimate is valid for 15 days, prices are based upon available information given at the time and are subject to change.

amps		\$75,000		
DSA PC Shade Structures	Included Intech Mechanical	\$119,800		
		\$3,640		

<b>S</b>				
Provide full installation of assembly.		\$0		\$0
<b>bid Total</b>		<b>\$562,455</b>		<b>\$20,351</b>

**CKNOWLEDGMENTS**

<p>Wedges that Balfour Beatty- a Joint Venture is dependent on establish a GMP with the r and that Balfour Beatty is lying on the bids. Therefore, bidder it will not withdraw or unilaterally r a period of 90 days after the date aning of the bids. Bidder also s that if it fails to honor any of the s bid then it is foreseeable that / will be injured, and therefore responsible for any resulting alfour Beatty, including but not aring the difference for Balfour eed with a different subcontractor.</p>	YES		N/A	N/A
<p>"yes", the Bidder promises and at it can and will comply that they ry exclusions, markups, etc. to the reement included in the bid docs ent 01304 Sample Long Form r any other contract document d manual.</p>	YES		N/A	N/A
<p>ng any DVBE subcontractors?</p>	YES		N/A	N/A
<p>IE certified?</p>	YES		N/A	N/A
<p>yes", the Bidder promises and at they have received notification ly with Addendums #1 and #2.</p>	YES		N/A	N/A
<p>yes", the Bidder promises and at it can and will comply with the Agreement (PLA) upon award.</p>	YES		N/A	N/A
<p>yes", the Bidder promises and at it can and will comply with the uirements for this project upon</p>	YES		N/A	N/A
<p>orequalified with Balfour Beatty LLC?</p>	YES		N/A	N/A
<p>yes", the Bidder promises and at it can and will comply with the J District Documents upon award.</p>	YES		N/A	N/A
<p>yes", the Bidder promises and at it can and will comply with the Bid s entirety; Exhibit B, B1, B2 and B3</p>	YES		N/A	N/A
<p>icense number?</p>	B697442			
<p>ification?</p>	N/A			
<p>ion number?</p>	1000012387			
<p>N/A</p>				
<p>yes", the Bidder promises and at it can and will comply with this g LCP Tracker upon award.</p>	YES		N/A	N/A
<p>yes", the Bidder promises and at it can and will comply with this g Textura (cost to subcontractor act value, not to exceed \$5,000)</p>	YES		N/A	N/A

<b>RMATION</b>				
and Payment Bond Rate - only if er \$100,000 (Not to be included above)		1.00%		



Toll Free: 888-867-2360  
 Fax: 951-213-3997  
 www.tmpservices.com

Corporate Office 2929 Kansas Ave. Riverside, CA 92507	Northern California Manufacturing Stockton, CA
License No.: B697442 DIR No. 1000012387	

# PROPOSAL

DATE	PROPOSAL #
3/14/2023	52488

**TMP HAS RAMPED UP TO ROBOTICS!!**

<b>CUSTOMER</b>
Balfour Beatty Construction 400 Capitol Mall, Suite 900 Sacramento, CA 95814



P.O. NO.	TERMS	REP	Contact	Project
	Prepaid	BC	John Koch	Kemble Chavez ES Relo Proj...

DESCRIPTION	QTY	RATE	Total
<b>Preliminary Budgetary Material / Delivery - Revised 3/27/2023</b> * Make 4' wide steps 8' wide (by using (2) 4' wide per PC) <b>Group 1 (Bldg 4,5,6,8)</b> Galvanized Steel: Under 30" Design, 7'x198' Common Landing, w/ (2) 5'x6' Landing, (2) 4'x1' Level Landing, (2) 4'x18' Ramp with Integrated Toe	1	76,704.00	76,704.00T
Galvanized Steel: Under 30" Design, 18" (TBD) Step Attachment @ 4' Wide w/ 4'x1' Level Landing	4	842.00	3,368.00T
Pressure Treated Wood Pads (required for dirt, grass, or gravel)	174	9.00	1,566.00T
<b>Group 2 (Bldg 2, 12, 13, 14, Admin)</b> Galvanized Steel: Under 30" Design, 7'x238' Common Landing - Front, w/ (2) 7'x40' Landings - Sides, (3) 5'x6' Landing, (3) 4'x1' Level Landing, (3) 4'x18' Ramp with Integrated Toe	1	122,112.00	122,112.00T
Galvanized Steel: Under 30" Design, 18" (TBD) Step Attachment @ 4' Wide w/ 4'x1' Level Landing	4	842.00	3,368.00T
Pressure Treated Wood Pads (required for dirt, grass, or gravel)	448	9.00	4,032.00T
<b>Group 3 ( Bldg 9, 10, 11)</b> Galvanized Steel: Under 30" Design, 7'x119' Common Landing - Front, 7'x40' Common Landing - Side, w/ (2) 5'x6' Landing, (2) 4'x1' Level Landing, (2) 4'x18' Ramp with Integrated Toe	1	63,600.00	63,600.00T
Pressure Treated Wood Pads (required for dirt, grass, or gravel)	136	9.00	1,224.00T
<b>Group 4 (Bldg P06, P05, P09)</b>			

Signature



Toll Free: 888-867-2360  
 Fax: 951-213-3997  
 www.tmpservices.com

Corporate Office 2929 Kansas Ave. Riverside, CA 92507	Northern California Manufacturing Stockton, CA
License No.: B697442 DIR No. 1000012387	

# PROPOSAL

DATE	PROPOSAL #
3/14/2023	52488

**TMP HAS RAMPED UP TO ROBOTICS!!**

CUSTOMER
Balfour Beatty Construction 400 Capitol Mall, Suite 900 Sacramento, CA 95814



P.O. NO.	TERMS	REP	Contact	Project
	Prepaid	BC	John Koch	Kemble Chavez ES Relo Proj...

DESCRIPTION	QTY	RATE	Total
Galvanized Steel: Under 30" Design, 7'x124' Common Landing, w/ 5'x6' Landing, 4'x1' Level Landing, 4'x18' Ramp with Integrated Toe	1	46,752.00	46,752.00T
Galvanized Steel: Under 30" Design, 18" (TBD) Step Attachment @ 4' Wide w/ 4'x1' Level Landing	2	842.00	1,684.00T
Pressure Treated Wood Pads (required for dirt, grass, or gravel)	242	9.00	2,178.00T
---			
Delivery via Common Carrier - Flatbed (Riverside To Sacramento - customer to provide forklift for offloading)	2	2,400.00	4,800.00
Admin Fees (Texterra as required)	1	785.00	785.00
Quotation is based on threshold heights, and ramp configuration as per TMP Drawings, specifications and square footage listed above. MATERIALS ONLY.		0.00	0.00T
Any variation in these items will result in a price change.			
Manufactured to meet ADA , IBC, and CBC requirements.			
Price does not include: -SKIRTING -FLASHING MATERIAL -ANCHORING -GROUNDING - DEMO OF EXISTING STRUCTURES (If applicable)			
Transition from end of ramp to grade and 72" bottom			

Signature



Toll Free: 888-867-2360  
 Fax: 951-213-3997  
 www.tmpservices.com

Corporate Office 2929 Kansas Ave. Riverside, CA 92507	Northern California Manufacturing Stockton, CA
License No.: B697442 DIR No. 1000012387	

# PROPOSAL

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P.O. NO.	TERMS	REP	Contact	Project
	Prepaid	BC	John Koch	Kemble Chavez ES Relo Proj...

DESCRIPTION	QTY	RATE	Total
<p>landing by others.</p> <p>TMP is not responsible for cutting doors or providing transition thresholds from finished floor or building to landing surface.</p> <p>If stairs are required, Customer is responsible to bring grade to first riser of step into compliance. Steps are built in 7" increments</p> <p>Bonding and Waiver of Subrogation not included.</p> <p>Any required permits, city licensing or inspections are at project owner's expense.</p> <p>Any in-house inspections will require a minimum 6-8 week manufacturing lead time, lead time varies per project and per inspector requirements.</p> <p>Any modification to TMP product voids warranty.</p> <p>By signing and returning proposal and/or purchase order, customer agrees to all material costs listed above.</p> <p>Proposal Valid for 30 days Sales Tax</p>		9.75%	31,842.33
			\$364,015.33

Signature \_\_\_\_\_

**SCUSD Chavez-Kemble ES Inc. 1 - Portable Relocation**

7495 29th Street, Sacramento, CA 95822, United States of America

Sent proposal revision #2: \$364,015.33

Submitted Mar 27, 2023 at 2:46 PM PDT

**TMP Services**

2929 Kansas Avenue, Riverside, CA 92507 US

Bill Cunningham | Sales Manager | +1 951-213-3904 | bill@tmpservices.com

**Alternates**

Alternate #1: Provide full installation of assembly. \$0

**General Acknowledgments**

Bidder acknowledges that Balfour Beatty- Clark/Sullivan, a Joint Venture is dependent on the bids to establish a GMP with the District/Owner and that Balfour Beatty is reasonably relying on the bids. Therefore, bidder promises that it will not withdraw or unilaterally alter its bid for a period of 90 days after the date set for the opening of the bids. Bidder also acknowledges that if it fails to honor any of the promises in its bid then it is foreseeable that Balfour Beatty will be injured, and therefore bidder will be responsible for any resulting damages to Balfour Beatty, including but not limited to covering the difference for Balfour Beatty to proceed with a different subcontractor. Yes

By choosing "yes", the Bidder promises and represents that it can and will comply that they cannot add any exclusions, markups, etc. to the subcontract agreement included in the bid docs under Document 01304 Sample Long Form Subcontract or any other contract document listed in the bid manual. Yes

Are you utilizing any DVBE subcontractors? Yes

Is bidder DVBE certified? Yes

By choosing "yes", the Bidder promises and represents that they have received notification and will comply with Addendums #1 and #2. Yes

By choosing "yes", the Bidder promises and represents that it can and will comply with the Project Labor Agreement (PLA) upon award. Yes

By choosing "yes", the Bidder promises and represents that it can and will comply with the Insurance Requirements for this project upon award. Yes

Is the bidder prequalified with Balfour Beatty Construction, LLC? Yes

By choosing "yes", the Bidder promises and represents that it can and will comply with the Front End and District Documents upon award. Yes

By choosing "yes", the Bidder promises and represents that it can and will comply with the Bid Package in its entirety; Exhibit B, B1, B2 and B3 upon award. Yes

Contractors License number? B697442

License Classification? N/A

DIR Registration number? 1000012387



## SCUSD Chavez-Kemble ES Inc. 1 - Portable Relocation

7495 29th Street, Sacramento, CA 95822, United States of America

EMR Rate?

N/A

By choosing "yes", the Bidder promises and represents that it can and will comply with this project utilizing LCP Tracker upon award.

Yes

By choosing "yes", the Bidder promises and represents that it can and will comply with this project utilizing Textura (cost to subcontractor .22% of contract value, not to exceed \$5,000) upon award.

Yes

### Bond Information

Performance and Payment Bond Rate - only if total bid is over \$100,000 (Not to be included with bid price above)

3

%

### Certifications

Do you represent a certified minority business?

No

### Additional Information

#### Notes

TMP Services is Materials Only.

This price is for materials and delivery to site only.

(Offloading by others)

\* This revision was to address the (1) 4' wide steps to (2) 4' wide steps next to each other to make 8' wide using our PC Components, Required Wood Pads for installation on gravel, and updated Tax rate to Sacramento.

### Attachments

 2019 DSA Steel PC.pdf (4.1 MB)

 Kemble Chavez ES - Prelimi... (8.6 MB)

 Kemble Chavez Revised 3-2... (1.8 MB)

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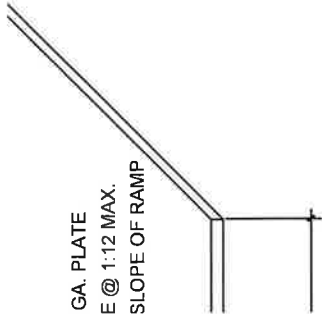
**PC  
ACCESSIBLE RAMPS/  
LANDINGS/STAIRS**

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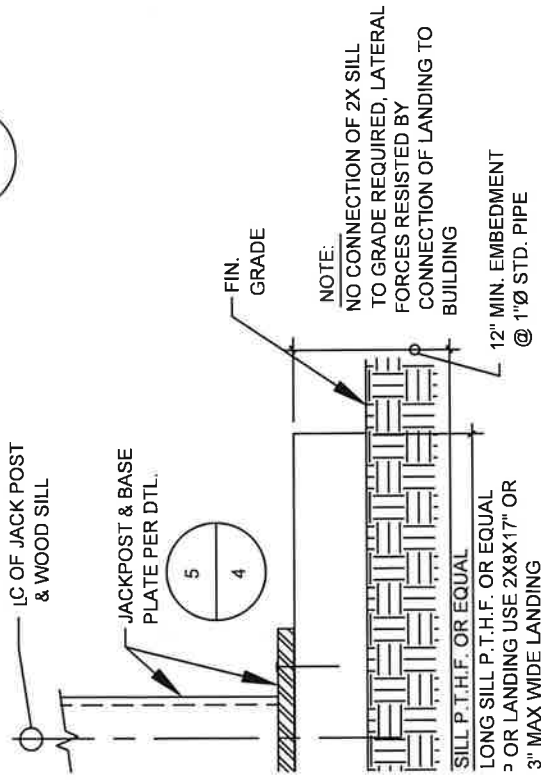
**STATE OF CALIFORNIA -**

**COMMUNICATIONS**



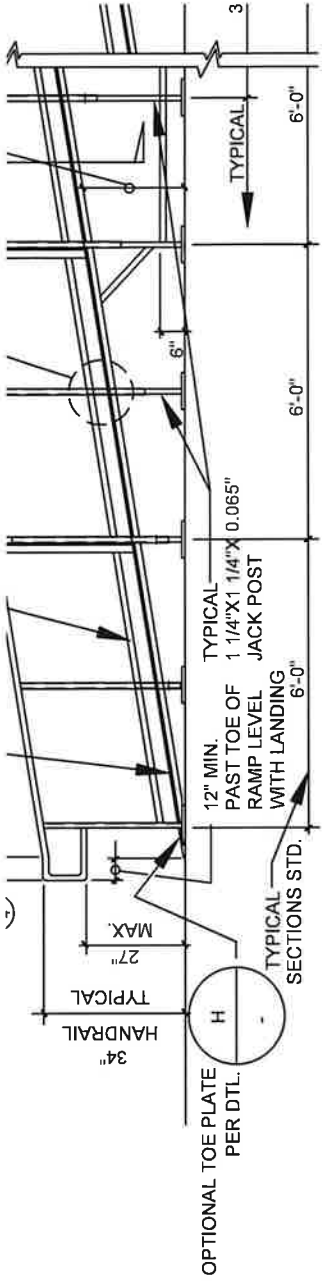
NOTE

H



WOOD SILLS  
 POST TO GRADE  
 ONCRETE OR  
 DOES NOT

J

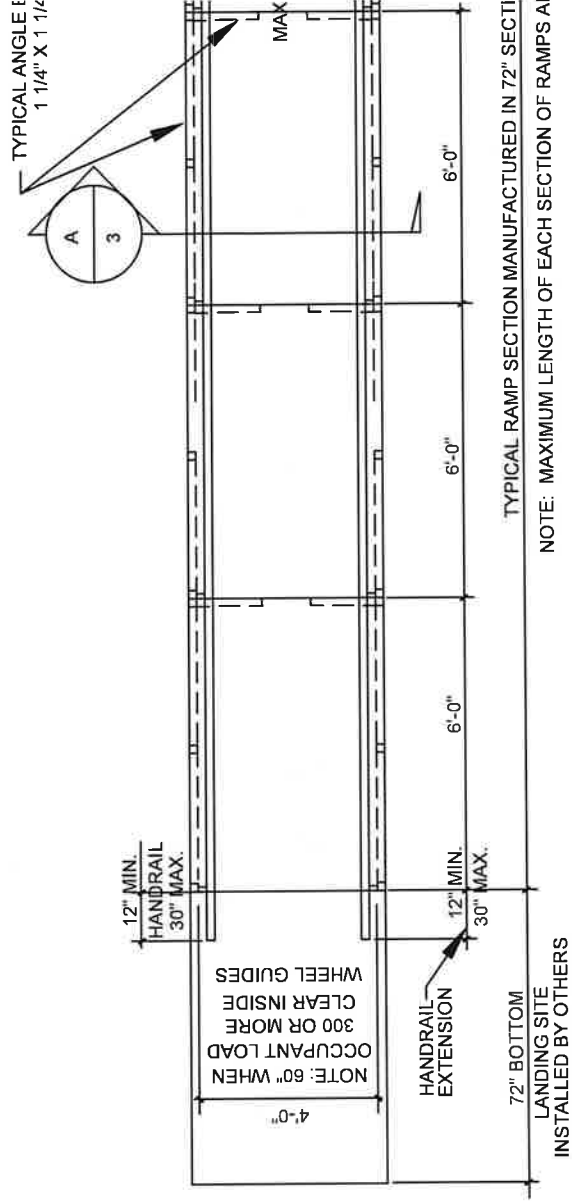


# TYPICAL ELEVATION OF ACCESSIBLE RAMP

SCALE: 1/4" = 1'-0"

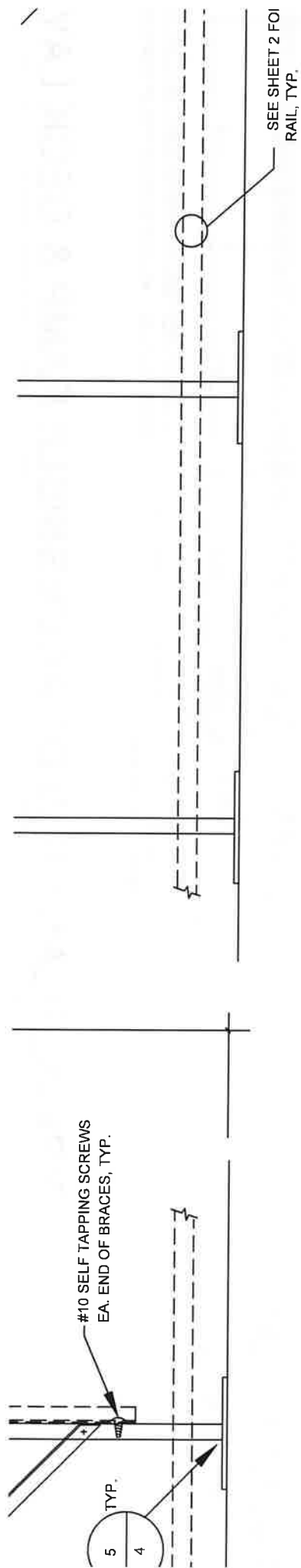
NOTE: SEE PLAN SHEET 3 FOR HANDRAIL SIZES

NOTE:  
 AS MANY RAMP OR LANDING SECTIONS CAN BE ADDED AS NECESSARY TO MEET SITE REQUIREMENTS



TYPICAL RAMP SECTION MANUFACTURED IN 72\"/>

# TYPICAL PLAN VIEW OF ACCESSIBLE RAMP & DECK LAY



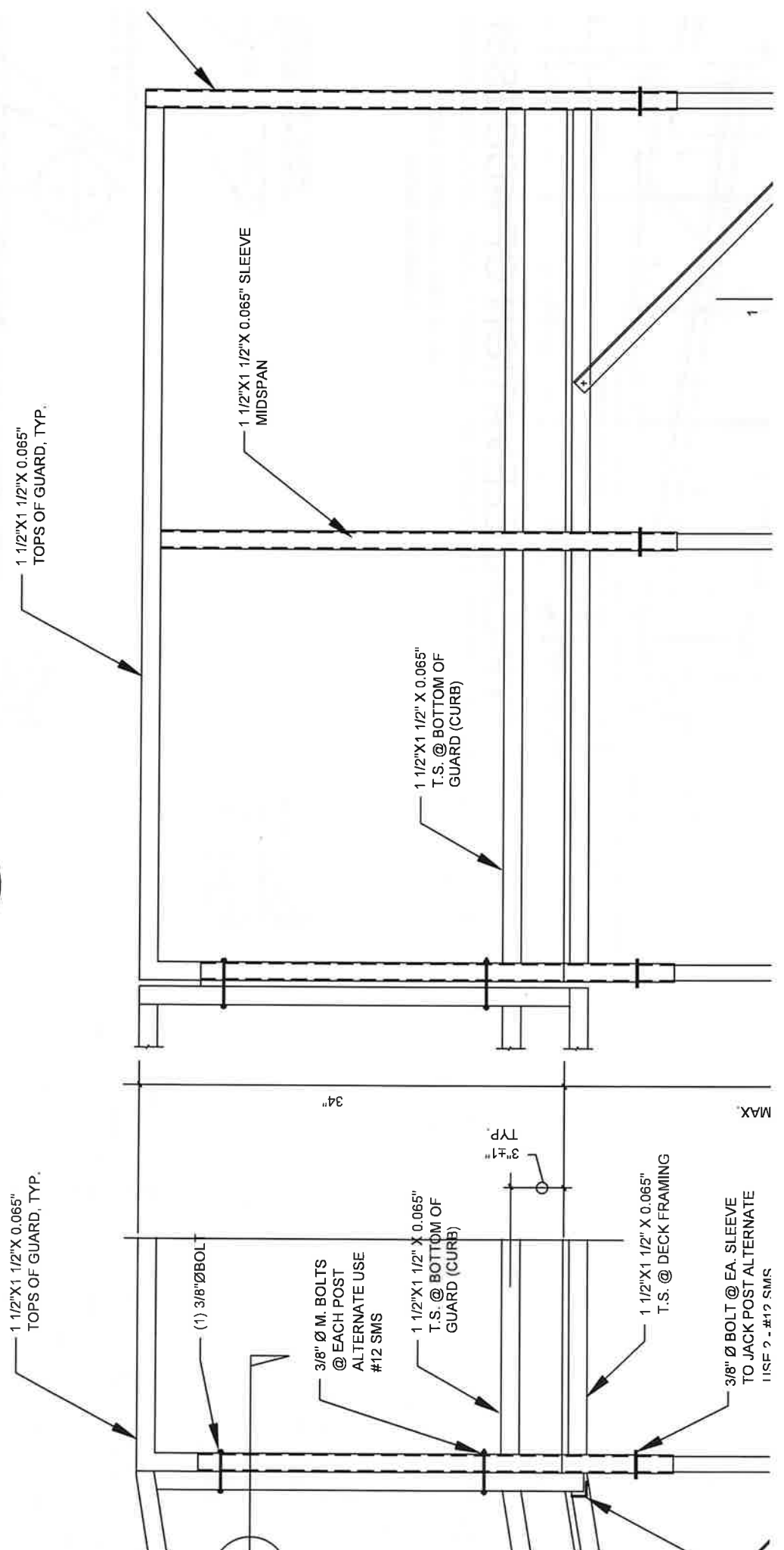
# POST SECTION +30"

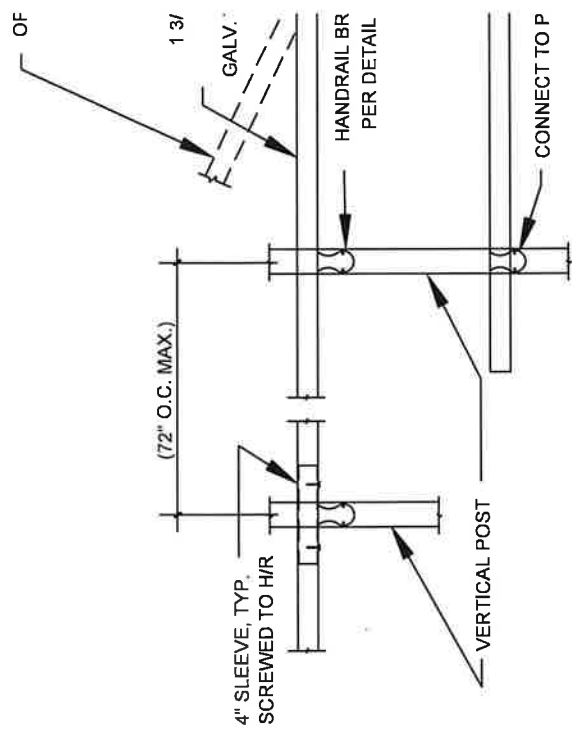
= 1'-0"



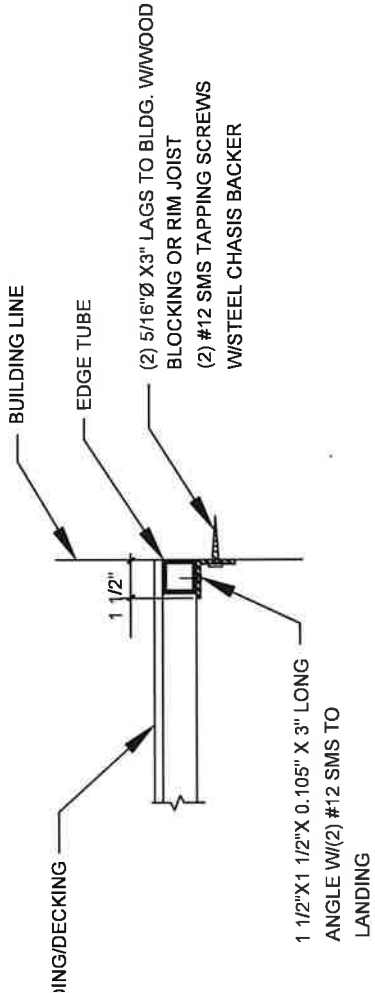
# LANDING RAIL LAYOUT +30"

SCALE: 1" = 1'-0"





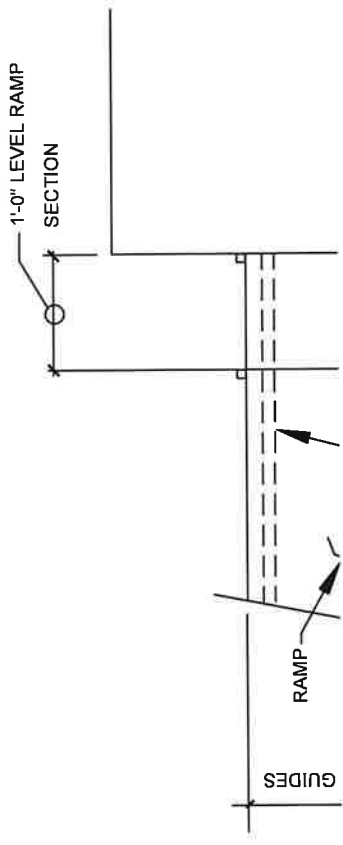
NOTE: SLOPE OF HANDRAIL TO MATCH SLOPE OF RAMP OR LANDING SEE SHEET 2.



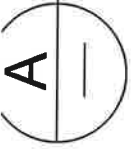
**LANDING TO BUILDING**  
 NOTE: DECK SECTIONS ARE FREE STANDING FOR VERTICAL LOADS.

8  
4

**OPTIONAL CONNECTION @**

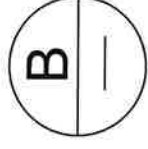
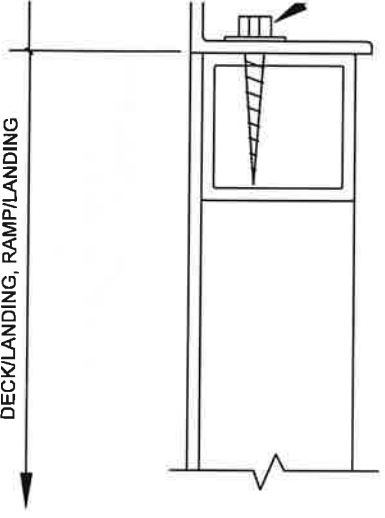


TYPICAL

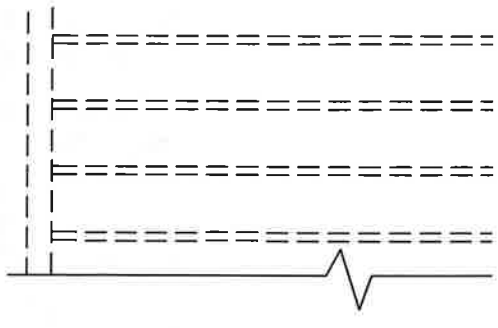
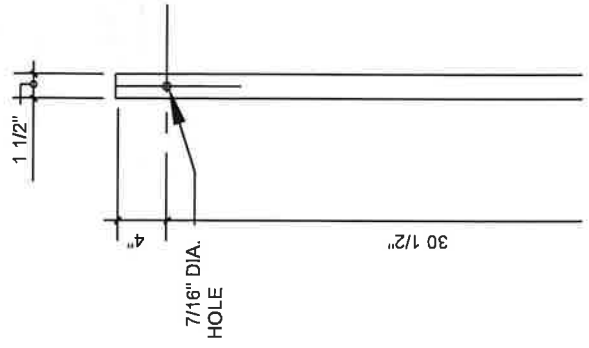
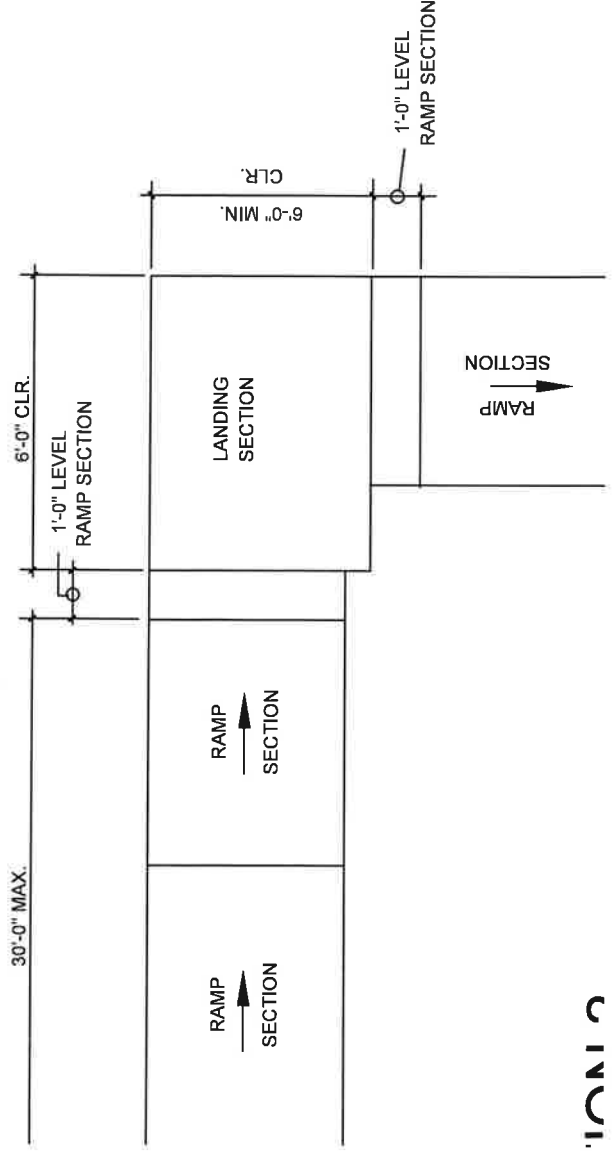


IF LANDING  
30"  
N. GRADE

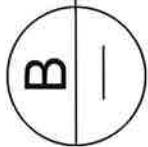
DECK/LANDING, RAMP/LANDING



TYF

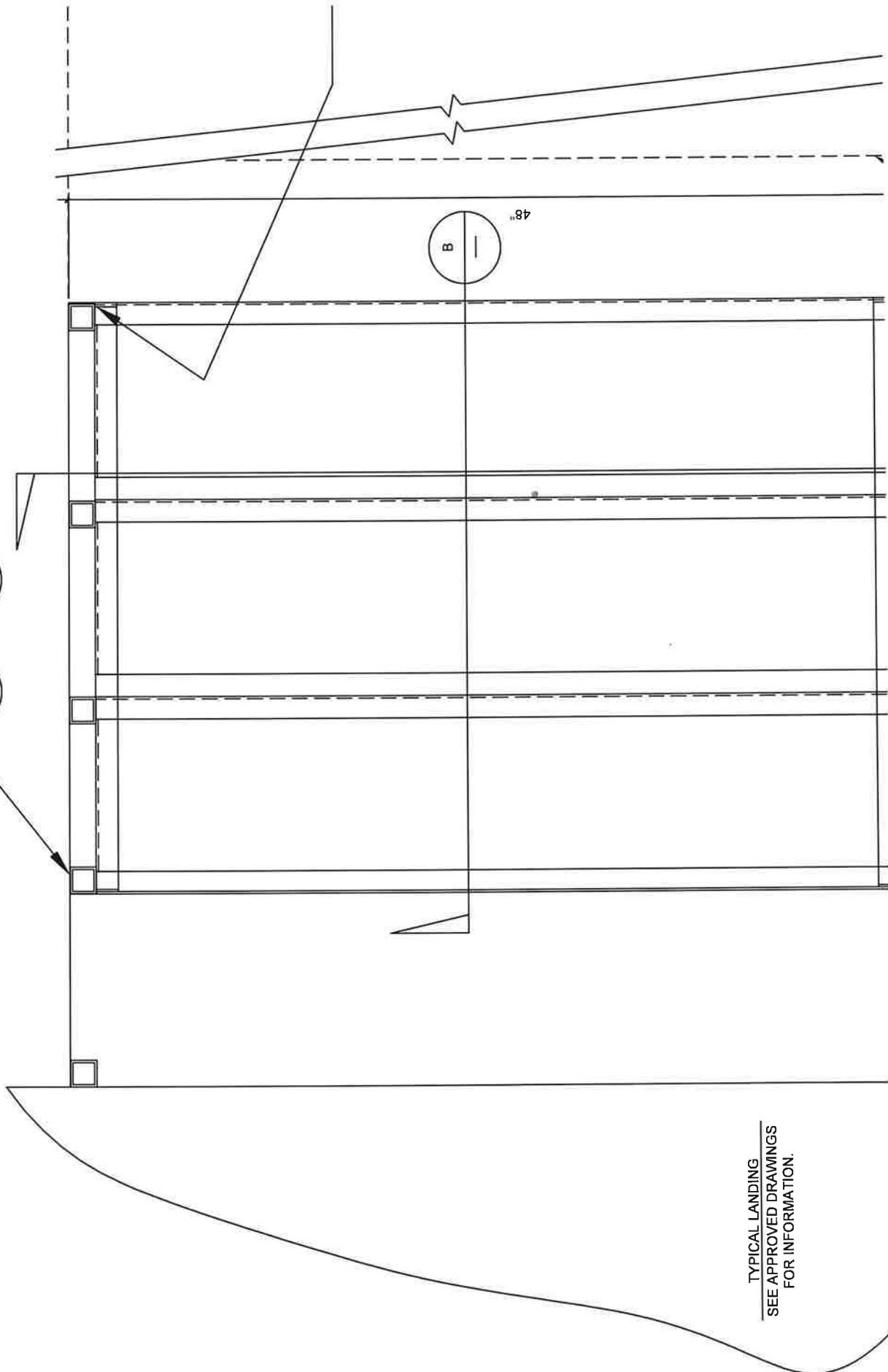
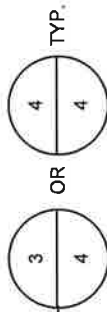


# SECTION



NOT TO SCALE

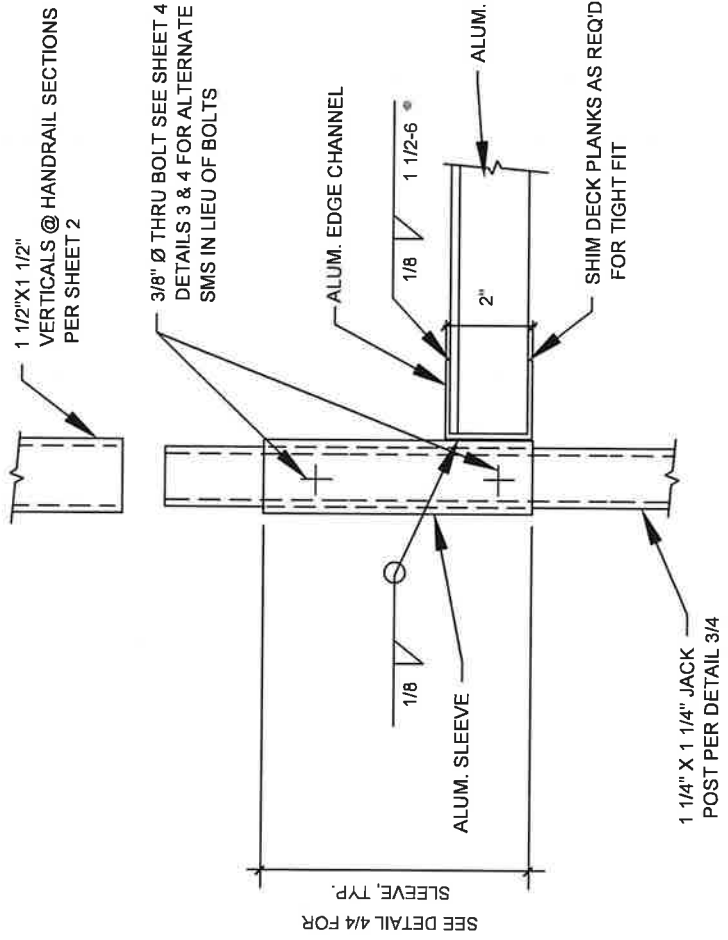
SCALE: 1" = 1'-0"



X 0.065"  
D

E

TYPICAL LANDING  
SEE APPROVED DRAWINGS  
FOR INFORMATION.



1 1/2" X 1 1/2"  
VERTICALS @ HANDRAIL SECTIONS  
PER SHEET 2

3/8" Ø THRU BOLT SEE SHEET 4  
DETAILS 3 & 4 FOR ALTERNATE  
SMS IN LIEU OF BOLTS

SEE DETAIL 4/4 FOR  
SLEEVE, TYP.

ALUM. PLANKS

ALUM. EDGE CHANNEL

1/8"

1 1/2-6

2"

SHIM DECK PLANKS AS REQ'D  
FOR TIGHT FIT

1/8"

ALUM. SLEEVE

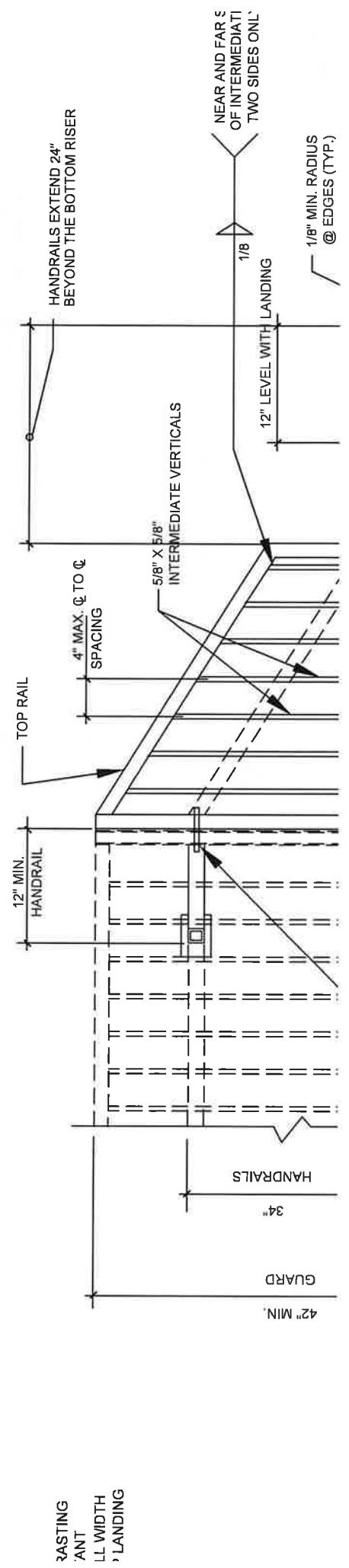
1 1/4" X 1 1/4" JACK  
POST PER DETAIL 3/4

12" X 1 1/2" X 1/8"  
1

3

ALUM. SLEEVE DETAIL

SCALE: 3" = 1'-0"



HANDRAILS EXTEND 24"  
BEYOND THE BOTTOM RISER

TOP RAIL

12" MIN.  
HANDRAIL

4" MAX.  $\phi$  TO  $\phi$   
SPACING

5/8" X 5/8"  
INTERMEDIATE VERTICALS

34"  
HANDRAILS

42" MIN.  
GUARD

NEAR AND FAR  $\epsilon$   
OF INTERMEDIATE  
TWO SIDES ONLY

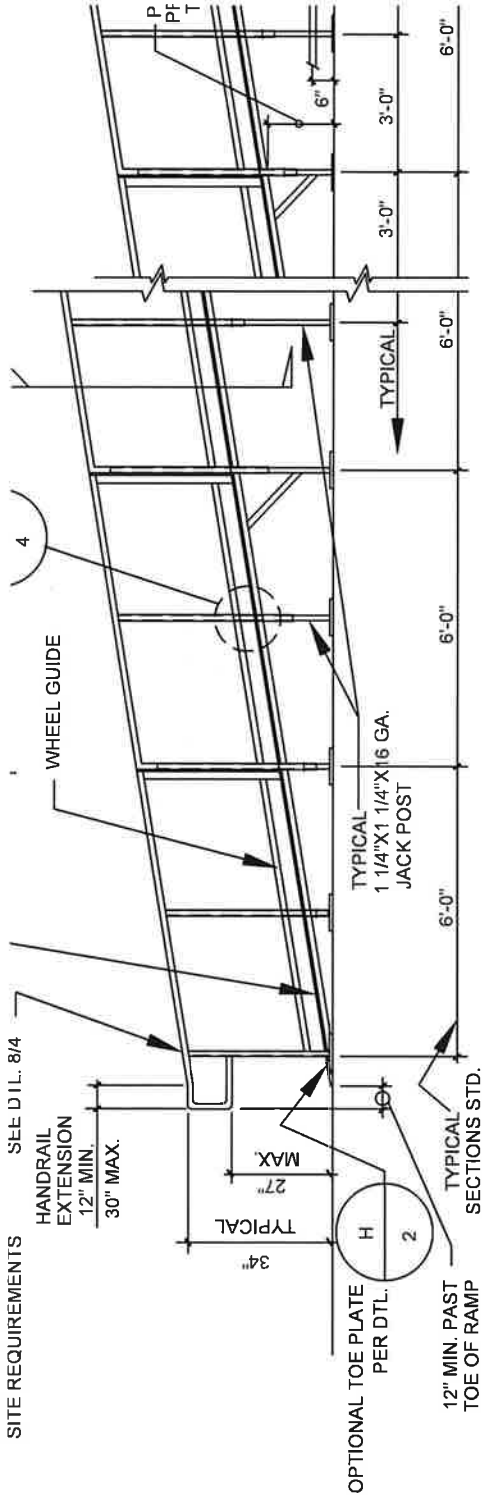
1/8"  
12" LEVEL WITH LANDING

1/8" MIN. RADIUS  
@ EDGES (TYP.)

CASTING  
ANT  
LL WIDTH  
, LANDING



SITE REQUIREMENTS SEE DTL. 8/4



= LANDING  
30"  
GRADE

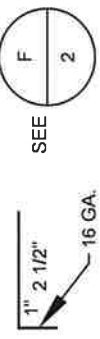
# TYPICAL ELEVATION OF ACCESSIBLE RAMP &

## NOTE: SEE PLAN SHEET 3 FOR HAN

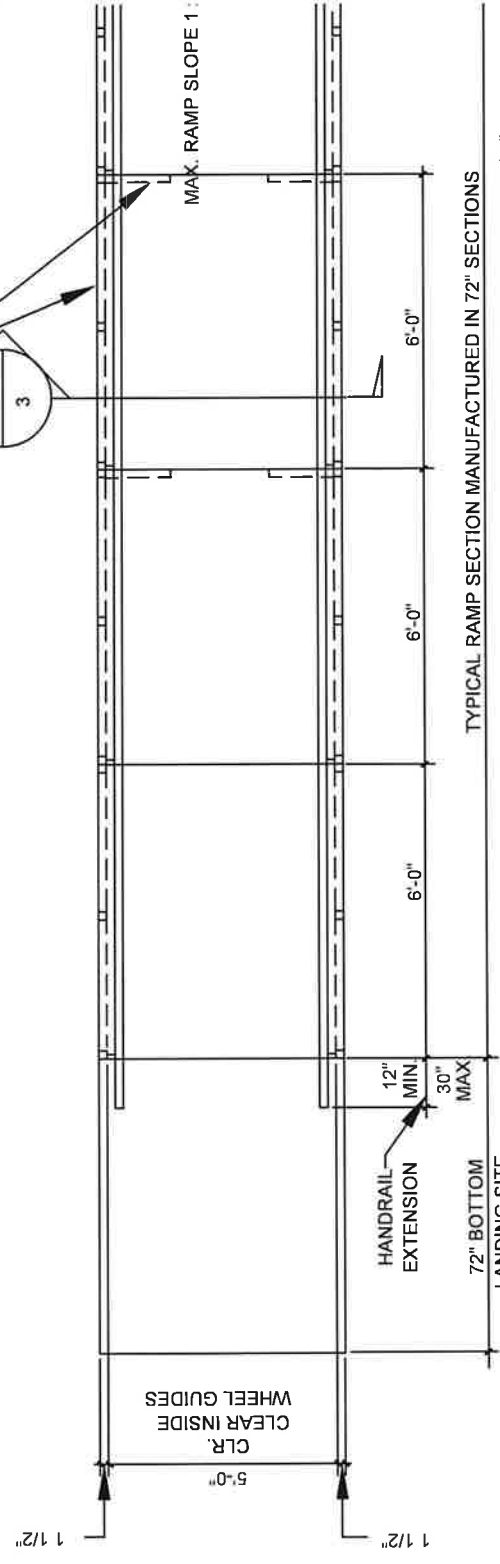
SCALE: 1/4" = 1'-0"

NOTE:  
AS MANY RAMP OR  
LANDING SECTIONS  
CAN BE ADDED AS  
NECESSARY TO MEET  
SITE REQUIREMENTS

OPTION 1 THRESHOLD FLASHING TO FILL  
ATTACH WITH TUBE W/ (4) #10 X 1 1/2" SCR



TYPICAL ANGLE BRACING  
1 1/4" X 1 1/4" X 1/8" SEE



NOTE: MAXIMUM LENGTH OF EACH SECTION OF RAMPS ARE 30'-0"  
(FOR MAXIMUM RAMP PROJECTION, SEE \* ATTACHMENT 1 ABOVE)

PHONE: (951)213-3900

FAX: (951)213-3997

NOTES

LOADS:

- 1. RAMP
- 2. NO SN
- 3. NO FL
- 4. WIND:  
WIN  
RISK  
EXP  
K<sub>ZT</sub>=
- WIN
- 5. SEISMI  
RISK  
I<sub>e</sub> =  
S<sub>s</sub>  
S<sub>1</sub> =  
SITE  
S<sub>DS</sub>  
C<sub>s</sub>  
R =

6. ALL

7. THIS  
URB,

CODE

2019 C

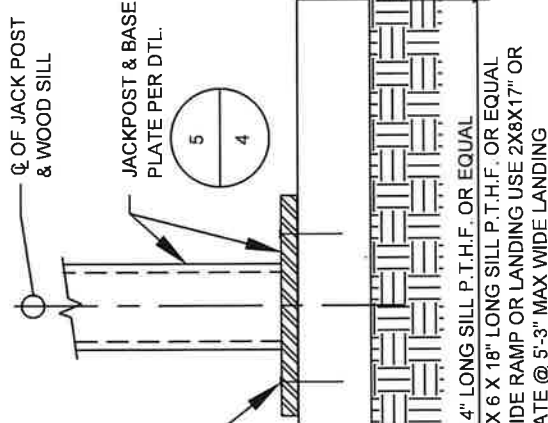
PC

ACCESSIBLE RAMPS/

ADMINISTRATIVE

12 GA. PLATE  
SLOPE @ 1:12 MAX.  
MATCH SLOPE OF RAMP

# PLATE

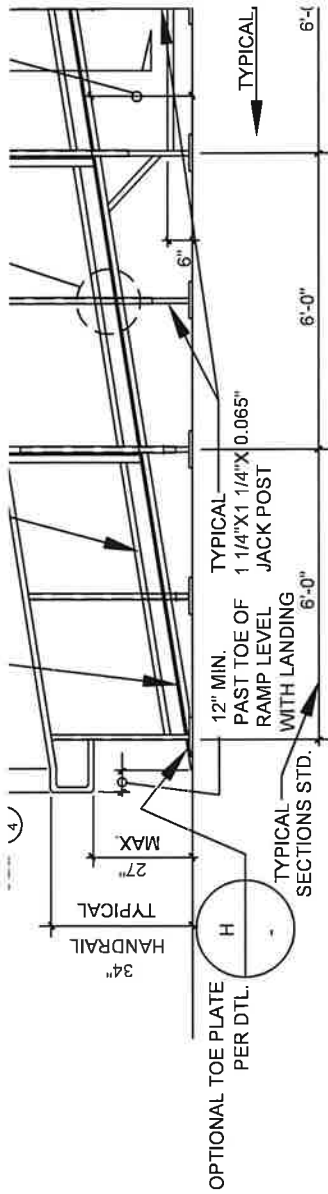


WOOD SILL  
 POST TO GRADE  
 CONCRETE OR  
 LANDING DOES NOT

NOTE:  
 NO CONNECTION OF 2X SILL  
 TO GRADE REQUIRED, LATERAL  
 FORCES RESISTED BY  
 CONNECTION OF LANDING TO  
 BUILDING  
 12" MIN. EMBEDMENT  
 @ 1"Ø STD. PIPE

H

J



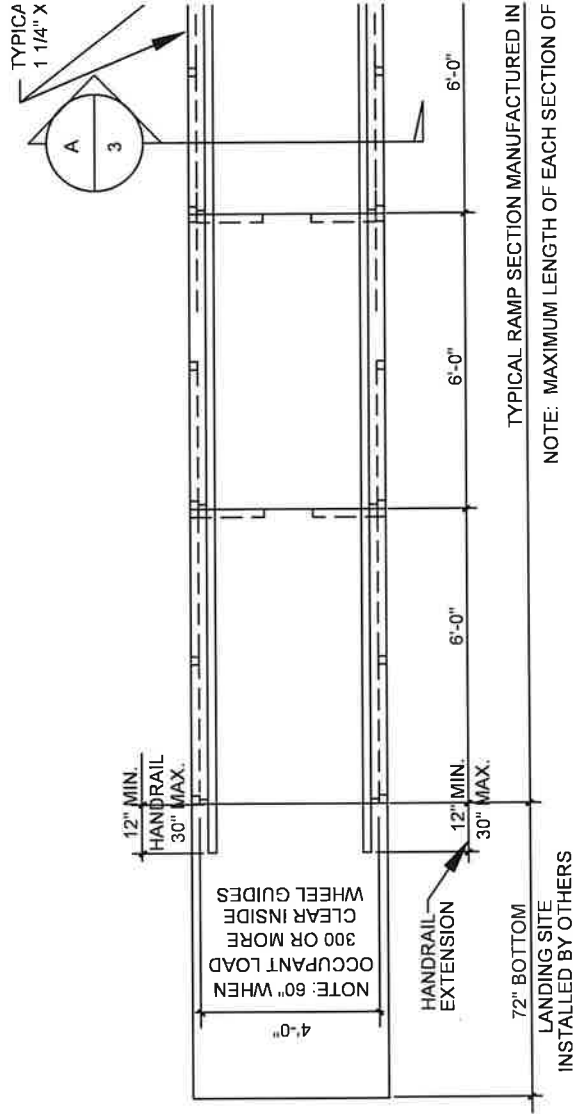
# TYPICAL ELEVATION OF ACCE

SCALE: 1/4" = 1'-0"

NOTE: SEE SHEET 3

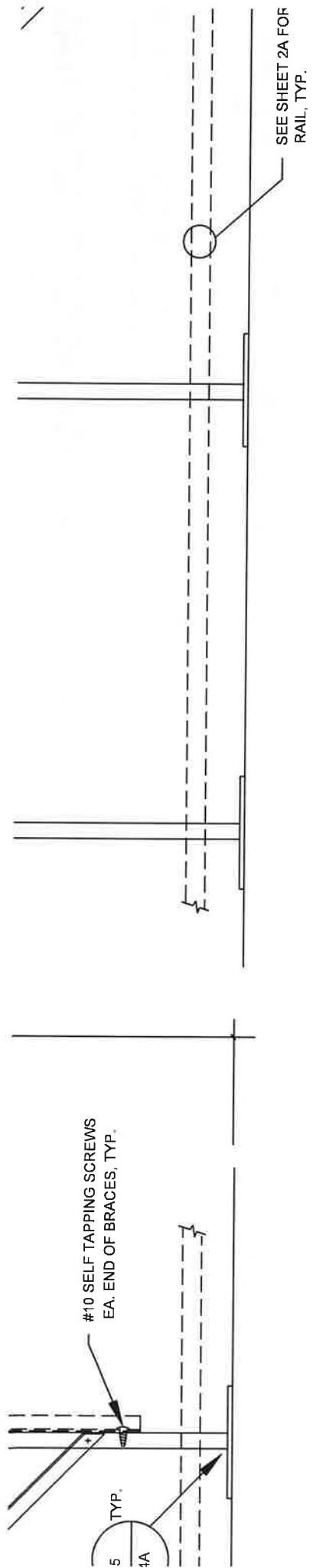
NOTE:  
 AS MANY RAMP OR  
 LANDING SECTIONS  
 CAN BE ADDED AS  
 NECESSARY TO MEET  
 SITE REQUIREMENTS

OPTION 1 THREE:  
 ATTACH WITH T:



# TYPICAL PLAN VIEW OF ACCESSIBLE RAN

OST  
 3ASE  
 FL.



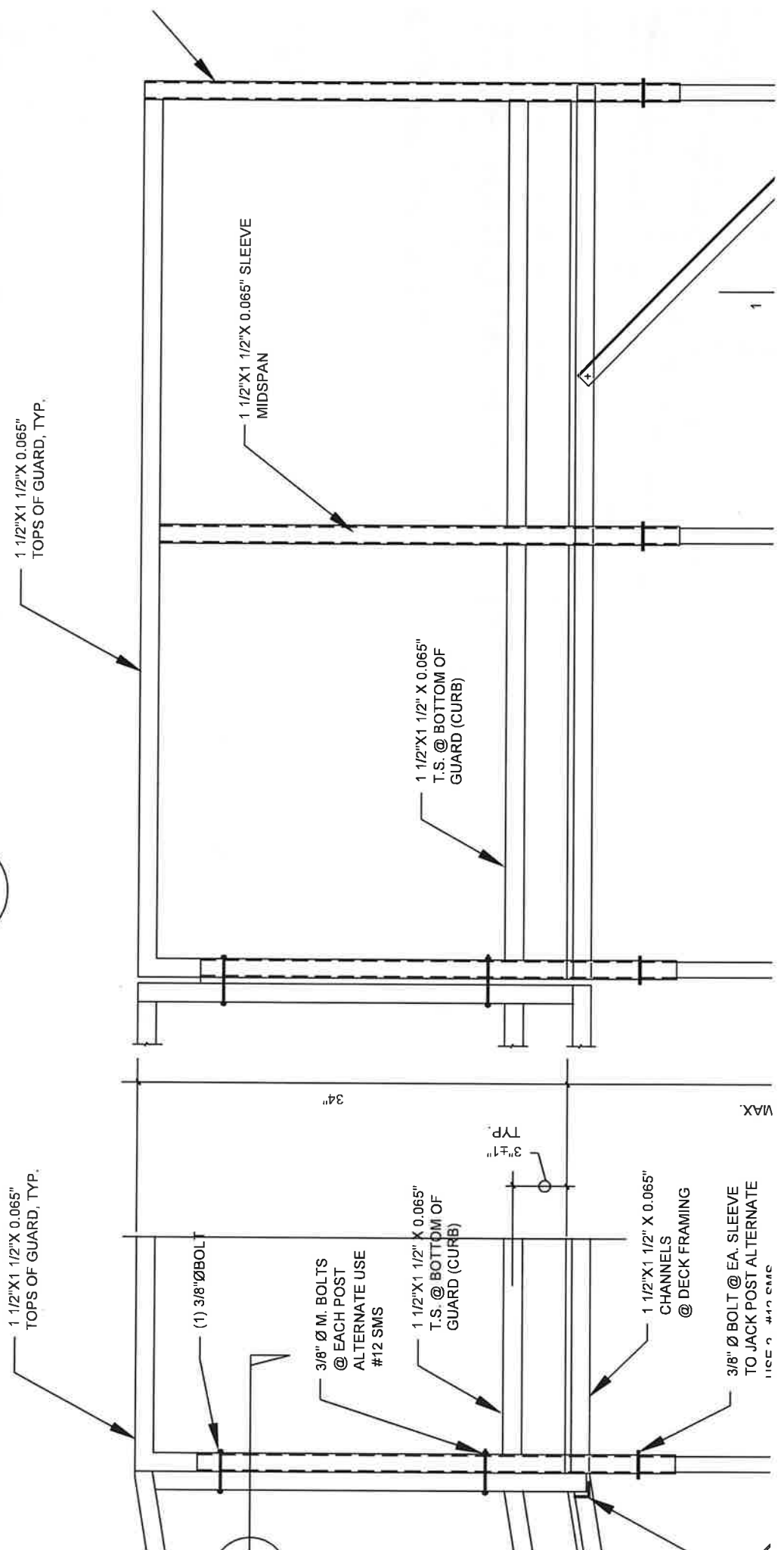
**POST SECTION +30"**

**E**

**LANDING RAIL LAYOUT +30"**

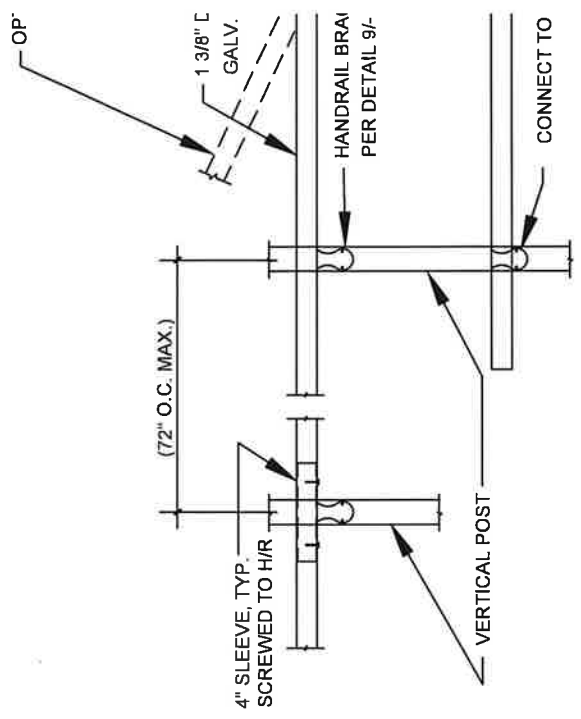
1'-0"

SCALE: 1" = 1'-0"



MAX.

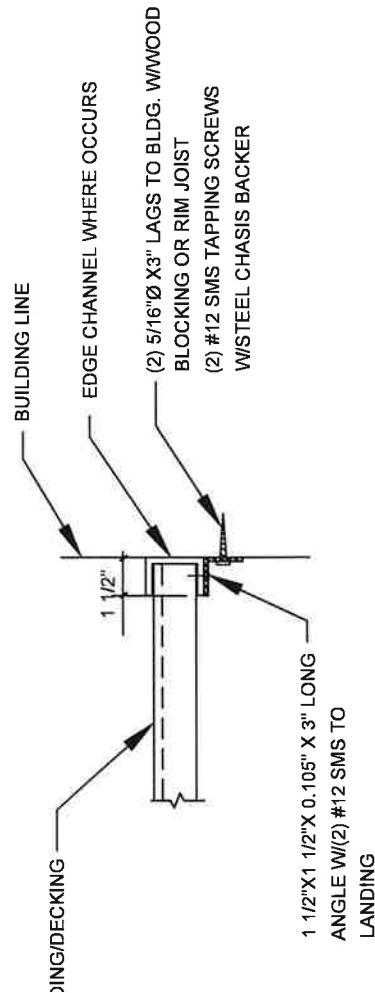
11/02/04 410 5MM



NOTE: SLOPE OF HANDRAIL TO MATCH SLOPE OF RAMP OR LANDING SEE SHEET 2A.

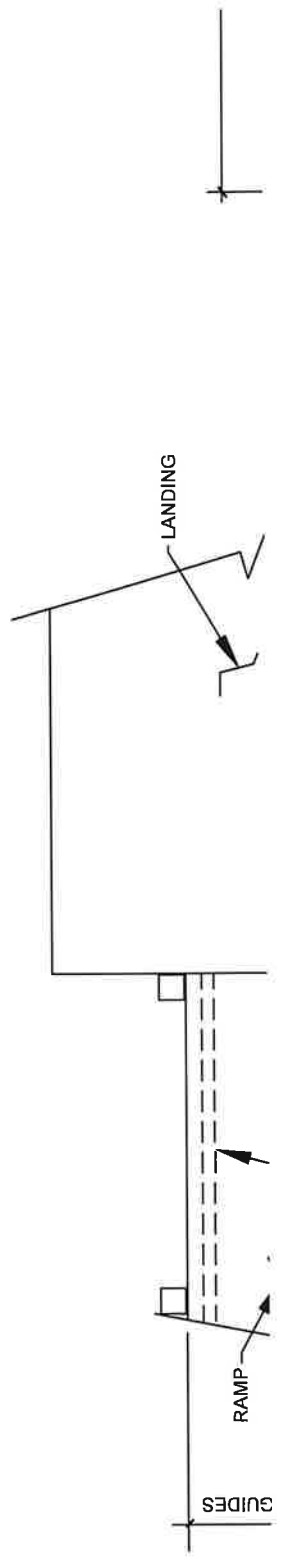
# OPTIONAL CONNECTION @

8

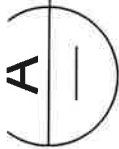


# LANDING TO BUILDING

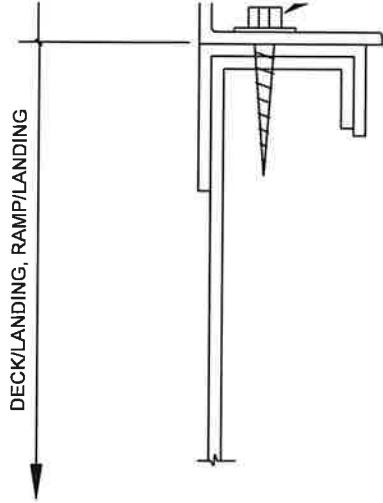
NOTE: DECK SECTIONS ARE FREE STANDING FOR VERTICAL LOADS.



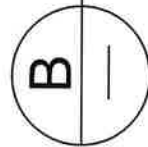
ORIGINAL UNLESS NOTED



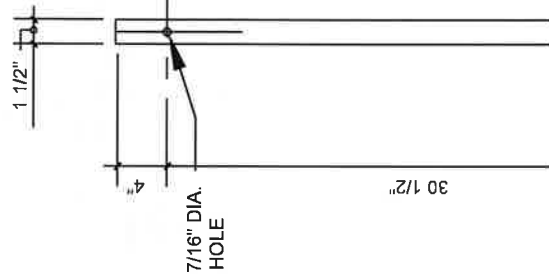
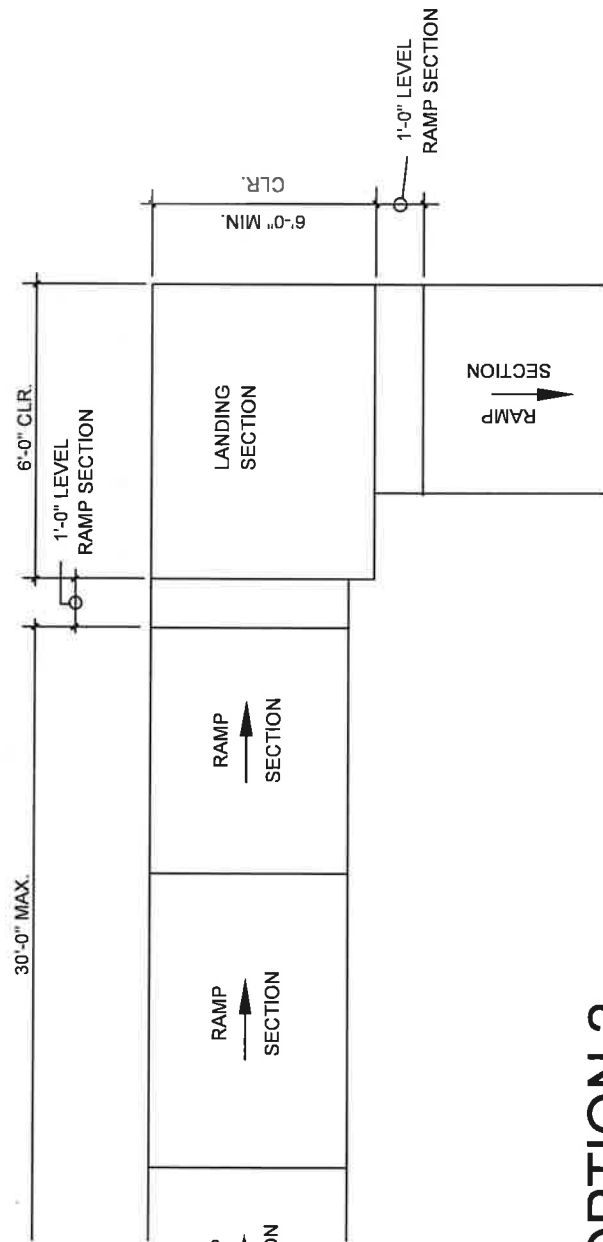
MAXIMUM VERTICAL CLEARANCE SHALL BE LESS THAN 30" ABOVE FIN. GRADE



MIN. CLEARANCE TYP.

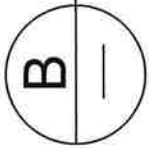


TYP

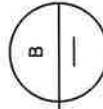
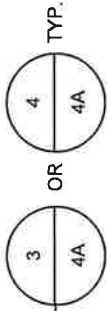


SECTION C

# SECTION



NOT TO SCALE



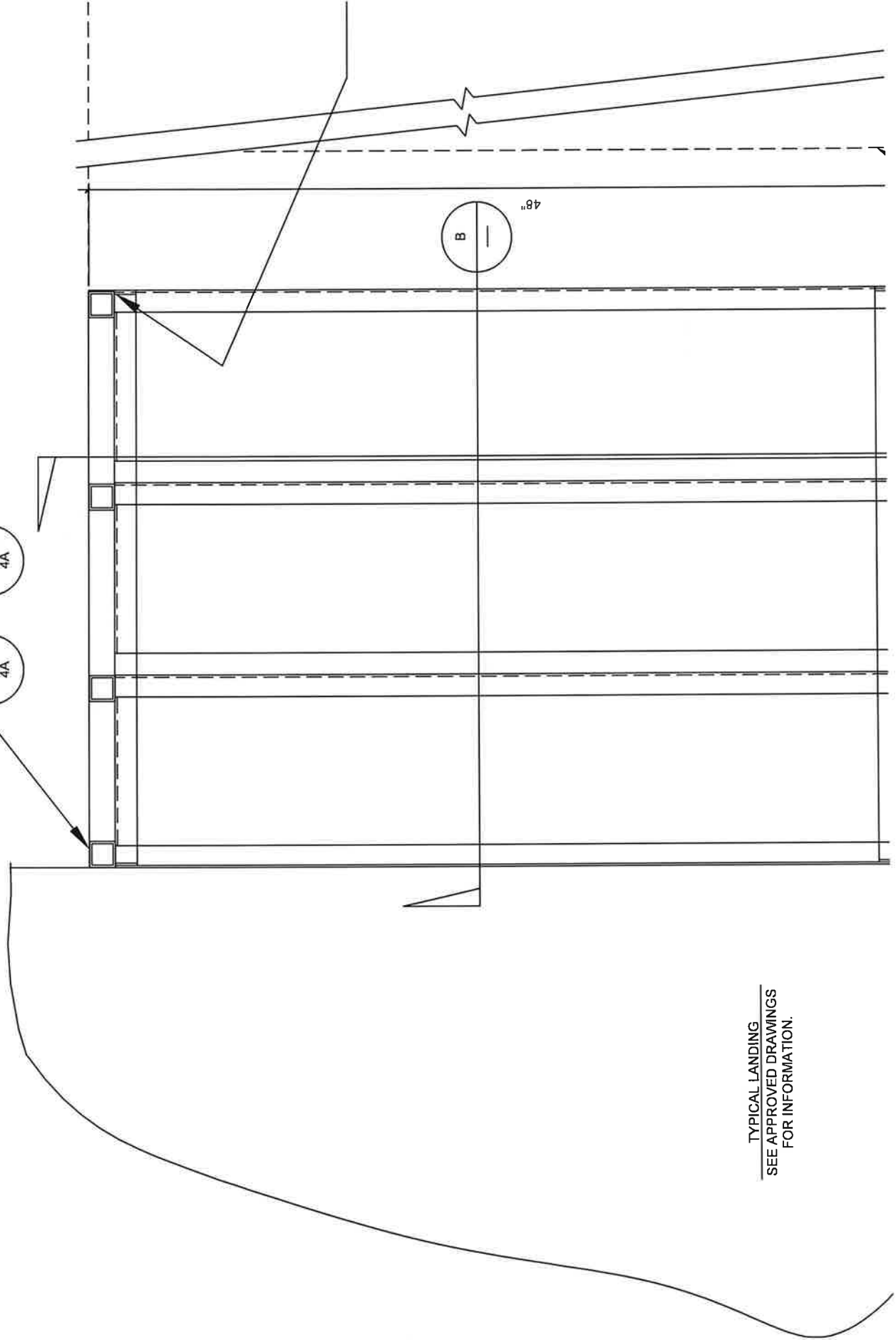
48"

SCALE: 1" = 1'-0"

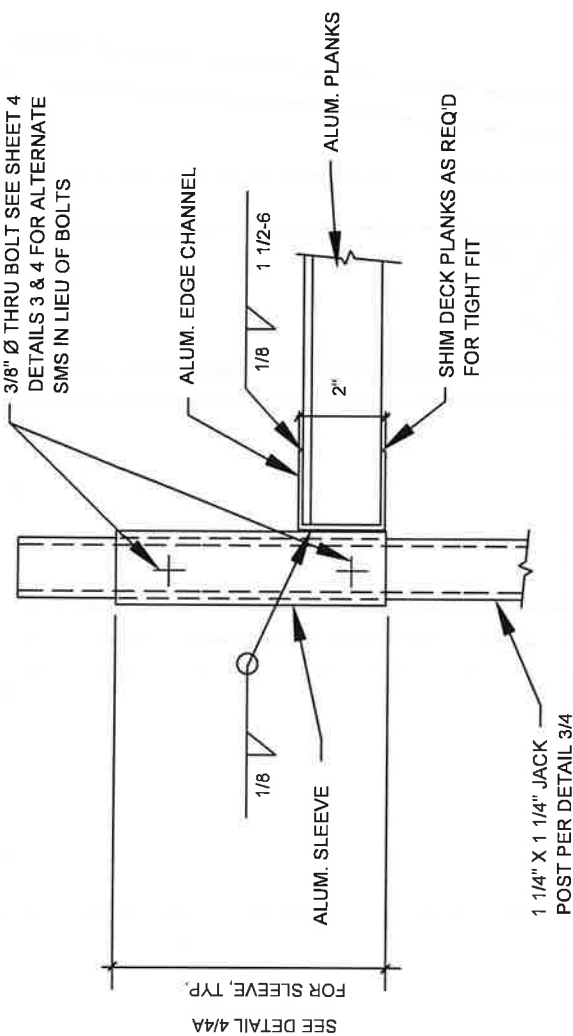
X 0.065"  
D

E

TYPICAL LANDING  
SEE APPROVED DRAWINGS  
FOR INFORMATION.

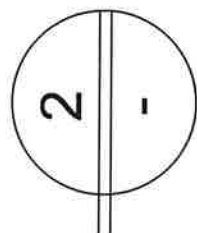


3/8" Ø THRU BOLT SEE SHEET 4  
DETAILS 3 & 4 FOR ALTERNATE  
SMS IN LIEU OF BOLTS



SEE DETAIL 4/4A  
FOR SLEEVE, TYP.

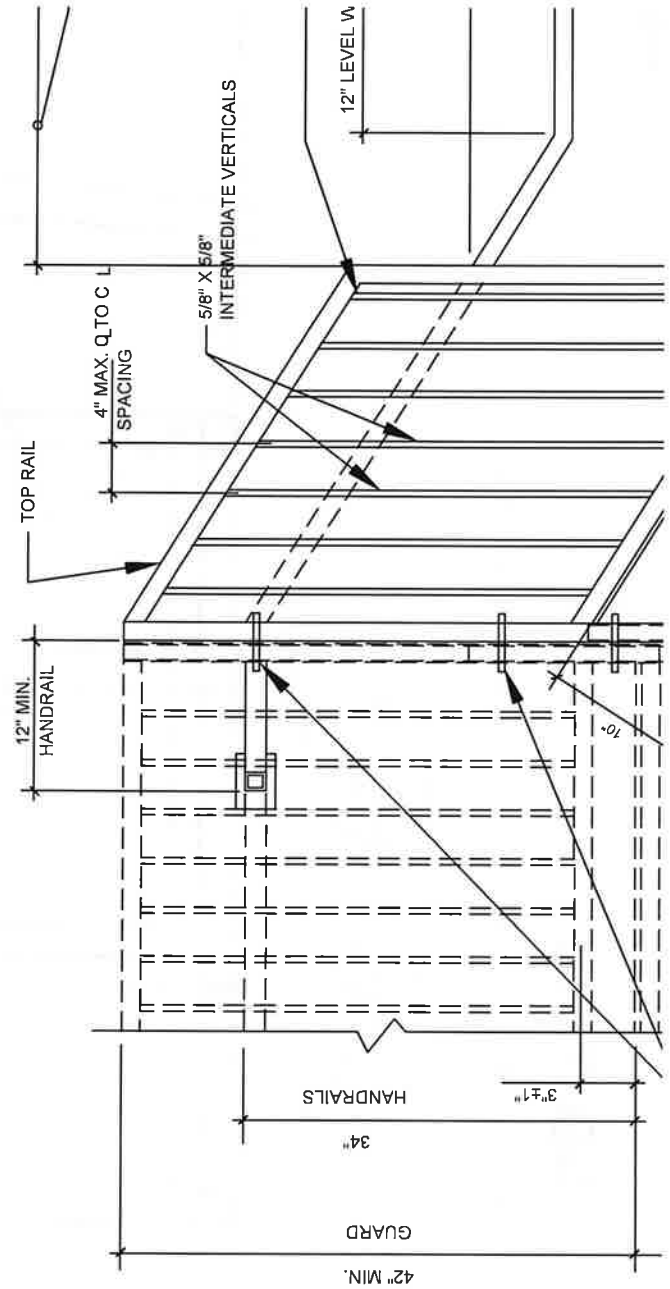
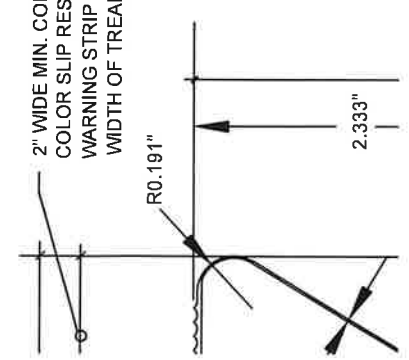
1 1/4" X 1 1/4" JACK  
POST PER DETAIL 3/4



# ALUM. SLEEVE DETAIL 3

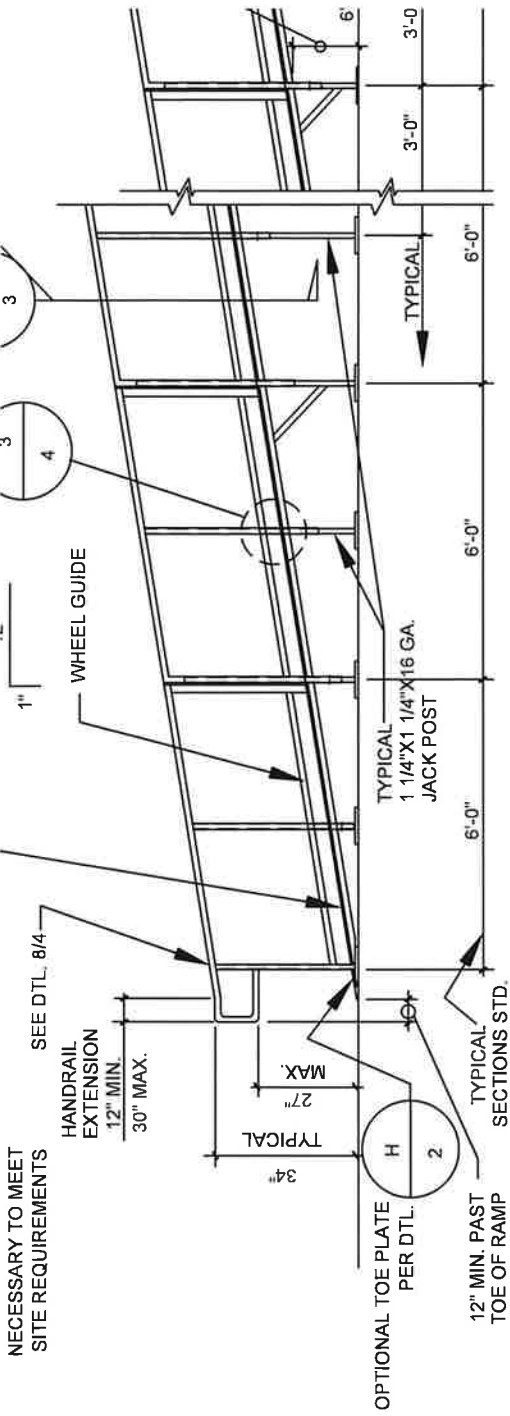
SCALE: 3" = 1'-0"

2" WIDE MIN. CONTRASTING  
COLOR SLIP RESISTANT  
WARNING STRIP FULL  
WIDTH OF TREAD AND LANDING





NOT VERT.  
 DIMENSIONS IF LANDING  
 IS LESS THAN 30"  
 OVER FIN. GRADE

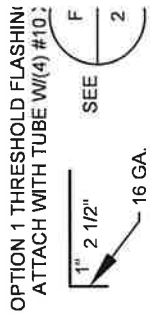


# TYPICAL ELEVATION OF ACCESSIBLE RAM

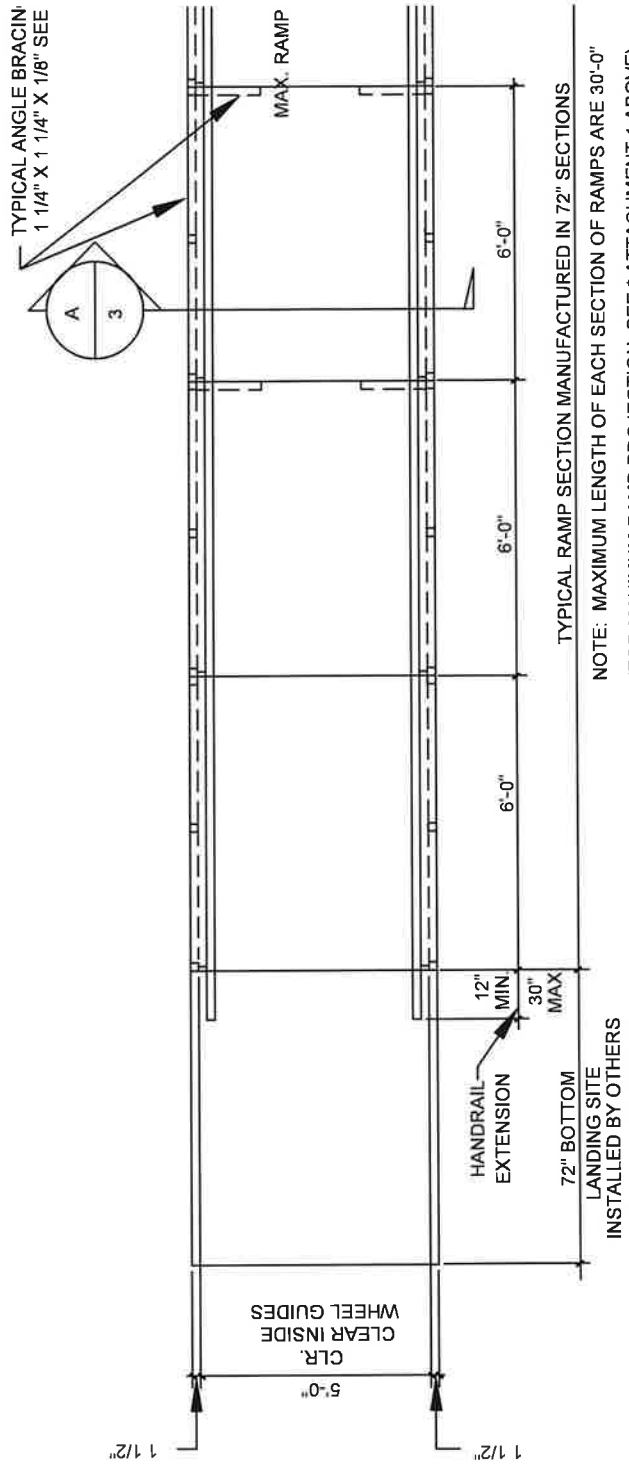
SCALE: 1/4" = 1'-0"

NOTE: SEE PLAN SHEET 3A FC

NOTE:  
 AS MANY RAMP OR  
 LANDING SECTIONS  
 CAN BE ADDED AS  
 NECESSARY TO MEET  
 SITE REQUIREMENTS



G RAIL





2929 Kansas Ave., Riverside, CA 92507  
 P: 888-867-2360 F: 951-213-3997

Customer	Product Type	Date:
Lionakis	Galvanized Steel : Under 30" Design	2/15/2023
Project	Description	Proposal Number
Sacramento City USD	Preliminary Design - Group 1 Access	52488
Kemble - Chavez ES	( BLDG # 4, 5, 6, 8 )	Page Number
Interim Campus Portable Ramps		1 of 4

PLEASE SEE ATTACHED

*Drawing Not to Scale, Measurements Shown Above Are Feet, Not Inches  
 Wood Pads required for dirt, grass, or gravel Price may vary based on site conditions, slope or threshold.*

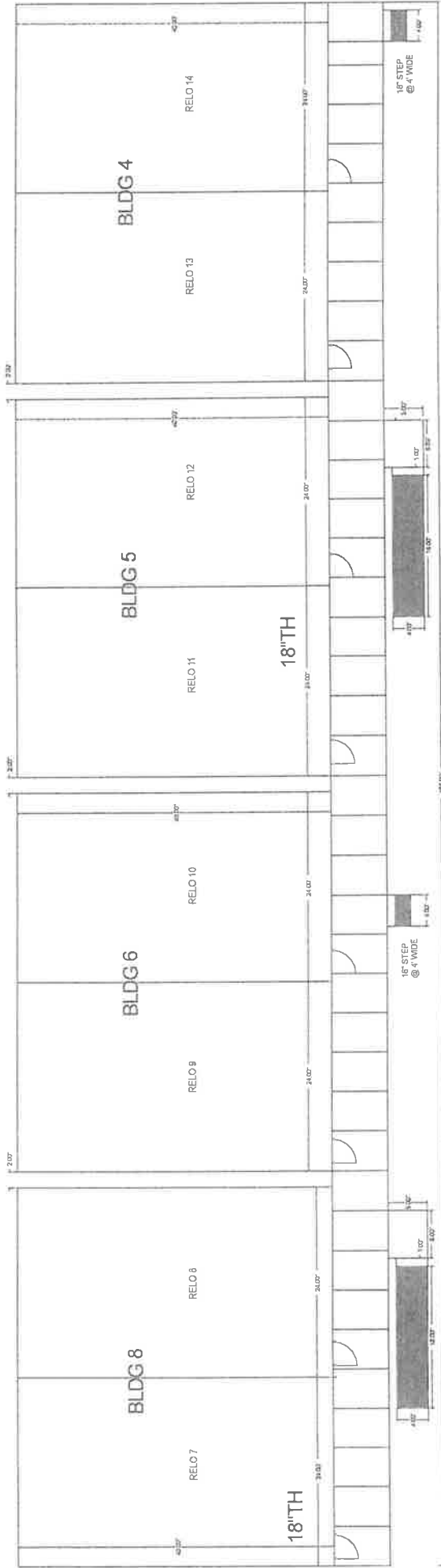
X

**TMP SERVICES, INC. IS TO PROCEED WITH MANUFACTURING BASED ON THE ABOVE DRAWING**

**REQUESTED MANUFACTURING DATE**

PROPRIETARY DESIGN: THIS DRAWING AND THE MATERIAL CONTAINED THEREIN ARE THE PROPERTY OF TMP SERVICES, INC. AND SHALL NOT BE REPRODUCED, COPIED OR OTHERWISE DISPOSED OF DIRECTLY OR INDIRECTLY AND SHALL NOT BE USED IN WHOLE OR IN PART TO ASSIST IN THE MAKING OF OR THE PURPOSE OF FURNISHING ANY INFORMATION FOR THE MAKING OF DRAWINGS, PRINTS, APPARATUS OR PARTS THEREOF WITHOUT THE FULL KNOWLEDGE AND CONSENT OF TMP SERVICES, INC.. ALL PATENTABLE MATERIAL CONTAINED HEREIN AND ORIGINATED WITH TMP SERVICES, INC. SHALL BE THE PROPERTY OF TMP SERVICES, INC.

# GROUP 1



## TMP SERVICES : KEMBLE-CHAVEZES

Galvanized Steel: Under 30" Design (PRELIMINARY)

SET HEIGHT 18" (TBD)

7'x198' Common Landing,

(2) 5'x6' Landing, (2) 4'x1' Level Landing, (2) 4'x18' Ramp with Integrated Toe

(2) 18" (TBD) Step Attachment @ 4' Wide w/ 4'x1' Level Landing

\*SUBJECT TO CHANGE



2929 Kansas Ave. Riverside, CA 92507  
 P: 888-867-2360 F: 951-213-3997

Customer	Product Type	Date:
Lionakis	Galvanized Steel : Under 30" Design	2/15/2023
Project	Description	Proposal Number
Sacramento City USD	Preliminary Design - Group 2 Access	52488
Kemble -- Chavez ES	( BLDG #2, 12, 13, 14, Admin )	Page Number
Interim Campus Portable Ramps		2 of 4

PLEASE SEE ATTACHED

*Drawing Not to Scale, Measurements Shown Above Are Feet, Not Inches*  
*Wood Pads required for dirt, grass, or gravel Price may vary based on site conditions, slope or threshold.*

X

**TMP SERVICES, INC. IS TO PROCEED WITH MANUFACTURING BASED ON THE ABOVE DRAWING**

**REQUESTED MANUFACTURING DATE**

PROPRIETARY DESIGN: THIS DRAWING AND THE MATERIAL CONTAINED THEREIN ARE THE PROPERTY OF TMP SERVICES, INC. AND SHALL NOT BE REPRODUCED, COPIED OR OTHERWISE DISPOSED OF DIRECTLY OR INDIRECTLY AND SHALL NOT BE USED IN WHOLE OR IN PART TO ASSIST IN THE MAKING OF OR THE PURPOSE OF FURNISHING ANY INFORMATION FOR THE MAKING OF DRAWINGS, PRINTS, APPARATUS OR PARTS THEREOF WITHOUT THE FULL KNOWLEDGE AND CONSENT OF TMP SERVICES, INC.. ALL PATENTABLE MATERIAL CONTAINED HEREIN AND ORIGINATED WITH TMP SERVICES, INC. SHALL BE THE PROPERTY OF TMP SERVICES, INC.

# GROUP 2



## TMP SERVICES : KEMBLE-CHAVEZ

Galvanized Steel Under 30" Design (PRELIMINARY)

SET HEIGHT 18" (TBD)

7'-x238' Common Landings - Front,

w/ (2) 7'-x40' Landings - Sides,

(3) 4'-x1' Level Landing, (3) 4'-x18' Ramp with Integrated Toe

(3) 5'-x6' Landing, (3) 4'-x1' Level Landing

(2) 18" (TBD) Step Attachment @ 4' Wide w/ 4'-x1' Level Landing

\*SUBJECT TO CHANGE



2929 Kansas Ave. Riverside, CA 92507  
P: 888-867-2360 F: 951-213-3997

Customer	Product Type	Date:
Lionakis	Galvanized Steel : Under 30" Design	2/15/2023
Project	Description	Proposal Number
Sacramento City USD	Preliminary Design - Group 3 Access	52488
Kemble - Chavez ES	( BLDG # 9, 10, 11 )	Page Number
Interim Campus Portable Ramps		3 of 4

PLEASE SEE ATTACHED

*Drawing Not to Scale, Measurements Shown Above Are Feet, Not Inches*  
*Wood Pads required for dirt, grass, or gravel Price may vary based on site conditions, slope or threshold.*

X

**TMP SERVICES, INC. IS TO PROCEED WITH MANUFACTURING BASED ON THE ABOVE DRAWING**

PROPRIETARY DESIGN: THIS DRAWING AND THE MATERIAL CONTAINED THEREIN ARE THE PROPERTY OF TMP SERVICES, INC. AND SHALL NOT BE REPRODUCED, COPIED OR OTHERWISE DISPOSED OF DIRECTLY OR INDIRECTLY AND SHALL NOT BE USED IN WHOLE OR IN PART TO ASSIST IN THE MAKING OF OR THE PURPOSE OF FURNISHING ANY INFORMATION FOR THE MAKING OF DRAWINGS, PRINTS, APPARATUS OR PARTS THEREOF WITHOUT THE FULL KNOWLEDGE AND CONSENT OF TMP SERVICES, INC.. ALL PATENTABLE MATERIAL CONTAINED HEREIN AND ORIGINATED WITH TMP SERVICES, INC. SHALL BE THE PROPERTY OF TMP SERVICES, INC.

**REQUESTED MANUFACTURING DATE**

# GROUP 3



## TMP SERVICES : KEMBLE-CHAVEZ ES

Galvanized Steel: Under 30" Design (PRELIMINARY)  
 SET HEIGHT 18' (TBD)

- 7'x119' Common Landing - Front ,
- w/ 7'x40' Common Landing - Side,
- (2) 4'x1' Level Landing, (2) 4'x18' Ramp with Integrated Toe
- (2) 5'x6' Landing, (2) \*SUBJECT TO CHANGE



2929 Kansas Ave. Riverside, CA 92507  
 P: 888-867-2360 F: 951-213-3997

Customer <b>Lionakis</b>	Product Type <b>Galvanized Steel : Under 30" Design</b>	Date: <b>2/15/2023</b>
Project <b>Sacramento City USD Kemble -- Chavez ES Interim Campus Portable Ramps</b>	Description <b>Preliminary Design - Group 4 Access ( BLDG # P09, P05, P06 )</b>	Proposal Number <b>52488</b>
		Page Number <b>4 of 4</b>

**PLEASE SEE ATTACHED**

*Drawing Not to Scale, Measurements Shown Above Are Feet, Not Inches  
 Wood Pads required for dirt, grass, or gravel Price may vary based on site conditions, slope or threshold.*

X

**TMP SERVICES, INC. IS TO PROCEED WITH MANUFACTURING BASED ON THE ABOVE DRAWING**  
 PROPRIETARY DESIGN: THIS DRAWING AND THE MATERIAL CONTAINED THEREIN ARE THE PROPERTY OF TMP SERVICES, INC. AND SHALL NOT BE REPRODUCED, COPIED OR OTHERWISE DISPOSED OF DIRECTLY OR INDIRECTLY AND SHALL NOT BE USED IN WHOLE OR IN PART TO ASSIST IN THE MAKING OF OR THE PURPOSE OF FURNISHING ANY INFORMATION FOR THE MAKING OF DRAWINGS, PRINTS, APPARATUS OR PARTS THEREOF WITHOUT THE FULL KNOWLEDGE AND CONSENT OF TMP SERVICES, INC. ALL PATENTABLE MATERIAL CONTAINED HEREIN AND ORIGINATED WITH TMP SERVICES, INC. SHALL BE THE PROPERTY OF TMP SERVICES, INC.

**REQUESTED MANUFACTURING DATE**



# GROUP 4



## TMP SERVICES : KEMBLE-CHAVEZ ES

Galvanized Steel: Under 30" Design (PRELIMINARY)  
SET HEIGHT 18' (TBD)

- 7'x124' Common Landing
  - 5'x6' Landing, 4'x1' Level Landing, 4'x18' Ramp with Integrated Toe
  - 18" (TBD) Step Attachment @ 4' Wide w/ 4'x1' Level Landing
- \*SUBJECT TO CHANGE

**Ramp, Landings & Stair PLA Compliant Installation Quote - Not Accepted**

**Estimate**



**Disabled Veteran Modular Buildings Inc**  
 5736 Steve Street  
 Jurupa Valley, CA 92509 US  
 9517955920  
 jose.deleon3@hotmail.com  
 www.DVModular.com

**ADDRESS**  
 Balfour Beatty  
 Joe Hucik  
 400 Capitol Mall, Ste. 900  
 Sacramento, CA 95814  
 (916) 220-9391

**SHIP TO**  
 Balfour Beatty  
 SCUSD\_Kemble-Chavez ES  
 7495 29th Street  
 Sacramento, CA 95822  
 (916) 220-9391

ESTIMATE #	DATE	EXPIRATION DATE
23-052	04/11/2023	04/21/2023

**SHIP VIA**  
 By Others

**P.O. NUMBER**  
 TBD

**SALES REP**  
 Jose De Leon

DATE	DESCRIPTION	QTY	RATE	AMOUNT
Set Up	Area A & B TMP Deck, Ramp and Steps Installation Labor Only (Per SQFT)	2,560	110.00	281,600.00
Set Up	Area C TMP Deck, Ramp and Steps Installation Labor Only (Per SQFT)	1,616	110.00	177,760.00
Set Up	Area D TMP Deck, Ramp and Steps Installation Labor Only (Per SQFT)	1,245	110.00	136,950.00
Set Up	Area E TMP Deck, Ramp and Steps Installation Labor Only	885	110.00	97,350.00

- Clarification Notes:
1. Sacramento PLA with Certified Payroll Reports
  2. Site preparation by others
  3. Materials Including Delivery by Others
  4. Installation Requires Coordination with Modular Building/Classroom Installer, TMP Services and Balfour Beatty for proper elevations & material
  5. 6k Forklift required to Perform TMP Deck, Ramp and Steps installation provided by DV Modular Buildings
  6. Any Deviations from the approved DSA Plan Sheets 1AS401, 1AS402 & 1AS403 will

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	require approved written Change Order 7. Anything not covered in this estimate is excluded 8. Change in elevation can't exceed 12" over 250' 9. Performance start date is TBD with approved agreements 10. Installation Duration is 20 working days unless delayed by others 11. Payment Terms: Net 20 12. Means and Methods are confidential and proprietary to DV Modular Buildings, Inc.			
	We appreciate the opportunity and look forward to working with you!			
			TOTAL	<b>\$693,660.00</b>

Accepted By

Accepted Date

January 1, 2023

**RE: Disabled Veteran Modular Buildings Inc (DV Modular) – Summary Statement  
CA Dealer License DL1529899 / CA GC License 1088718 / CA DIR 1000889755**

To whom it may concern,

DV Modular is a fast-growing California General Contractor and Department of Housing and Community Development licensed dealer of Commercial Modular Buildings. Our team has over 20 years of prefabricated commercial modular building experience. We offer a variety of services including consulting, leasing, sales, transportation, installation, relocation, modifications, removal, and disposal of such buildings. Our services extend to all industries including Government, Construction, Education, Energy, Medical and Professional Services. Our capabilities also include Construction Site Set-up. Our team has a large list of completed projects including the following to name a few:

1. Hensel Phelps – Harbor UCLA Medical Center at Torrance, CA (2022)
2. Herzog – Metrolink Maintenance Yard at Perris, CA (2022)
3. Department of Veterans Affairs – GH for Homeless at Los Angeles, CA (2022)
4. Hensel Phelps – UCR School of Medicine at Riverside, CA (2021)
5. AECOM Turner NBA JV – Intuit Dome at Inglewood, CA (2021)
6. US Coast Guard – LA/LB USCG Ocean Patrol Cutter at Sand Pedro, CA (2021)
7. Archer Western Federal JV – VA San Diego SCI & CLC at La Jolla, CA (2021)
8. City of Huntington Beach – Homeless Navigation Center at Huntington Beach, CA (2020)
9. LINXS CJV - LAX Integrated Express Solutions at Los Angeles, CA (2020)
10. Dragados USA – Joint Water Pollution Control Plant at Wilmington, CA (2019)
11. Loyola Marymount University – Pereira Annex Building at Los Angeles, CA (2019)
12. California State University Dominguez Hills – Classroom Village at Carson, CA (2019)
13. Turner AECOM-Hunt JV – SoFi Stadium at Inglewood, CA (2016-2019)
14. Jacobs Engineering – Rancho Los Amigos “Rancho Rising 2020” at Downey, CA (2014 – 2019)

Our company is certified by California Department of General Services as SB (Micro) and DVBE and verified with the Department of Veterans Affairs. Please feel free to call me directly at (951) 795-5920 or email me at [jose.deleon3@hotmail.com](mailto:jose.deleon3@hotmail.com) once you are ready to discuss in detail your project location, timeline, and budget.

Sincerely,

Jose A. De Leon

Digitally signed by Jose A. De Leon  
DN: C=US,  
E=jose.deleon3@hotmail.com,  
O="Disabled Veteran Modular  
Buildings, Inc", CN=Jose A. De  
Leon  
Location 5736 Steve Street, Jurupa  
Valley, CA 92509  
Reason I am approving this  
document  
Contact Info: 951 795 5920  
Date 2023.02.16 10:26:59-0800'

Jose A. De Leon  
President & CEO



5736 Steve Street, Jurupa Valley, California 92509

**Phone:** (951) 795-5920 **E-Mail:** [info@dvmobular.com](mailto:info@dvmobular.com) **Website:** [www.dvmobular.com](http://www.dvmobular.com)



**CITY OF HUNTINGTON BEACH**  
Public Works Department

Sean Crumby, PE  
Director of Public Works

December, 2020

Re: Disabled Veteran Modular Buildings  
Letter of Recommendation

To Whom It May Concern:

I am pleased to write this letter of excellent performance on behalf of Disabled Veteran Modular Buildings (DV Modular Buildings), who recently provided their services for our new Homeless Shelter in Huntington Beach.

DV Modular Buildings, and Jose De Leon in particular, demonstrated a clear and comprehensive understanding of our needs and adhered to defined budgets and often very demanding schedules. It is this combination of understanding and action that has led to the project's success. DV Modular's knowledgeable staff is extremely easy to work and always puts the client first. Mr. De Leon and his team have demonstrated superior dedication and effort towards meeting and exceeding the City's goals.

If I can provide any additional information, or be of any further assistance, please do not hesitate to contact me at [tom.herbel@surfcity-hb.org](mailto:tom.herbel@surfcity-hb.org) or (714) 375-5077.

Sincerely,

Tom Herbel, P.E.

City Engineer  
City of Huntington Beach

TH:DD:kb



83030 Avenue 52

Coachella CA 92236

[Jazlandscapinginc.com](http://Jazlandscapinginc.com)

March 2021

LIC. #1061553

Recommendation for Disabled Veterans Modular Buildings:

I am beyond excited to recommend this team, after searching countlessly for a mobile office that suited our company's needs and budget. Jose De Leon, listened to our concerns and was extremely patient and professional with us.

Disabled Veterans Modular Buildings will do anything in their power to make sure you are 100% satisfied. Not only did he drive all the way to the Coachella Valley to deliver our office, he personally came out 2 weeks prior to make sure that the placement for our office wouldn't be an issue for us in the future. Unlike other places, we felt absolutely no pressure from him to purchase an office just to make a sale, Mr. De Leon wants to make sure it's something you'll love.

We cannot thank Mr. De Leon enough. His team went above and beyond for us. If you would like to know more about our experience with with Disabled Vteran Modular Building, feel free to contact us at: [Jazlandscapinginc@gmail.com](mailto:Jazlandscapinginc@gmail.com)

Sincerely,

*joaquin alvarado*

Joaquin Alvarado

President/CEO

JazLandscaping Inc.



5/20/2021

Re: Disabled Veterans Modular Buildings  
Letter of Recommendation

To Whom it May Concern,

I am pleased to highly recommend Disabled Veteran Modular Buildings for all your modular building needs. This company puts the customer first and Managing Owner, Jose DeLeon, goes out of his way to make sure the building fits your needs to the best of his abilities. This company's service is friendly, and they are experts in their field. Jose happily accepted any special needs I had regarding everything from cabinet size to proper placement of electrical outlets and placement of electrical connections for specialized medical equipment. His crew is fast, efficient, trustworthy and stays on schedule. Jose visited our property promptly to do a sight visit beforehand and really impressed me. He exudes trust, friendliness, and prioritizes your happiness with his product. As I told Jose "I wish he sold other things we could buy from him because I like to give my business to good people".

If I can provide any additional information, please do not hesitate to contact me, Denys Hemen 310-458-9453 ext 109 or email [denys@cawildlife.org](mailto:denys@cawildlife.org).

Denys Hemen  
Hospital Manager  
California Wildlife Center  
P.O. Box 2022  
Malibu CA 90265  
(310)458-9453 ext 109  
[www.cawildlife.org](http://www.cawildlife.org)



## *Our Savior's Lutheran Church and School*

*"Inspired to Love, Encouraged to Think and Sent to Serve."*

June 4, 2021

Jose De Leon  
U.S. Army Veteran – OIF / OEF  
Disabled Veteran Modular Buildings

To Whom It May Concern:

I am writing this as a strong recommendation of Disabled Veterans Modular Buildings. Jose and his company were so efficient and professional in removing two large modular structures from our church property. We were 100% completely satisfied with everything they did. Jose De Leon listened to our concerns and always was prompt in returning calls.

We cannot thank Mr. De Leon enough, including a financial donation made to our church. His team went above and beyond for us.

Sincerely,

Richard D. Ajer  
Pastor  
Our Savior's Lutheran Church  
San Clemente, CA 92672







**From:** Archer Western Federal JV  
**Date:** 7/2/21  
**Project:** VA San Diego – SCI & CLC Hospital and Parking Garage  
**Subject:** Disabled Veteran Modular Buildings

To whom it may concern,

Disabled Veteran Modular Buildings (DVMB) was the Trailer Complex Installer for the General Contractor (Archer Western Federal) and US Army Corps of Engineers here at the VA San Diego project. The contract is a \$205M lump sum for the new SCI/CLC Building and new Parking Garage. There is a GC staff of about 30 employees and a USACE staff of about 40 employees in each trailer complex respectively, which will be utilized for the 3-4yr duration of the project. These complexes consisted of individual offices, conference rooms, break/kitchen areas, multiple bathrooms, janitor's closets, and reception areas.

DVMB was more than satisfactory to work with from the estimating and buyout to the punch list phase for their scope of work. We worked directly with the owners Jose and Frankie the whole time which gave us the feeling that we were given priority when requesting information or edits to the floor plans. DVMB was accommodating for the VA Medical Center's hours of operation by delivering off-hours which was very important, so patient care was not interrupted. During the installation of the trailers, we were updated on daily progress and they were very quick to complete design changes without impacting schedule.

Archer Western is looking forward to working with DVMB in future projects, no matter what the size or complexity it may be.

Sincerely,

Archer Western Federal JV

U.S. Department of  
Homeland Security

United States  
Coast Guard



Commanding Officer  
United States Coast Guard  
Civil Engineering Unit Oakland

1301 Clay Street, Suite 700N  
Oakland, CA 94612-5203  
Staff Symbol: REC  
Phone: (510) 919-0055  
E-mail: michael.j.gough@uscg.mil

5200  
08 NOV 2021

## MEMORANDUM

From: Michael J. Gough, Construction Manager  
To: Whom It May Concern  
Subj: INSTALL LEASED MODULAR OFFICES AT BASE LA/LB, SAN PEDRO CA.;  
Letter of Recommendation, Disabled Veteran Modular Buildings

The subject contract was awarded on May 27, 2021 to Sustainable Modular Management, Inc. of Plano, TX for \$794,788.00 for the delivery, set-up and two year lease of modular units for the Base Los Angeles/Long Beach (LA/LB) U.S. Coast Guard (USCG) Ocean Patrol Cutter (OPC) pre-commissioning crews to occupy for the period of time their new headquarters building and ship were being constructed. As part of that contract Disabled Veteran (DV) Modular Buildings was sub-contracted to perform the refurbishment and delivery/set-up of the seven modular units at Base LA/LB.

DV Modular Buildings management, Mr. Jose DeLeon and Mr. Franki Alvarado, and their crews were very professional and responsive to the needs of the USCG mission to provide for the OPC crew's requirements. The quality and professionalism of the work during the refurbishment at the DV Modular Buildings work site were outstanding. The delivery and set-up work at Base LA/LB was done with efficiency and expedience so that the modular units were provided in a timely manner.

DV Modular Buildings has shown excellent coordination, communication and ability to provide what was needed in a professional and quality manner in all respects. Their ability to work with the USCG on a high priority and much needed project was highly appreciated. Their willingness to work with myself and the rest of the USCG Facilities Engineering Division to ensure all work was done timely and all punch list items resolved in a timely manner was outstanding.

*Michael J. Gough*  
M. J. GOUGH  
Construction Manager &  
Contracting Officer's Representative

July 15, 2022

RE: Disabled Veteran Modular Buildings Letter of Recommendation

To whom it may concern,

Disabled Veterans Modular Buildings (DV Modular) was chosen by Herzog Contracting Corp. to provide services and products for the Metrolink maintenance of way services contract. DV modular provided transport services in 2021 of an existing modular office and recently provided a new 60 ft x 24 ft modular office for a new field office.

DV Modular was selected to move an existing modular field office from Van Nuys, Ca to Moorpark, Ca in November of 2021. Jose De Leon and his team demonstrated their commitment to safety and getting the job done in a timely manner, therefore when we were looking to purchase a new field office for another location DV Modular was the clear choice. Mr. De Leon and his team are committed to providing quality products and services in a safe and timely manner. Mr. De Leon goes over and above their contract requirements to ensure that our purchase and services meet our expectations and needs. We look forward to working with Jose and his team in the future.

I can provide any further information needed, feel free to contact me via phone or email listed below.

**Tony Strong**



**Herzog Contracting Corp.**

*Chief Inspector of Track, Structures, and Right of Way*

*9130 Anaheim Pl*

*Suite 230*

*Rancho Cucamonga, Ca 91730*

*760-583-1869 M*

[Tstrong@Herzog.com](mailto:Tstrong@Herzog.com)



**HENSEL PHELPS**  
Plan. Build. Manage.

**JOBSITE OFFICE**  
18850 Von Karman Ave., Suite 100  
Irvine, CA 92612  
T: (949) 852-0111

October 25, 2022

Subject: Disabled Veteran Modular Buildings Letter of Recommendation

To Whom It May Concern:

It provides me with great pleasure to write this letter of recommendation on behalf of Disabled Veteran Modular Buildings (DV Modular), who recently provided their services for Hensel Phelps on the UC Riverside School of Medicine Education Building II project.

DV Modular was selected to relocate an existing modular building that was within the building footprint for the new School of Medicine project over to UCR's Corporation Yard. This \$226,000 project consisted of relocating and reassembling (8) 12' x 60' modules, which had to be transported at night utilizing a crane. Jose De Leon and the DV Modular team went above and beyond to successfully complete this move safely and on time. The DV Modular team is comprised of individuals that exhibit a strong work ethic, drive and commitment. I would be happy to work with DV Modular again in the future.

Should there be any questions or comments regarding the above, please don't hesitate to contact the me.

Sincerely,

HENSEL PHELPS

Stephanie Carter  
Project Manager  
[Scarter2@henselphelps.com](mailto:Scarter2@henselphelps.com)  
951.533.0441

File: 4021192



# HENSEL PHELPS

Plan. Build. Manage.

## SOUTHERN CALIFORNIA REGION

18850 Von Karman Avenue, Suite 100

Irvine, California 92612

Lic. 519252

(949) 852-0111

FAX: (949) 852-0218

April 10<sup>th</sup>, 2023

To Whom It May Concern:

I am writing to recommend Disabled Veterans (DV) Modular Buildings for any work including, but not limited to the following: Construction Trailer procurement, installation, and monthly maintenance; field adjustments/upgrades to existing trailers; procurement and installation of trailer decking, and all other items related to construction trailer work that may be required.

I have had the privilege to interact and work with DV modular on a handful of projects, with the most recent being the Harbor-UCLA Medical Center Replacement Program. Jose De Leon and his crews provide outstanding service from start to finish. From the quote process to installation and as-needed maintenance, they live up to their reputation. Jose and his crews treat us with respect and they stick to their word from start-to-finish. DV Modular hires knowledgeable employees and craftsmen and are prompt to respond to any requests.

To-date, DV Modular Buildings has helped us focus on building our Project and not the trailer installation. Jose points out and offers potential money saving opportunities prior to work being put in place, which only a time-tested company can provide this ability. With DV Modular's knowledge, adaptability, dedication, and team mentality, I have no doubt you will be pleased to work with them. If you have any questions, please feel free to contact me at the above address.

Sincerely,

HENSEL PHELPS CONSTRUCTION CO.



Joe VanMilligan  
Project Manager



## Office of Small Business & DVBE Services

**Certification ID:** 2016490

**Legal Business Name:**

Jose Antonio De Leon

**Doing Business As (DBA) Name 1:**

Disabled Veteran Modular Buildings

**Doing Business As (DBA) Name 2:**

**Address:**

5736 Steve Street

Jurupa Valley

CA 92509

**Email Address:**

jose.deleon3@hotmail.com

**Business Web Page:**

**Business Phone Number:**

951/795-5920

**Business Fax Number:**

**Business Types:**

Service

Certification Type	Status	From	To
DVBE	Approved	11/23/2021	11/30/2023
SB(Micro)	Approved	11/23/2021	11/30/2023

Stay informed! KEEP YOUR CERTIFICATION PROFILE UPDATED!

-LOG IN at [CaleProcure.CA.GOV](https://www.caleprocure.ca.gov)

Questions?

Email: [OSDSHELP@DGS.CA.GOV](mailto:OSDSHELP@DGS.CA.GOV)

Call OSDS Main Number: 916-375-4940

707 3rd Street, 1-400, West Sacramento, CA 95605



U.S. Small Business  
Administration

202-205-8800 | [sba.gov](https://sba.gov)  
409 3rd St, SW. Washington DC 20416

April 11, 2023

De Leon, Jose A  
SAM UEI: FBNMEH54U6L3  
5736 Steve St  
Jurupa Valley, CA 92509

Dear De Leon, Jose A:

I am writing to inform you that De Leon, Jose A has been certified by the Veteran Small Business Certification Program (VetCert) at SBA. Your certification confirms your eligibility to compete for set-aside contracting opportunities, as well as other benefits, as a Service-Disabled Veteran-Owned Small Business (SDVOSB).

**What you need to know:**

- De Leon, Jose A is certified as a Service-Disabled Veteran-Owned Small Business (SDVOSB) and publicly listed at [veterans.certify.sba.gov](https://veterans.certify.sba.gov).
- Your certification is valid for three (3) years from the date of this letter.
- You may visit [SBA's website to download SBA-approved digital icons](https://sba.gov) that indicate your certification status.
- SBA may conduct a program examination at your office or work site during your certification period to verify the accuracy of your certification.
- You may apply for recertification 120 days prior to your expiration date by logging in to your Veteran Small Business Certification profile.

**What to do if your business changes:**

You must inform SBA of any changes to the business that could affect its eligibility for the program, such as:

- a closure
- a change to the firm's ownership, business structure, or control
- filing of a bankruptcy
- a change in a Veteran-owner's active duty status

You can inform SBA of changes through the VetCert website at [veterans.certify.sba.gov](https://veterans.certify.sba.gov). Failure to report eligibility changes within 30 days of the change could result in:

- Civil and criminal penalties
- A referral to the Debarment and Suspension Committee
- Decertification and removal from the Veteran Small Business Certification Program

Please keep a copy of this letter to confirm De Leon, Jose A's continued program eligibility. Thank you for your service to our country and for continuing to serve the United States through small business ownership.

Sincerely,

*John B. Perkins*

John B. Perkins  
Director Veteran Small Business Certification Program



*All SBA programs and services are extended to the public on a nondiscriminatory basis.*





Custom Canopies International Inc.  
 11815 Burke Street  
 Santa Fe Springs CA 90670  
 562-464-4766

### Customer Quote for:

Customer: **Balfour Beatty**

Job Name: **Kemble Chavez Sac City Rev 01**

2/7/2023

## Quote

Qty	Item	Per Unit	Total
	<b>Material</b>		-
2	DSA Hip Canopy 20'x20'	7810	15,620
	1 Alnet Mesh Fabric Top		-
	4 Post - 12' High		-
	<b>Required for Permits</b>		-
1	Engineering (PC Approved)	INCLUDED	-
8	Cages	180	1,440
	<b>Optional</b>		-
1	Freight: 95822 (Unload by Others)	1,500	1,500
0	Install: Prevailing (BY OTHERS)	EXCLUDED	-
1	Taxes - 10.5%	1,791	1,791
<b>Grand Total:</b>			<b>20,351</b>

\*\*PLA INSTALL NOT AVAILABLE

\*\*Quote good for 60 Days

\*\*9' High 20'x20' DSA \$7570 Each

\*\*10' High 20'x20' DSA \$7590 Each

\*\*To unload forklift recommended.



### Construction Expectations

1) The designated area for our structures will be accessible by drive-up for unloading of our trucks and equipment, including personnel man-lifts, forklifts, etc. Should a crane be required and direct access not available, additional costs for such will be submitted by a Change Order.

2) Our pricing is based on the ability to perform all our work with clear, sequential, and continuous access without interruption during normal daytime working hours. We have assumed one mobilization

for the installation of foundations, steel, and fabric; ; if additional mobilizations are required, there will be an additional charge. We will require exclusive access to the area for our work during the construction process.

3) Our pricing does not include daily site delays accessing the work areas. CUSTOM CANOPIES will submit a Change Order for any delays caused by other trades which interfere or cause us to stop working.

4) Pricing assumes secure storage and adequate lay down area for our tools, equipment, and materials, within close proximity to the installation site will be provided, free of charge.

5) Our price assumes others to provide 200-amp, 110-volt electrical service and necessary potable water available within 100 feet of our work.

6) CUSTOM CANOPIES will leave its work and materials in a clean condition at the conclusion of our work.

7) Barricades and public security requirements are not included.

8) Unless specifically included in this proposal, this agreement does not include, and CUSTOM CANOPIES will not provide, services, labor, or materials for any of the following work: (a) removal and disposal of any materials containing asbestos or any hazardous materials as defined by the EPA; (b) moving Owner's property around the installation site; (c) repair or replacement of any Purchaser or Owner-supplied materials; or (d) repair of damage to existing surfaces that may occur when construction equipment and vehicles are being used in the normal course of construction.

9) Pricing for foundation design is based on drilled pier footings. In the event the geotechnical report requires an alternate configuration, any additional costs incurred will be submitted to the client by a Change Order.

10) Digging of our foundations will not be constrained by any existing concrete or utilities. CUSTOM CANOPIES will not be responsible for moving or repairing any underground utility lines such as electrical, telephone, gas, water, or sprinkler lines that

11) Any additional costs incurred as a result of hard rock conditions requiring extra equipment, utility removal or repair, resulting in delay, will result in additional charges unless they are detailed on as-built site drawings provided to CUSTOM CANOPIES in writing prior to installation.

## **General Terms, Conditions and Warranty**

**1) Proposal:** The above proposal is valid for 30 days from the date first set forth above. After 30 days, we reserve the right to increase prices due to the rise in cost of raw materials, fuel, or other cost increases. When applicable, CUSTOM CANOPIES reserves the right to implement a surcharge for significant increases in raw materials, including, but not limited to; fuel, steel, and concrete. Due to the duration of time between proposals, contracts, and final installation, CUSTOM CANOPIES reserves the right to implement this surcharge, when applicable.

**2) Purchase:** By executing this proposal, or submitting a purchase order pursuant to this proposal (which shall incorporate the terms of this agreement specifically by reference) which is accepted by

CUSTOM CANOPIES (the "Company"), the purchaser identified above ("you" or the "Purchaser") agrees to purchase Shade Structures brand shade structures ("Structures") and the services to be provided by the Company, as detailed in the "Structure Pricing" and "General Scope of Work" sections of this agreement, above, or in the relevant purchase order accepted by the Company, for use by Purchaser or for installation by Company or Purchaser on behalf of a third-party who will be the ultimate owner of the Structures (the ultimate owner of a Structure, whether Purchaser or a third-party, being the "Owner").

**3) Short Ship Claims:** Purchaser has 15 days from receipt of the structures to file a short ship report in writing to CUSTOM CANOPIES. Company will not honor claims made after this time.

**4) Standard Exclusions:** Unless specifically included under the "General Scope of Work" section above, this agreement does not include, and Company will not provide, services, labor, or materials for any of the following work: (a) removal and disposal of any materials containing asbestos or any hazardous materials as defined by the EPA; (b) moving Owner's property around the installation site; (c) repair or replacement of any Purchaser or Owner-supplied materials; (d) repair of concealed underground utilities not located on prints supplied to Company by Owner during the bidding process, or physically staked out by Owner, and which are damaged during construction; or (e) repair of damage to existing surfaces that may occur when construction equipment and vehicles are being used in the normal course of construction.

**5) Payment:** If the Purchaser or Owner fails or delays in making any scheduled milestone payments, the Company may suspend the fulfillment of its obligations hereunder until such payments are made, or Company may be relieved of its obligations hereunder if payment is more than 60 days past due. Company may use all remedies available to it under current laws including, but not limited to, filing of liens against the property and using a collection agency or the courts to secure the collection of the outstanding debt.

**6) Manufacturing and Delivery:** Manufacturing lead-time from Company's receipt of the "Notice to Proceed" is approximately 6 to 8 weeks for standard structures, and 8 to 10 weeks for custom structures. Delivery is approximately 1 week thereafter. Delivery of structures may be prior to or at start of assembly. Please note that these timelines do not include approval or permitting timeframes.

**7) Returned Product, Deposits, and/or Cancelled Order:** Within the first 45 days after shipment from our facility, all returned product(s) and cancelled orders are subject to a 50% restocking fee. No returns are available following this 45-day period. All deposits are non-refundable. All expenses incurred (engineering, site surveys, shipping, handling, etc.) are the responsibility of the Purchaser, up to notice of cancellation.

**8) Concealed Conditions:** "Concealed conditions" include, without limitation, water, gas, sprinkler, electrical and sewage lines, post tension cables, and steel rebar. This agreement is based solely on observations the Company was able to make either by visual inspection or by drawings and/or plans submitted by Owner at the time this agreement was bid. If additional Concealed Conditions are discovered once work has commenced, which were not visible at the time this proposal was bid, Company will stop work and indicate these unforeseen Concealed Conditions to Purchaser or Owner so that Purchaser and Company can execute a Change Order for any additional work. In any event, any damage caused by or to unforeseen Concealed Conditions is the sole responsibility of the Purchaser and Company shall not be held liable for any such damage. Soil conditions are assumed to be soil that does not contain any water, hard rock (such as limestone, caliche, etc.), rocks larger than 4 inches in diameter, or any other condition that will require additional labor, equipment and/or materials not

specified by the Purchaser or Owner in the bidding process. Any condition requiring additional labor, equipment, and/or materials to complete the drilling or concrete operations will require a Change Order before Company completes the process. Price quotes are based on a drilled pier footing. Any variation will incur additional charges (i.e. spread footings, concrete mat, sand, water, landfill, etc.). Costs for footing and installation do not include any allowance for extending below frost lines (the additional costs for which vary by geographical region).

**9) Limited Warranty Information:**

- The structural integrity of all supplied steel is warranted for ten years.
- If assembly is provided by the Company, workmanship of the structure is covered for one year, including labor for the removal of any failed part, disassembly (if necessary), cost of shipping, and reassembly.
- All steel surface finishes are warranted for one year.
- Fabrics all carry a ten-year limited manufacturer's warranty against failure from significant fading, deterioration, breakdown, outdoor heat, cold, or discoloration. Should the fabric need to be replaced under the warranty, the Company will manufacture and ship a new replacement fabric at no charge for the first six years, thereafter pro-rated at 20% per year over the remaining four years.
- Sewing thread is warranted for ten years.
- In its sole discretion, the Company will repair and or/replace defective structures, products, or workmanship, or refund that portion of the price related to the defective product, labor, or service rendered.
- Should the Purchaser or Owner sell the structures to another party, the warranty cannot be transferred to the new owner without a complete and thorough on-site inspection performed by a Company representative. Please contact the Company at [contact@customshadecanopies.com](mailto:contact@customshadecanopies.com) for more details.
- All warranty claims covering Company supplied structures, products, and services must be submitted by Purchaser or Owner in writing to the Company within thirty days from the date of discovery of the alleged defect and must include a detailed description and applicable photographs of the alleged defect or problem. Warranty claims should be submitted by email to [contact@customshadecanopies.com](mailto:contact@customshadecanopies.com).
- These limited warranties do not cover defects and/or damages caused by:
  - \*Normal wear and tear.
  - \*Misuse, willful or intentional damage, vandalism, contact with chemicals, cuts, and Acts of God (i.e., tornado, hurricane, micro/macros burst, earthquake, wildfires, etc.)
  - \*Ice, snow or wind loads in excess of designed load parameters engineered for the supplied structures.

\*Use, maintenance, neglect, repair, and/or service inconsistent with the Company's written care and maintenance instructions, provided with the order.

- Limited warranties are void if:

- \*The supplied structures, products, services and/or labor are not paid for in full.
- \*The structures are not assembled in strict compliance with CUSTOM CANOPIES specifications.
- \*Any changes, modifications, additions, or attachments are made to the structures in any way, without prior written approval from the Company. Specifically, no signs, objects, fans, light fixtures, etc. may be hung from the structures, unless specifically engineered by the company.

- Limited warranties explicitly exclude:

- \*Workmanship related to assembly not provided by the Company or its agents.
- \*Fabric curtains, valances, and flat vertical panels.
- \*Fabric tops on structures that were not engineered and originally supplied by the Company.

**PURCHASER:**

\_\_\_\_\_

Signature: \_\_\_\_\_

By: (Print) \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**SELLER:**

**Custom Canopies Int.**

\_\_\_\_\_

Signature: \_\_\_\_\_

By: (Print) \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



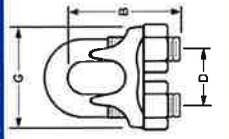


# GENERAL NOTES

- FIRE SAFETY DURING DEMOLITION AND CONSTRUCTION SHALL COMPLY WITH CFC CHAPTER 33 AND CBC CHAPTER 33.



## MALLEABLE WIRE ROPE CLIPS



### ZINC PLATED, MALLEABLE

Size in Inches	Min. Clips Required	Wire Rope Turn Back in Inches	Torque in Foot Pounds*	Approx. Wt. in Pounds	Dimensions in Inches						
					A	B	C	D	E	F	G
1/16**	3	4	2.0	0.030	0.15	0.65	0.45	0.38	0.38	0.45	0.69
1/8**	3	4-3/4	3.0	0.040	0.18	0.81	0.50	0.50	0.50	0.56	0.94
3/16	3	5-1/2	4.5	0.063	0.25	0.94	0.56	0.56	0.56	0.63	1.06
1/4	3	7	15.0	0.130	0.31	1.19	0.75	0.75	0.69	0.75	1.31
5/16	3	7-3/4	15.0	0.150	0.31	1.31	0.84	0.75	0.75	0.75	1.44
3/8	3	9-1/2	30.0	0.210	0.38	1.63	1.00	0.88	0.84	0.88	1.63
7/16	4	10-1/4	40.0	0.370	0.44	2.00	1.19	1.06	1.00	1.06	1.88
1/2	4	15-1/4	45.0	0.44	0.50	2.31	1.38	1.25	1.25	1.28	2.09
9/16	4	16	50.0	0.590	0.50	2.31	1.38	1.25	1.25	1.28	2.09
5/8	4	16	75.0	0.840	0.56	2.56	1.56	1.31	1.44	1.56	2.38
3/4	5	22-1/4	130.0	1.250	0.63	3.06	1.81	1.63	1.75	1.81	2.88
7/8	5	23-1/2	130.0	1.660	0.63	3.44	2.00	1.88	2.06	2.00	3.00
1	6	31	200.0	2.430	0.75	4.00	2.75	2.00	2.19	2.06	3.38

Meets the performance requirements of Federal Specification FF-C-450, current revision, Type 1, Class 2\*\*  
 \* Based on clean, unlubricated threads. The table above shows the minimum torque required to reach maximum holding power of wire rope clips.  
 \*\* NOTE: 1/16" and 1/8" are not covered by Federal Specification FF-C-450, current revision.

Improper use and installation of cast malleable wire rope clips can result in serious injury or death. NEVER use cast malleable wire rope clips for lifting or suspending ANY load. Cast malleable wire rope clips are to be used only for non-critical, light duty applications with small applied loads. For complete installation instructions refer to page 48.



FLAME RETARDANT

E-6 AND THEN

94501) EXPOSURE TO A PER ASTM G53. THE ALL BE MAINTAINED

EXPOSURE TO

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SHALL PROVIDE 42, PART 1, TITLE 24

UCT ALL THE

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SUCH AS CONTRACT ON CHANGE E REQUIRED WORK

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- THE CANOPY SIZE PROV
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- THE PROJECT DOES NO

## ASSEMBLY US

THE FOLLOWING CHECKLIST IS FOR THIS STRUCTURE.

- DINING CANOPY - ASSEM
- SHADE STRUCTURE - AS
- SHADE STRUCTURE - OU
- SHADE STRUCTURE OVE
- SHADE STRUCTURE OVE

NOTE: THE LOCATION OF THESE THE INTENDED OCCUPAN

## SITE-SPECIFIC

THE SECTION IS TO BE FILLED

- OCCUPANCY GROUP:

<input type="checkbox"/>	b. Inspect erection of precast concrete members.	Periodic	SI*	Table 1705A.3 Item 10. * May be performed by PI when specifically approved by DSA.
10. SHOTCRETE (in addition to Cast-in-Place Concrete tests and inspections):				
	Test or Special Inspection	Type	Performed By	Code References and Notes

DCS DSA 103-19 (Revised 07/16/2020)  
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STATE OF CALIFORNIA

**DSA 103-19: LISTING OF STRUCTURAL TESTS & SPECIAL INSPECTIONS (Concrete), 2019 CBC**  
 Table 1705A.3, ACI 318-14 Sections 26.12 & 26.13  
 Application Number: School Name: Increment Number:  
 04-121376  
 DSA File Number: 2022-07-16 08:55:22

<input type="checkbox"/>	a. Inspect shotcrete placement for proper application techniques.	Continuous	SI	1705A.19, Table 1705A.3 Item 7, 1908A.6, 1908A.7, 1908A.8, 1908A.9, 1908A.11, 1908A.12. See ACI 506.2-13 Section 3.4, ACI 506.8-16.
<input type="checkbox"/>	b. Sample and test shotcrete (f <sub>c</sub> ).	Test	LOR	1908A.5, 1908A.10

	11. POST-INSTALLED ANCHORS:	Type	Performed By	Code References and Notes
<input type="checkbox"/>	a. Inspect installation of post-installed anchors	See Notes	SI*	1617A.1.19, Table 1705A.3 Item 4a (Continuous) & 4b (Periodic), 1705A.3.8 (See Appendix for exemptions), ACI 318-14 Sections 17.8 & 26.13. * May be performed by the project inspector when specifically approved by DSA.
<input type="checkbox"/>	b. Test post-installed anchors.	Test	LOR	1910A.5. (See Appendix for exemptions.)

	12. OTHER CONCRETE:	Type	Performed By	Code References and Notes
<input type="checkbox"/>	a.			

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STATE OF CALIFORNIA

**DSA 103-19: LISTING OF STRUCTURAL TESTS & SPECIAL INSPECTIONS (Steel and Aluminum), 2019 CBC**  
 1705A.2.1, Table 1705A.2.1, AISC 303-16, AISC 341-16, AISC 358-16, AISC 360-16, AISC 5100-16  
 Application Number: School Name: Increment Number:  
 04-121376  
 DSA File Number: 2022-07-16 08:55:22

17. STRUCTURAL STEEL, COLD-FORMED STEEL AND ALUMINUM USED FOR STRUCTURAL PURPOSES				
Material Verification and Testing:				
	Test or Special Inspection	Type	Performed By	Code References and Notes
<input checked="" type="checkbox"/>	a. Verify identification of all materials and Mill certificates indicate material properties that comply with requirements. Material sizes, types and grades comply with requirements.	Periodic	*	Table 1705A.2.1 Item 3a-3c, 2202A.1, AISI S100-16 Section A3.1 & A3.2, AISI S240-15 Section A3 & A5, AISI S220-15 Section A4 & A6. * By special inspector or qualified technician when performed off-site.
<input checked="" type="checkbox"/>	b. Test unidentified materials	Test	LOR	2202A.1.
<input checked="" type="checkbox"/>	c. Examine seam welds of FSS shapes	Periodic	SI	DSA IR 17-3.

Inspection:  
 This or her qualified  
 qualified representative.

<input type="checkbox"/>	Test or Special Inspection	Type	Performed By	Code References and Notes
<input type="checkbox"/>	a. Ultrasonic	Test	LC	

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STATE OF CALIFORNIA

**DSA 103-19: LISTING OF STRUCTURAL TESTS & SPECIAL INSP**  
 1705A.2.1, Table 1705A.2.1, AISC 303-16, AISC 341-16, AISC 358-16, AISC 360-16, AIS  
 Application Number: School Name: Increment Number:  
 04-121376  
 DSA File Number: 2022-07-16 08:55:22

<input type="checkbox"/>	b. Magnetic Particle	Test	LC	
<input type="checkbox"/>	c.	Test	LC	

	21. STEEL JOISTS AND TRUSSES: 1705A.2.1, Table 1705A.2.1, AISC 303-16, AIS	Type	Performed By	Code References and Notes
<input type="checkbox"/>	a. Verify size, type and grade for all chord and web members as well as connectors and weld filler material; verify job profile, dimensions and camber (if applicable); verify all weld locations, lengths and profiles; mark or tag each joint.	Continuous	\$	

	22. SPRAY APPLIED FIRE PROOFING: 1705A.2.1, Table 1705A.2.1, AISC 303-16	Type	Performed By	Code References and Notes
<input type="checkbox"/>	a. Examine structural steel surface conditions. Inspect application, take samples, measure thickness and verify compliance of all aspects of application with DSA-approved documents.	Periodic	\$	
<input type="checkbox"/>	b. Test bond strength	Test	LC	

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STATE OF CALIFORNIA

**DSA 103-19: LISTING OF STRUCTURAL TESTS & SPECIAL INSP**  
 1705A.2.1, Table 1705A.2.1, AISC 303-16, AISC 341-16, AISC 358-16, AISC 360-16, AIS  
 Application Number: School Name: Increment Number:  
 04-121376  
 DSA File Number: 2022-07-16 08:55:22

<input type="checkbox"/>	c. Test density.	Test	LC	
	23. ANCHOR BOLTS AND ANCHOR RODS:	Type	Performed By	Code References and Notes
<input type="checkbox"/>	a. Anchor Bolts and Anchor Rods	Test	LC	
<input type="checkbox"/>	b. Threaded rod not used for foundation anchorage	Test	LC	
	Other Steel			

Inspection:  
 This or her qualified  
 qualified representative.



ES, ETC., THAT INTERFERE WITH NEW

9. THE LOCATION OF UTILITY SERVICES IN BEGINNING EXCAVATION. EXERCISE EXTREME CARE TO PREVENT DAMAGE CAUSED AS A RESULT OF PRESERVE ALL EXISTING UNDERGROUND SERVICES OF THE CONTRACTOR.

10. FOR THE DESIGN, APPROVALS, PERMITS, ALL CRIBBING, SHEATHING AND SHORING FOR TEMPORARY EXCAVATIONS.

11. ALL TO THE STRUCTURE SHALL HAVE ADEQUATE BRACING TO PREVENT SATURATION OF SOIL UNDER

A, B, C, D + D-DEAFULT

12. ALL TO BE PLACED IN CONFORMANCE WITH THE C.B.C., "CONCRETE PRACTICE" BY THE C.R.S.I.

13. ALL TO BE WELDED TO A.S.T.M. A-615, DEFORMED GRADE 60. ALL WELDS SHALL CONFORM TO A.S.T.M.

ALL TO BE IN ACCORDANCE WITH A.S.T.M. A-706 AND SHALL CONFORM TO THE STRUCTURAL REQUIREMENTS SET FORTH IN THE SPECIFICATIONS BY A.N.S.I. / A.W.S. D1.4. MINIMUM TENSILE STRENGTH SHALL BE 90 K.S.I. ALL WELDING SHALL BE

RS.

REQUIREMENTS. REFER TO CIVIL, ARCHITECTURAL, MECHANICAL, ELECTRICAL DRAWINGS THAT OCCUR PER SPECIFIC PLANS FOR NON-STRUCTURAL ITEMS, SUCH AS:

- A. SIZE AND LOCATION OF ALL OPENINGS.
- B. SIZE AND LOCATION OF ALL NON-BEARING WALLS.
- C. SIZE AND LOCATION OF ALL CONCRETE CURBS, WALKS, ROADS AND FLOOR DRAINS, SLOPES, DEPRESSED SLAB AREAS, ETC.
- D. FLOOR, ROOF AND WALL FINISHES.
- E. DIMENSIONS NOT SHOWN ON STRUCTURAL DRAWINGS.

THE STRUCTURAL CONTRACT DOCUMENTS AND SPECIFICATIONS REPRESENT THE FINISHED STRUCTURE. UNLESS OTHERWISE INDICATED, THEY DO NOT INCLUDE THE METHOD OF CONSTRUCTION.

NEITHER THE OWNER NOR THE ARCHITECT/STRUCTURAL ENGINEER SHALL ENFORCE SAFETY MEASURES OR REGULATIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR HIS OWN EXPENSE, DESIGN, CONSTRUCTION AND MAINTAIN ALL SAFETY DEVICES INCLUDING SHORING AND BRACING AND SHALL BE SOLELY RESPONSIBLE FOR CONFORMING TO ALL LOCAL, STATE AND FEDERAL SAFETY AND HEALTH STANDARDS, LAWS AND REGULATIONS. OBSERVATION VISITS TO THE PROJECT BY THE STRUCTURAL ENGINEER SHALL NOT INCLUDE INSPECTION OF TEMPORARY SAFETY ITEMS.

11. SATISFACTORY EXECUTION OF CONSTRUCTION IS DEPENDENT UPON CONFORMANCE WITH THE INTENT OF THESE DRAWINGS. OWNER OR CONTRACTOR SHALL RETAIN A CALIFORNIA LICENSED STRUCTURAL ENGINEER DURING CONSTRUCTION TO OBSERVE THE CONSTRUCTION AND FILE A REPORT STATING THE RESULTS. THE CONSTRUCTION HAS, IN EVERY MATERIAL RESPECT, BEEN PERFORMED IN COMPLIANCE WITH THE DSA APPROVED DOCUMENTS

12. CONSTRUCTION MATERIALS SHALL BE SPREAD OUT IF PLACED ON FLOORS OR ROOF. LOAD SHALL NOT EXCEED DESIGN LIVE LOAD FOR PARTICULAR LEVEL. WHEN WEIGHT OF MATERIALS OR EQUIPMENT EXCEEDS DESIGN LOAD, STRUCTURAL SYSTEMS SHALL BE SHORED.

13. WHERE NO CONSTRUCTION DETAILS ARE SHOWN OR NOTED FOR A PARTICULAR PART OF THE WORK, THE DETAILS SHALL BE THE SAME AS FOR OTHER SIMILAR PARTS.

SCREWS OR WELDING U.N.U. SCREWS OR WELDS SHALL BE OF SUFFICIENT SIZE TO INSURE THE STRENGTH OF THE CONNECTION. ALL WELDS OF GALVANIZED STEEL SHALL BE TOUCHED UP WITH ZINC-RICH PAINT. ALL WELDS OF CARBON SHEET STEEL SHALL BE TOUCHED UP WITH PAINT.

7. ALL SHEET METAL SCREWS SHALL COMPLY W/ICC ESR-1976 OR APPROVED EQUAL.
8. ALL WELDING OR MATERIAL LESS THAN 0.18 INCHES IN THICKNESS SHALL BE MADE IN ACCORDANCE WITH THE A.W.S. D1.3 WELDERS AND WELDING PROCEDURES AND SHALL BE QUALIFIED AS SPECIFIED IN A.W.S. D1.3.
9. TOUCH UP COLD GALVANIZING USING ZRC CHEMICAL PRODUCTS CO., ZRC COLD GALVANIZING COMPOUND OR EQUAL.

10.

COATING CLASSIFICATION	COATING DESIGNATOR	MINIMUM COATING REQUIREMENTS		
		ZINC COATED <sup>A</sup> oz/ft <sup>2</sup> (g/m <sup>2</sup> )	ZINC Iron <sup>B</sup> oz/ft <sup>2</sup> (g/m <sup>2</sup> )	55% AL-Zinc <sup>C</sup> oz/ft <sup>2</sup> (g/m <sup>2</sup> )
METALLIC COATED	CP 60	G60 [Z180]	G60 [Z180]	AZ50 [AZM150]
	CP 90	G90 [Z275]	Not Applicable	AZ50 [AZM150]
PAINTED METALLIC	PM	The metallic coated substrate shall meet the requirements of metall coated. In addition, the paint film shall have a minimum thickness 0.5 mil per side (primer plus topcoat) with a minimum primer thickness of 0.1 mil per side.		

<sup>A</sup> Zinc-coated steel sheet as described in ASTM A653/A653M.

<sup>B</sup> Zinc-iron alloy-coated steel sheet as described in ASTM A653/A653M.

<sup>C</sup> 55% Aluminum-zinc alloy-coated steel sheet as described in ASTM A792/A792M.

<sup>D</sup> Zinc-5% aluminum alloy-coated steel sheet as described in ASTM A875/875.

<sup>E</sup> In accordance with the requirements of ASTM A1003/A1003M.

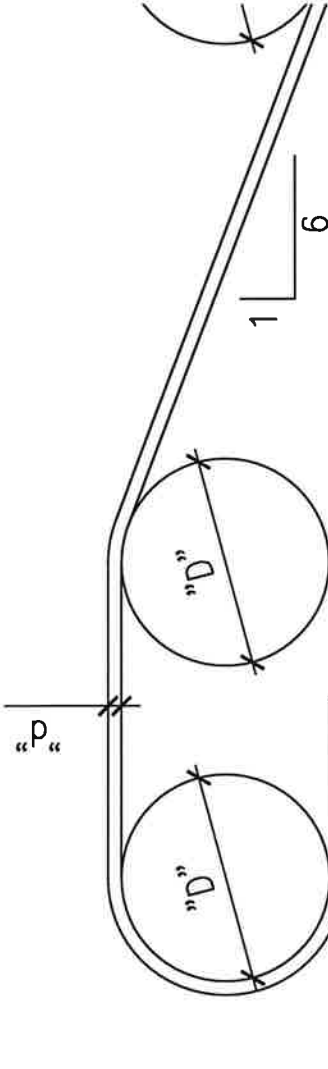
-BOLT ON

↓ POWDER

## STEEL CABLES:

# ULVI L LVL IAIL

OFFSET



INTERSECTION

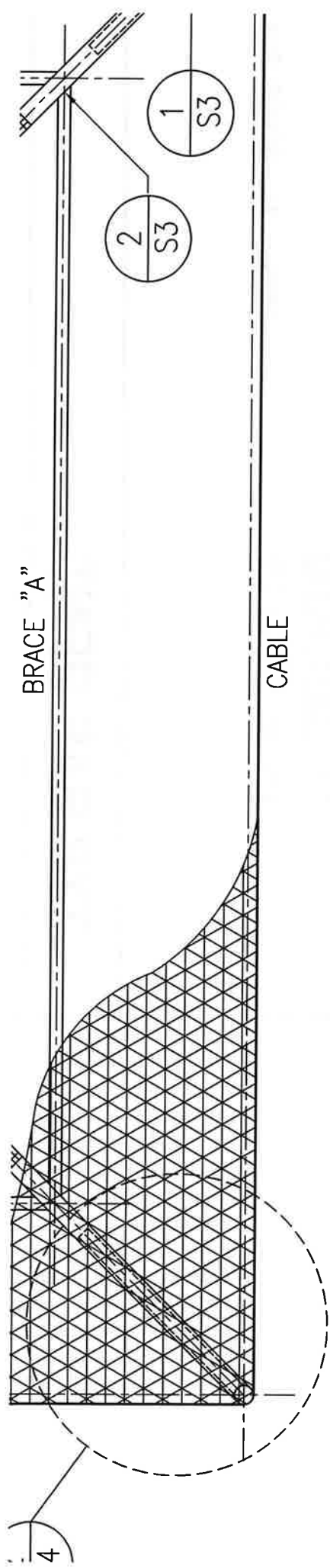
REINFORCING BAR E	B/	DIAM
REINFORCING SIZE	#3 TO #8	

135 DEG BEND

#5 & SMALLER

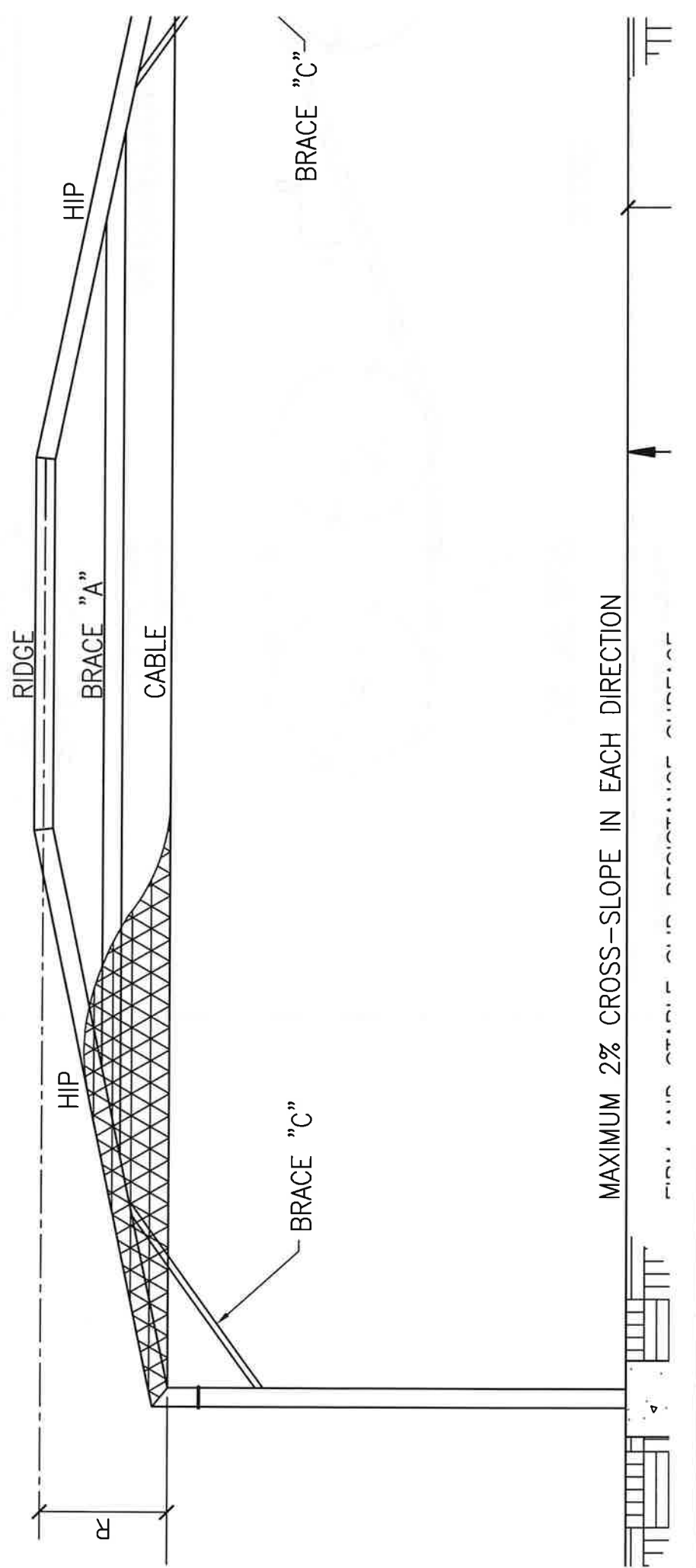
NOTE: ALL BENDS SHA

# TYP BAR BENT

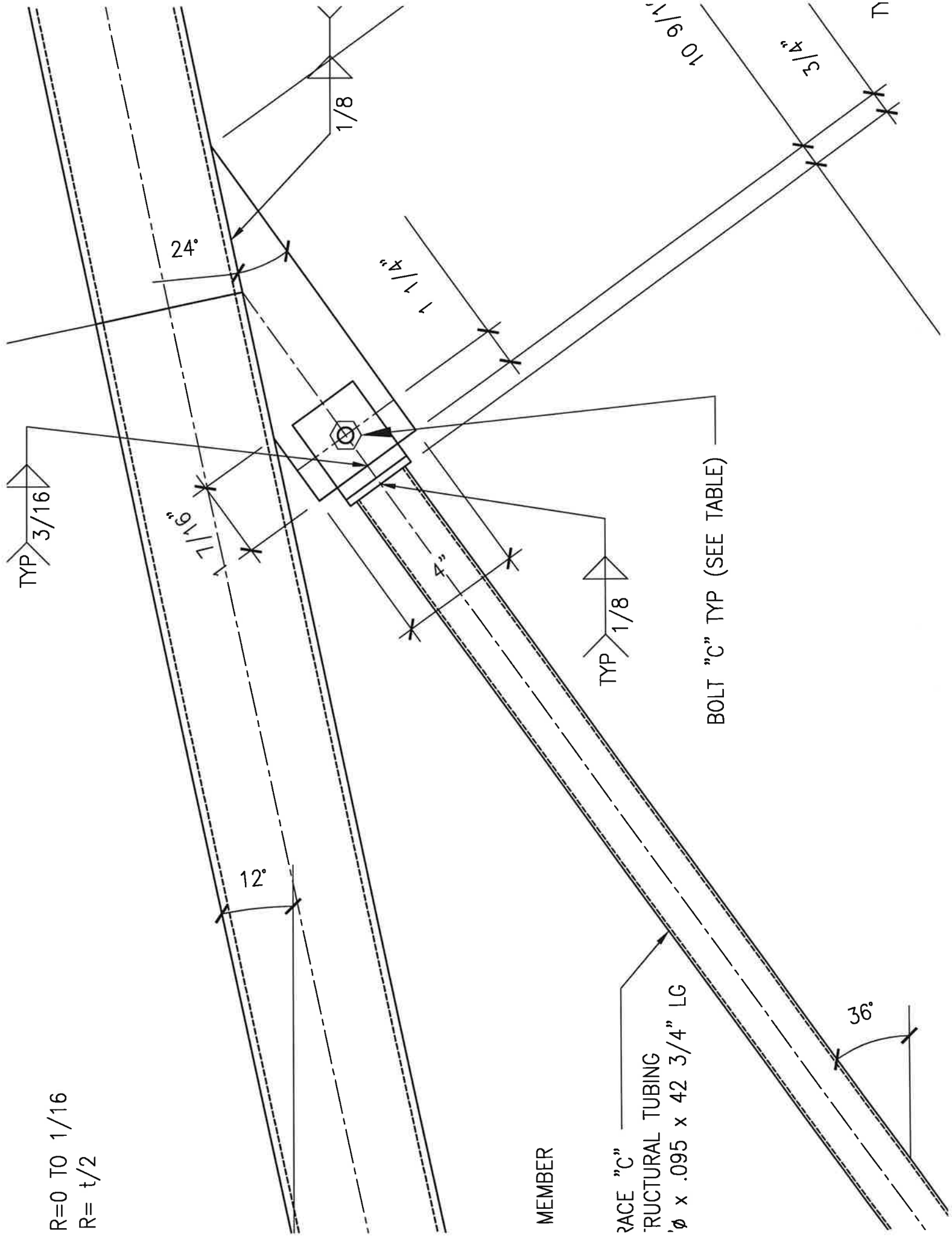


### 3 TYPICAL CANOPY PLAN VIEW

SCALE: NONE



R=0 TO 1/16  
R= t/2



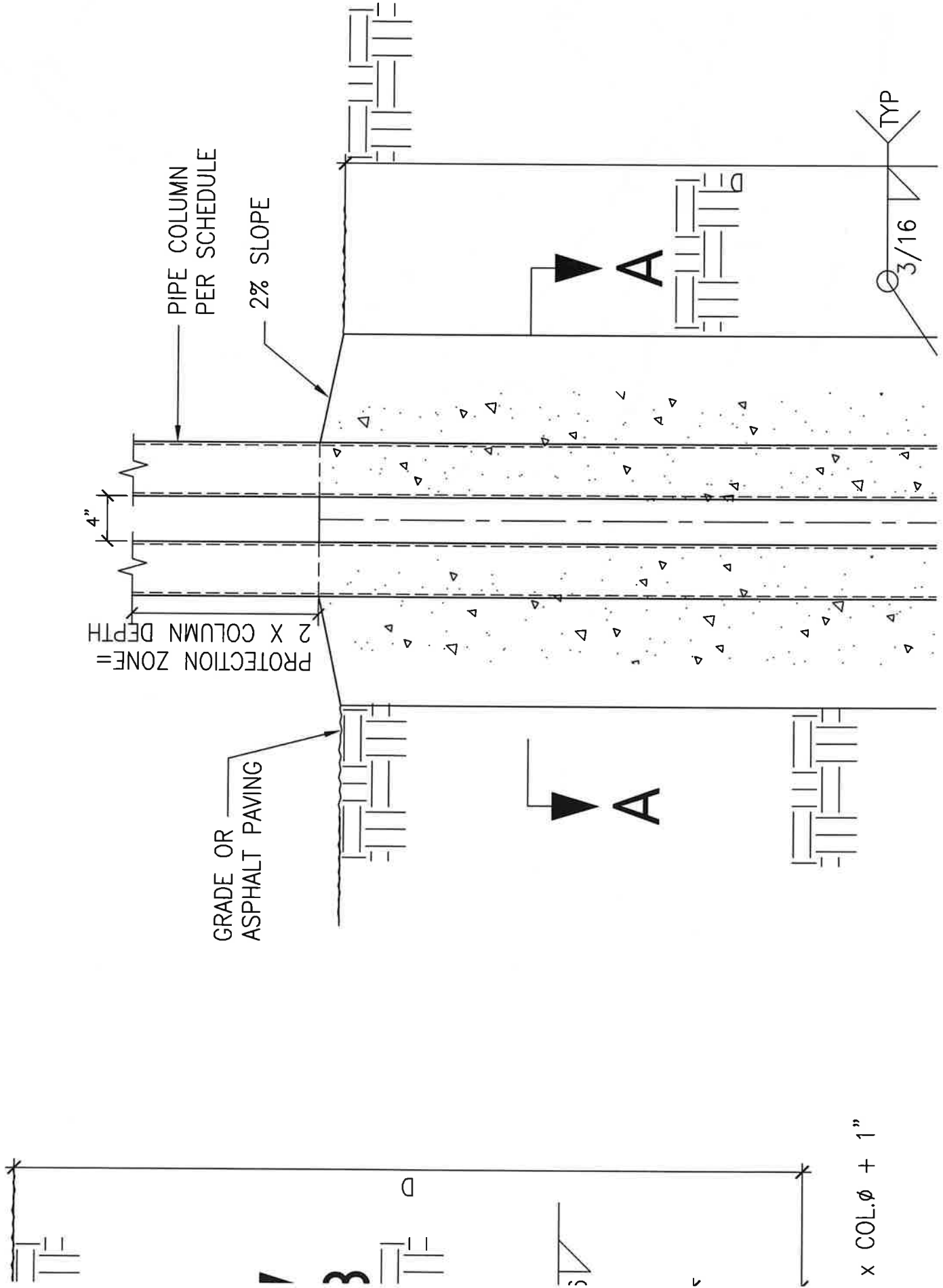
MEMBER

RACE "C"  
STRUCTURAL TUBING  
 $\phi \times .095 \times 42 \text{ } 3/4 \text{ LG}$

BOLT "C" TYP (SEE TABLE)

# 3 TYPICAL INT. COL. - PIPE CONNECTION

SCALE 3" = 1'-0"



**Bid Proposal: Fabricated Engineered Structures**

**SCUSD Chavez-Kemble ES Inc. 1 - Portable Relocation**

7495 29th Street, Sacramento, CA 95822, United States of America

Sent proposal: \$20,351

Submitted Mar 7, 2023 at 5:12 PM PST

**Custom Canopies St Augustine FL**

11815 Burke St, Santa Fe Springs, CA 90670, USA

CCI Estimator | Estimator | +1 562-464-4766 | quotes@customshadecanopies.com

**Alternates**

\$0

Alternate #1: Provide full installation of assembly.

**Additional Information**

**Notes**

- \*\*PLA INSTALL NOT AVAILABLE
- \*\*Install NOT included
- \*\*Quote good for 90 Days
- \*\*To unload forklift recommended, NOT supplied.
- \*\*20'x20' DSA Hip Canopy 4 post 12' High

**Attachments**

-  Kemble Chavez Sac Cty Qu... (223 KB)
-  04-121376\_DWG\_A.pdf (12.9 MB)

**Bid Proposal:** Fabricated Engineered Structures

Printed on Apr 2, 2023 at 7:56 PM PDT

**SCUSD Chavez-Kemble ES Inc. 1 - Portable Relocation**

7495 29th Street, Sacramento, CA 95822, United States of America

Sent proposal: \$49,950

Submitted Feb 28, 2023 at 9:09 AM PST

**Park Planet**

1555 Tahoe Ct, Redding, CA 96003, USA

Kyle Knox | Sales | +1 530-244-6116 | kyle@parkplanet.com

**Alternates**

Alternate #1: Provide full installation of assembly.

\$0

**Additional Information**

**Notes**

Installation not included

**Attachments**

 Qt 23-1302 - Kembler Chave... (1.4 MB)





**QUOTE**

Quoted To:  
**Balfour Beatty**

Contact: Jorge Vargas  
 Phone: 858.635.7457 / Email: jvargas@balfourbeattyus.com

**Quote #:** Q23-1302  
**Date:** February 07, 2023  
**Project:** Kemble-Chavez ES - Sac City Schools - Balfour Beatty  
**City:** Sacramento  
**Sales Rep - Email:** Kyle Knox - kyle@parkplanet.com  
**Terms:** 50% Ppd - Rem 30dys / Shipment

#	Description	Vendor	Item No	Qty	Rate	Amount
<b>30'X40' SINGLE SLOPE LUNCH SHELTER - DSA</b>						
1	30' x 40' DSA Single Slope Lunch Shelter 26 ga Mega Rib Metal Roof 26 ga 1-5/8" Cee Trim 12' - 6" Roof Height and Top of Post 11' - 0" Beams @ Posts Height of Post is Measured from Sub-Grade to Top-of-Post 1/4:12 - Roof Pitch 20lb Framing 6 - Posts Includes: Fasteners & Brackets Factory Painted Roof & Trim All Powdercoated Posts Unpainted 'C' channel galvanized beams All materials will come with Mill Certs, and Certificates of compliance to be submitted to the lab and Inspector of Record. (Does not include Install or Painting of Covers)  The VSS PC Plans are not to be used as the only construction documents supporting bidding or installation. Additional information is needed to properly install a VSS shelter or cover. For example, field drilling and field cutting of posts may be required by the installer, depending upon the site conditions, pitch and heights used. If customer hires their own installer, said installer needs to be familiar with the field labor requirements and nuances of installing a Valley School Shelters that are not shown in the PC Plans. Installation experience of at least 10 + shelters or walkway covers, or combination thereof, is recommended. Park Planet will not be responsible for additional field work required to erect/install the shelters when Park Planet is not hired to perform the installation.	Valley School Shelters	VSS DSA	1	42,200.00	42,200.00
2	Rain Gutter - One Side w/Downspouts	Valley School Shelters	RG-1S	1	1,350.00	1,350.00
<b>SHIPPING</b>						
3	Valley School Shelters Freight	Valley School Shelters	VSSF	1	2,590.00	2,590.00
<b>EXCLUSIONS</b>						
4	Equipment only. Installation to be supplied by others.	Park Planet	Equip-Only	1	0.00	0.00
5	Offloading & storage of equipment is the customer's responsibility. For most products a forklift rated for 5000lbs or more is recommended.	Park Planet	Offloading	1	0.00	0.00

#	Description	Vendor	Item No	Qty	Rate	Amount
6	Site Drawings, Welding Inspection, Special Field Inspection Fees & Submission To DSA By Others  Fabrication cannot begin until customer has provided supplier with proof of DSA approval	Park Planet	DSA	1	0.00	0.00

QUOTE GOOD FOR 90 DAYS - DUE TO THE CURRENT INDUSTRY WIDE VOLATILITY OF STEEL, AFTER 90 DAYS STEEL PRICES MAY ADJUST. CURRENTLY EXPERIENCING EXTENDED LEAD TIMES DUE TO NATIONWIDE TRANSPORTATION DELAYS -PLEASE DISCUSS WITH A PARK PLANET REPRESENTATIVE.

Sub Total	46,140.00
CA-Sacramento-Sacramento (8.75%)	3,810.63
<b>Total</b>	<b>\$49,950.63</b>

**ORDER / DELIVERY INFORMATION:**

A PURCHASE ORDER OR SIGNED CHANGE ORDER MUST BE RECEIVED BEFORE ADDITIONAL EQUIPMENT, INSTALLATION, OR SERVICES CAN PROCEED. IF PAYING BY CREDIT CARD, A SURCHARGE WILL BE ASSESSED ON PAYMENT AMOUNT FOR 3.5% VISA/MC OR 5% AMEX.

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

\*\*Purchasing agent who is authorized to enter into binding agreement for quoted entity.

\*\*By signing this quote, I have read and agree to the quote Terms & Conditions listed below, on the following 2 pages.

# TERMS & CONDITIONS

## 1. General Notes

- \*Assembly and Installation NOT included unless otherwise noted
- \*Payment and Performance bonds are NOT included unless otherwise stated. If required, additional charges will apply. Please call for details!
- \*Customer responsible for quoted quantities and model numbers, please check!
- \*Price reflects quoted quantity. Please request revision if alternate quantity is desired.

## 2. Payment / Ordering

- \*Most repeat customers are given the terms of 50% Deposit with order; Remainder within 30 Days from Delivery.
- \*Others require a onepage credit application or payment with order
- \*TO ORDER, please sign quote and return via email or fax to avoid any shipping delays. Fax or email copy deemed to be legal equivalent of original. If Payment with Order is required, please sign quote below and return with payment. All past due accounts subject to 1 ½% monthly finance charge. In the event legal action is required to effect collection venue shall be Red Bluff, CA.

## 3. Shipping / Unloading

- \*Shipped by Common Carrier – Customer will need 2 to 4 people to unload. Liftgate NOT included. Items will be boxed and / or stretch wrapped to pallets and customer is responsible for offloading. Delivery Drivers do NOT unload
- \*\*IMPORTANT: Customer is responsible for receiving and checking quantities and condition at time of delivery Please note any shortages or damages on delivery copy.
- \*Notwithstanding anything to the contrary in any Contract Documents, Customer understands that estimated shipment times for materials are an estimate only. We have no control over shipment dates. We thus make no guarantee to Owner or Customer regarding the projected shipment dates for materials and shall not be liable for any loss caused by the timing of shipments.

## 4. Engineered Wood Fiber

- \*Customer to provide access for Engineered Wood Fiber delivery with tractor truck and 53' trailer.
- \*Compaction of the Engineered Wood Fiber is NOT included in the installation cost, if desired, please request an updated proposal.

## 5. General Notes for Purchased Installation

- \*Installation does NOT include ground preparation, excavation, safety surfacing, and/or safety surfacing borders, prep work, flat work, grading, rerouting of water, electric, drainage or sprinkler lines unless otherwise noted in the proposal
- \*Demo of existing equipment or safety surfacing is NOT included unless otherwise stated in the proposal
- \*ROCK CLAUSE: Pricing is based on normal soil conditions which would allow an auger on a tractor to dig footings. If rocks/boulders interfere with the progress of the excavation, additional fees may apply.
- \*ACCESS CLAUSE: Installation based on clear access to area. Crane service is NOT included. Customer to provide access for bobcat to work area, bobcat will be provided by installer. Minimum access shall be 7' wide and 7' high. If adequate access is not provided additional charges may apply and repairs to landscape and irrigation may be required. Customer is responsible for any repairs to landscape if proper access is not provided.
- \*UTILITY CLAUSE: Unless stated in writing in the quote proposal, installation does not include marking of utilities by Dig Alert or other similar entities. Customer can, however, call Dig Alert directly. Dig Alert CANNOT locate any private lines, PVC or plastic water lines. Installation does NOT include repair or relocating any underground utilities, such as drainage, irrigation, live water lines, main low voltage lines, gas, electrical, communication, or sewer etc. Customers responsibility to provide locations of any utilities prior to commencement of work.
- \*Customer is responsible for all landscape repairs such as, but not limited to damaged trees, bushes, lawn, curbing, sidewalks and/or asphalt paving caused by materials truck and/or 2ton bobcat needed to complete project.
- \*Installation does NOT include ground preparation, excavation, safety surfacing, and/or safety surfacing borders unless otherwise noted
- \*Before we proceed with the playground installation, the playground area MUST be compacted, be free of debris, and excavated accordingly. Please call for details.
- \*Concrete pad for surface mount items NOT included and MUST be provided by customer unless otherwise stated.
- \*Surface mount anchoring to asphalt and paver areas is NOT included unless otherwise stated.
- \*Private Utility Locator is NOT included unless otherwise noted. Private Utility Locator CANNOT locate any PVC or plastic water lines
- \*Installation does NOT include saw cutting and/or core drilling unless otherwise noted
- \*Installation does NOT include jackhammering. Please call for details.
- \*Area MUST have normal soil conditions and be level.
- \*All Athletic Equipment Goals such as soccer, football, etc, install location MUST be marked out by customer prior to installation, if installation was purchased.

## 6. Temporary Fencing

- \*Security guards and/or temporary fencing to prevent injuries, vandalism and/or accidental damage to install area or to the rubberized surface while it sets is NOT included unless noted on quote. If desired, the installers can put up caution tape, but Temporary Fencing is recommended. Although the fencing, if provided, is intended to provide this security, the overall security of the property is ultimately the responsibility of customer. We are not responsible for any vandalism or injuries even with the provision of the fencing.

## 7. ADA Access

- \*Play Equipment MUST be installed over an impactabsorbing surface such as ADA compliant Engineered Wood Fiber or Rubber Surfacing. If not quoted, please call for details.
- \*This area is NOT ADA compliant without the installation of compliant surfacing and an accessible route up to and into the playground area. Please call for details.

## 8. PouredinPlace Rubber Surfacing

- \*Rubber Surfacing cure time is normally 4872 hours and can vary depending on weather conditions.
- \*Rubber Surfacing cannot be installed during extreme weather conditions and may also not be installed if rain or frost is forecast during the cure time.
- \*48Hour Manned Security is NOT included for rubber.

## 9. Shade Shelters (non DSA)

- \*Shade Shelter installation price EXCLUDES – unless otherwise stated in this quote engineering, drawings, calculations, permits, permit submittal, site plans, special inspections, soil reports, impact fees, special assessment fees. Customer is responsible for any and all of these items if required by the City/County.
- \*Shade Shelter manufacture time is 8 weeks. Permitting can add 24 weeks or more to lead time. PLEASE NOTE: Shade Orders are NOT released into production until permit is issued!
- \*Shade Shelter installation price EXCLUDES concrete pad, footings, masonry columns, electrical wiring and lights unless otherwise noted.

## TERMS & CONDITIONS (Continued)

### **10. Shade Shelters (DSA)**

\*\*8-10 Week lead time is AFTER DSA approval by your architect of choice

\* Customer to receive shade shelter. If receiving by us is needed, please call for pricing and details!

\* Job to be completed in one mobilization. Additional moves will be additional pricing if we are required to remobilize due to schedule issues, stop work or a delay in work not caused by us.

\*Pricing does NOT include, architectural drawings, site/plot plans, DSA submittal fees, job site inspector fees, shop welding inspection fees, and/or permits

\*DSA inplant Welding Inspector to be hired by the School District. Welding Inspector fee has NOT been quoted.

\*School District / Architect responsible for submission of plans to DSA for DSA approval

\*Fabrication cannot start until inspections have been coordinated, colors have been selected, and approved plans received.

\*Pricing does NOT include footings, steel cages, anchor bolts, or erecting of shade shelter unless otherwise noted.

### **11. Prevailing Wages**

\*Prevailing Wages NOT included unless otherwise noted. (ie: Davis Bacon, TERO, ect.) If this is a Prevailing Wage project, please request alternate pricing.

\*If Prevailing Wages / Davis Bacon Wages were INCLUDED, all other special work fees NOT included Additional Labor Charges may apply if alternate labor is required.

\*If DIR Project Registration is required, work may not begin until we receive DIR Project ID number.

\*Park Planet does not meet the Skilled & Trained Workforce Requirements and will not participate in same. Park Planet will not sign any PLA's for Union Work and is not signatory to any unions.

### **12. Indemnity Provision**

\*Notwithstanding anything to the contrary in any Contract Documents we shall have no duty to defend or indemnify Owner, Customer, or any other party we agree to defend or indemnify in any Contract Documents for that portion of any claim arising out of the comparative fault of any party we agree to defend or indemnify in any Contract Documents.

### **13. Park Planet General Insurance**

Call for Proof of Insurance & W-9



Phone: (916) 797-4900 Fax: (916) 797-4901

7501 Galilee Road, Roseville, CA 95678

**SERVICE DEPT**

Phone: (916) 797-6900 Fax: (916) 797-6910

[www.intech-mech.com](http://www.intech-mech.com)

CA #998149 NV #0080942 NV #0080538

**March 16, 2023**

**DIR# 1000010572**

**2023-090A**

**To: Balfour Beatty**

**Re: SCUSD Chaves-Kemble ES Inc. 1 Shade Structures**

Ladies/Gentlemen:

**Intech Mechanical Company LLC** is pleased to present for your consideration our **Installation of Shade Structures** for the above referenced project per plans Lunch Shelter DSA plans dated 1/7/21 and the Fabric Shade Structure DSA plans dated 12/15/21.

**TOTAL PRICE:**

**\$ 119,600**

**SHADE STRUCTURE INCLUSIONS:**

- Assemble (1) 30'x40' owner or general contractor furnished Shade structure
- Assemble (2) 20'x20' owner or general contractor furnished Fabric shade structures
- Assume all parts, supports, hardware supply by owner or general contractor
- Assume structures are to be delivered to site by others
- Coordination with electrician and concrete contractor (electrical work and concrete work by others)

**EXCLUSIONS:**

- All permits and fees
- Delivery or storage of structures (assume delivered to site)
- Supply of Structure or hardware
- Excavation or digging for posts
- Concrete work
- Electrical work

Thank you for the opportunity to quote this project and please feel free to contact us if you have any questions or need further information.

Sincerely,  
**Intech Mechanical Company LLC - A Minority Owned Business Enterprise – WR02785**

Estimator

Kevin Dalke

**QUOTATION VALID FOR 30 DAYS  
PAYMENT TERMS NET 30 DAYS WITH A MAXIMUM 5% RETENTION  
PAYMENTS LATER THAN 45 DAYS TO BE ASSESSED A 1% PENALTY**



10/1/74

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Unit	Unit Cost	Total Cost
		\$730,000
		\$270,632
		\$7,146
Kodiak Roofing		\$52,405
		\$10,911
		\$1,780
		\$4,925
		\$3,362
		\$4,736
		\$4,184
		\$5,066
		\$1,354
		\$44,120
		\$9,471
		\$4,896
		\$54,124
		\$7,637
Applied Finishes		\$12,047
		\$42,568
SEE ALLOWANCES		\$21,900

or CBC 11B-404.2.9.

is portables identified for as needed to a height

305-100  
\$1,022,532

is dependent on the bids to  
nably relying on the bids.  
s bid for a period of 90 days  
that if it fails to honor any of  
jured, and therefore bidder  
g but not limited to covering  
ir.  
will comply that they cannot  
d in the bid docs under  
document listed in the bid

received notification and will  
/ill comply with the Project  
/ill comply with the Insurance

/ill comply with the Front End  
/ill comply with the Bid

# 1064674  
B, C-21  
# 1000677957  
-87

/ill comply with this project

DECLINED TO BID

DECLINED TO BID

DECLINED TO BID

\$0

\$0

\$0

\$1,022,532

YES

NO

NO

NO

YES

YES

YES

NO

YES

YES

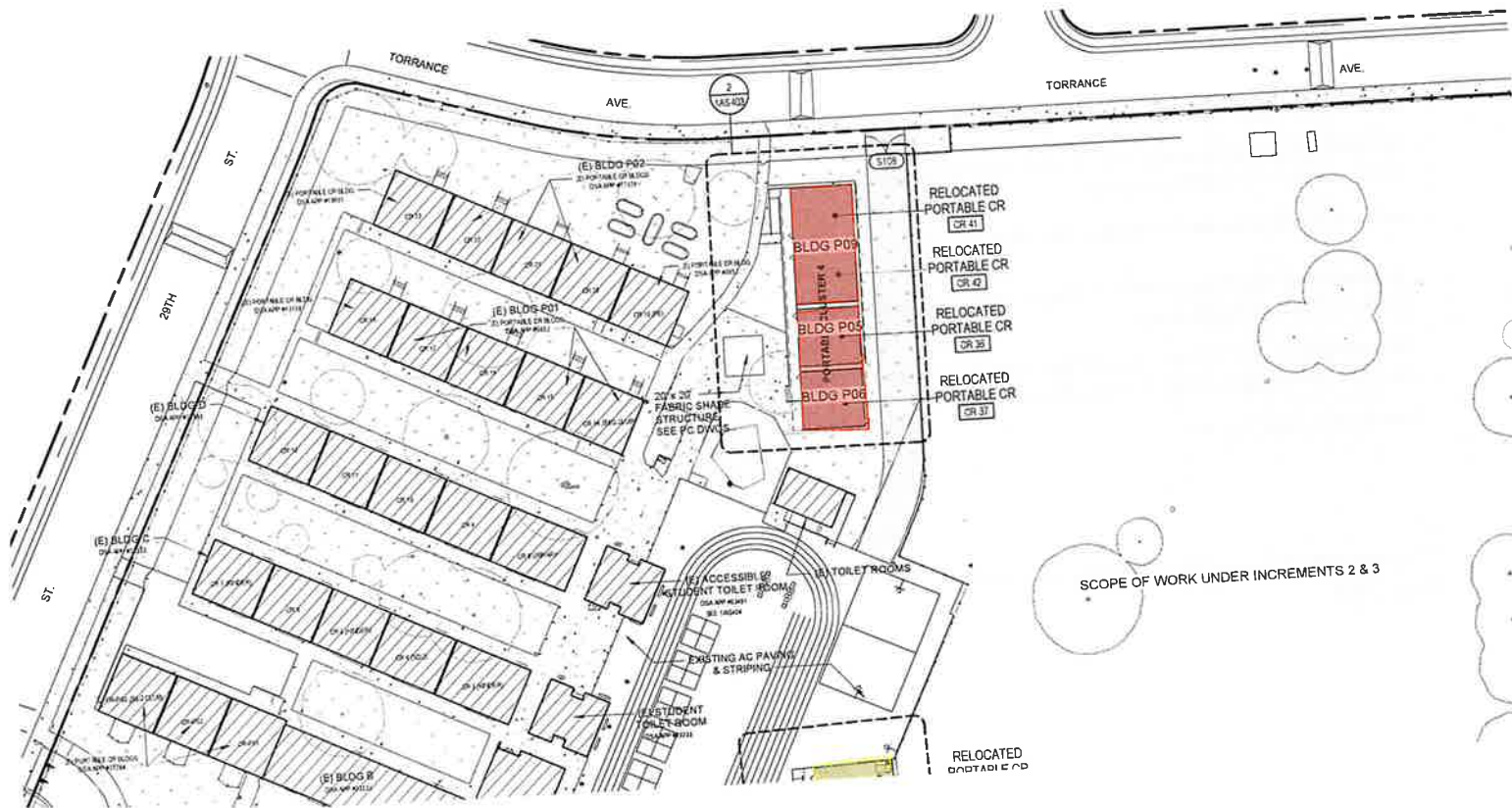
YES

Note: Price includes additional \$1,000,000 umbrella policy. By chance awarded, for portable relocation and wood foundation installation MSL requires 35 on site working days. Manufacturing wood foundations minimum pad height approximately 750 pads must be built prior to move in, MSL requires 22 working days to manufacture pads prior to June Start Date. MSL, not pre-qualified by Balfour Beatty Inc. MSL has been every year by Sacramento City Unified School District, CUPCAA Application 420186 Approval. Rita Morales 916-752-1587





# FINAL SITE PLAN



SCOPE OF WORK UNDER INCREMENTS 2 & 3

**Bid Proposal: Portable Relocation**

Printed on Apr 2, 2023 at 7:56 PM PDT

**SCUSD Chavez-Kemble ES Inc. 1 - Portable Relocation**

7495 29th Street, Sacramento, CA 95822, United States of America

Sent proposal: \$730,000

Submitted Mar 16, 2023 at 11:11 AM PDT

**Montgomery Structural Lifters**

3209 Fitzgerald Road, Rancho Cordova, CA 95742, United States of America

Rio Morales | Owner / Estimator | +1 916-752-1587 | +1 916-752-1587 | rio@montgomery-contractors.com

**Alternates**

Alternate #1: Provide a Bid Alternate that includes the cost to relocate the portables identified for relocation within a 10-mile radius. Assume providing new storage crates as needed to a height clarified on your bid proposal. (Pre-Bid RFI #4)

\$67,100

**General Acknowledgments**

Bidder acknowledges that Balfour Beatty- Clark/Sullivan, a Joint Venture is dependent on the bids to establish a GMP with the District/Owner and that Balfour Beatty is reasonably relying on the bids. Therefore, bidder promises that it will not withdraw or unilaterally alter its bid for a period of 90 days after the date set for the opening of the bids. Bidder also acknowledges that if it fails to honor any of the promises in its bid then it is foreseeable that Balfour Beatty will be injured, and therefore bidder will be responsible for any resulting damages to Balfour Beatty, including but not limited to covering the difference for Balfour Beatty to proceed with a different subcontractor.

Yes

By choosing "yes", the Bidder promises and represents that it can and will comply that they cannot add any exclusions, markups, etc. to the subcontract agreement included in the bid docs under Document 01304 Sample Long Form Subcontract or any other contract document listed in the bid manual.

No

Are you utilizing any DVBE subcontractors?

Is bidder DVBE certified?

No

By choosing "yes", the Bidder promises and represents that they have received notification and will comply with Addendums #1 and #2.

No

By choosing "yes", the Bidder promises and represents that it can and will comply with the Project Labor Agreement (PLA) upon award.

Yes

By choosing "yes", the Bidder promises and represents that it can and will comply with the Insurance Requirements for this project upon award.

Yes

Is the bidder prequalified with Balfour Beatty Construction, LLC?

Yes

By choosing "yes", the Bidder promises and represents that it can and will comply with the Front End and District Documents upon award.

No

By choosing "yes", the Bidder promises and represents that it can and will comply with the Bid Package in its entirety; Exhibit B, B1, B2 and B3 upon award.

Yes

Contractors License number?

Yes

# 1064674

Bid Proposal: Portable Relocation

# SCUSD Chavez-Kemble ES Inc. 1 - Portable Relocation

7495 29th Street, Sacramento, CA 95822, United States of America

License Classification? B, C-21

DIR Registration number? # 10000577957

EMR Rate? 26.95%

By choosing "yes", the Bidder promises and represents that it can and will comply with this project utilizing LCP Tracker upon award. Yes

By choosing "yes", the Bidder promises and represents that it can and will comply with this project utilizing Textura (cost to subcontractor .22% of contract value, not to exceed \$5,000) upon award. Yes

## Bond Information

Performance and Payment Bond Rate - only if total bid is over \$100,000 (Not to be included with bid price above) 3 %

## Certifications

Do you represent a certified minority business? No

## Additional Information

### Notes

**Note:** Price includes additional **\$1,000,000** umbrella policy. By chance awarded, for portable relocation and wood foundation installation MSL requires **35 on site working days**. Manufacturing wood foundations minimum pad height approximately **750 pads** must be built **prior to move in, MSL requires 22 working days** to manufacture pads prior to June Start Date.

MSL, not pre-qualified by **Balfour Beatty inc.** MSL has been every year by Sacramento City Unified School District, CUPCCAA Application 420186 Approval.  
Rio Morales 916-752-1587

## Attachments

 Project Cesar Chaves Edwar... (477 KB)

March 16, 2023

**Balfour Beatty & Clark/Sullivan Construction Joint Venture**

**Attn:** Joe Hucik, Assoc. DBIA  
Senior Project Manager | Balfour Beatty  
O: (916) 760-0805 | C: (916) 220-9391  
E: [jhucik@balfourbeattyus.com](mailto:jhucik@balfourbeattyus.com) | [www.balfourbeattyus.com](http://www.balfourbeattyus.com)

**Project: SCUSD Chavez-Kemble ES Inc. 1 - Portable Relocation**

*Montgomery Structural Lifters, Inc. (MSL)* Proposes to relocate 25 portable buildings whole on site, supply necessary equipment, dollies, steel beams, unified jacking equipment, trucks, trailers, materials, and labor required to relocate CR portables in sequence to new locations, CR portables to be moved whole on site to new locations 18-24x40, 1-12x40BR, 1-24x40BR, 4-30x32 and 1-48x40. Spot, set CR portables to new FFE supply and install new wood foundation pads, anchor nail plates, and drive galvanized restrained pipes per plan.

**On Site Portable Relocation Price: \$730,000.00.**

**Note:** Price includes additional \$1,000,000 umbrella policy, scope of Work described above requires 35 on site working days, wood foundation minimum pad height approximately 750 must be built prior to move in 22 working days required to manufacture pads prior to June Start Date.

**Alternate #1**

~~Portables to be relocated off site within 10 miles.~~

~~*Montgomery Structural Lifters, Inc.* Proposes to relocate off site within 10 miles, CR portable #35 1-30x32, #38 1-20x32, #39 1-20x32 and #40 1-30x32 to SCUSD stockpile, prep to transport, split, support strap, tarp, load to transport total of 9-10'x30' portable sections, relocate and set portable sections on to 8" flat block by 24", 54 blocks required for 9 sections.~~

~~Price: \$33,900.00.~~

~~Relocate off site within 10 miles, portable #7, 1-24x40 BR to SCUSD stockpile, prep to transport, split, support strap, tarp, load to transport total of 2-12x40 portable sections, relocate and set portable sections on to 8" flat block by 24", 12 blocks required for 2 sections.~~

~~Price: \$12,400.00.~~

~~Relocate off site within 10 miles, Bldg. #15, 2-24x40 to SCUSD stockpile, prep to transport, split, support strap, tarp, load to transport total of 4-24x40 portable sections, relocate and set portable sections on to 8" flat block by 24", 24 blocks required for 4 sections.~~

~~Price : \$20,800.00.~~

~~**Attention**, for portable buildings delivered to stockpile, set, and stored at 36" high, hydraulic toe jacks to load and transport from stockpile are not required. Portable section to be stored on classroom crates at 36", requires 12 crates per piece.~~

~~**Price per stored portable piece @ 36" high add: \$1310.00.**~~

### **Building #3 Multi-Purpose Room**

Building #3 multipurpose room may exceed legal transportation height, with no receiver site address MSL is unable to determine overhead obstructions, data, phone, and possible traffic signals etc. along required route to receiver site, although if building #3 can be relocated to a new location legally MSL would be glad to revisit opportunity and price accordingly.

Building #3 Multipurpose Room not included in bid.

### **Work below by others: by Balfour Beatty General Contractor**

- Remove and Reinstall Roof Parapet divider caps, approximately 20-24 (approximately 130-140 hours)
- Remove Carpet and Ceiling Tiles (to access subfloor access panels, and data wire, alarm wires any wires in between buildings)
- Remove and Reinstall subfloor access panels for nail plate and bolt access, typically 24"x30"x7/8", (MSL to mark the access doors to be removed) (approximately 160-180 subfloor panels 240 hours)
- Remove and Replace Skirting and Divider panels, (not much skirting to remove on buildings in pits, but when relocated to new locations all above grade there will be to install)
- Remove all basketball post (first 3 weeks this area will be busy)
- Demo Asphalt, & Concrete required to excavate soils in locations required.
- Empty contents from all portables.
- Existing debris disposal.
- Welding if any.

Any questions, feel free to contact Rio on his cell or email: [rio@montgomery-lifters.com](mailto:rio@montgomery-lifters.com)

Thank you,  
Rio Morales  
916-752-1587  
Lic# 1064674 Class B & C21, DIR # 1000577957

**Knox Boxes in Fencing and Gates BP 32.30**



## Letter of Scope

Date: 3/31/2023

To: Balfour Beatty/Clark Sullivan

Project: Kemble Chavez Portables

We propose to furnish labor and material for the proposed paint job located at the above address.

### Exterior:

- Mask and protect areas not receiving paint
- Apply 1 coat of primer and 2 coats of finish to new skirting at the portables
- Apply 1 coat of primer and 2 coats of finish to 2 new doors and frames
- Apply 1 coat of primer and 2 coats of safety yellow DTM to 26 gas hook ups and 2 bollards
- Clean up all related debris

**Total: \$12,047.00 (price is good for 30 days)**

Exclusions: Painting of exposed roof top piping. Crown molding and chair railings. Sealing of masonry/concrete or stone products. Application of bituminous coatings, signage, and striping. Color coding of piping. FRP,.. Spot priming welds and bolt connections. Powder coating. Elastomeric coatings. Fire proofing or intumescent painting. Wallcoverings/graphics, stencil, murals, and floor sealers/epoxy coatings. Cabinetry, lead abatement and sandblasting, brush off blasting cleaning, blast cleaning, white metal blasting cleaning, commercial blast cleaning, painting of metal screen, boom lift .

QUAN.	UNIT	LABOR		UNIT COST			EXTENSION			L/E/M SUBTOTAL	2.88% PP	0.00% OH	0.00% PROFIT	TOTAL INCL GC.
		UN/HR	HR.	LABOR	EQUIP	MATL	LABOR	EQUIP	MATL					
16	ea	0.0	-	284.15			-	-	-	0	0	0		
1	ls	0.4	40	-	2,400.00		4,546	-	4,546	131	0	0		
		0.0	-	-			-	2,400	2,400	69	0	0		
		0.0	-	#DIV/0!			-	-	-	0	0	0		
		40		TOTALS			4,546	2,400	6,946	200	0	0	\$	

UN/HR	UNIT COSTS	GC L/E/M	EXTENSION			BREAKDOWN		
			LABOR	EQUIP	MATL	LABOR	EQUIPMENT	MATERIAL
1	140.00	-	-	-	-			
1	25.00	-	-	-	-			
	950.00	-	-	-	-			
	1,000.00	-	-	-	-			
	2,000.00	-	-	-	-			
	2.00	-	-	-	-			
	5.00	-	-	-	-			
40		200	200	-	-			
PROJECT PROVISION TOTALS		200	200	-	-			
								7,1

DESCRIPTION	QUOTE	M/U%	M/U	TOTAL
	\$			\$
	\$			\$
				\$

**TOTAL INCL SUBCONTRACTORS \$ 7,146**

QUN.	UNIT	LABOR		UNIT COST			EXTENSION			L/E/M SUBTOTAL	3.81% PP	0.00% OH	0.00% PROFIT	TOTAL INCL GC.
		UN/HR	HR.	LABOR	EQUIP	MATL	LABOR	EQUIP	MATL					
28	ea	0.0	-	-	-	-	-	-	-	0	0	0	0	
		0.3	80	325.35		50.00	9,110		1,400	10,510	401	0	0	
		0.0	-	#DIV/0!										
		0.0	-	#DIV/0!										
80		TOTALS					9,110		1,400	10,510	401	0	0	0

UN/HR	UNIT COSTS	GC L/E/M	EXTENSION			BREAKDOWN		
			LABOR	EQUIP	MATL	% of total	Total w/C	
1	140.00	-	-	-	-	LABOR	86.68%	9.4
1	25.00	-	-	-	-	EQUIPMENT	0.00%	
	950.00	-	-	-	-	MATERIAL	13.32%	1.4
	1,000.00	-	-	-	-			
	2,000.00	-	-	-	-			
	5.00	-	-	-	-			
80		401	401					10.9
PROJECT PROVISION TOTALS		401	401					

DESCRIPTION	QUOTE	M/U%	M/U	TOTAL
	\$			\$
	\$			\$
				\$

**TOTAL INCL SUBCONTRACTORS \$ 10,911**



QUAN.	UNIT	LABOR		UNIT COST			EXTENSION			L/E/M SUBTOTAL	4.16% PP	0.00% OH	0.00% PROFIT	TOTAL INCL GC.
		UN/HR	HR.	LABOR	EQUIP	MATL	LABOR	EQUIP	MATL					
32	ea	0.0	-	-	-	-	-	-	-	-	0	0	0	
		4.0	8	28.42		25.00	909		1,709	71	0	0	0	
5	ea	0.0	-	545.57		400.00	2,728		4,728	197	0	0	0	
2	ea	0.0	24	1,363.92		250	2,728		3,228	134	0	0	0	
1	ls	0.0	-	-	1,200.00		-	1,200	1,200	50	0	0	0	
19	ea	0.0	-	239.28			4,546		4,546	189	0	0	0	
19	ea	0.6	32	191.43		20.00	3,637		4,017	167	0	0	0	
304	sf	0.0	-	-		16.00	-		4,864	202	0	0	0	
44	ea	0.0	-	28.42		1.14	1,250		1,300	54	0	0	0	
4	ea	1.0	6	170.49		1,000	682		4,682	195	0	0	0	
180	ea	0.5	360	227.32		8.00	40,918		42,358	1,763	0	0	0	4
80	hrs	1.0	80	113.66			9,093		9,093	378	0	0	0	
22	ea	1.0	22	113.66		100.00	2,501		4,701	196	0	0	0	
2,432	lf	10.0	243	11.37		10.00	27,642		51,962	2,162	0	0	0	5
250	ea	6.0	42	18.94		10.00	4,736		7,236	301	0	0	0	
3	days	0.0	-	#DIV/0!			7,200		7,200	300	0	0	0	
		0.0	-				-		-	0	0	0	0	
TOTALS										6,359	0	0	0	15

UN/HR	GC L/E/M	EXTENSION			UNIT COSTS			BREAKDOWN				
		LABOR	EQUIP	MATL	LABOR	EQUIP	MATL	LABOR	EQUIPMENT	MATERIAL		
1	-	-	-	-	140.00	-	-	-	-	-	% of total	Total w/C
1	-	-	-	-	25.00	-	-	-	-	-	66.33%	105.5
2	1,900	-	-	1,900	950.00	-	-	-	-	-	5.50%	8.7
	-	-	-	-	1,000.00	-	-	-	-	-	28.17%	44.8
	-	-	-	-	2,000.00	-	-	-	-	-		159.1
892	4,459	-	-	-	5.00	-	-	-	-	-		
PROJECT PROVISION TOTALS										1,900		
TOTALS										6,359		

DESCRIPTION	QUOTE	M/U%	M/U	TOTAL
	\$		\$	\$
	\$		\$	\$
	\$		\$	\$

LOCAL 81  
Roofers & Waterproofers



Today's Date: March 28, 2023

Estimator: Josh Nartker

E-mail: [jnartker@kodiakroofing.com](mailto:jnartker@kodiakroofing.com)

Phone: 916-343-2534

8825 Washington Blvd, Roseville CA 95678 \* Ph (916) 253-1777 Fax (916) 253-1901  
California License #911674 \* CA DIR# 1000003650

## BID PROPOSAL - Metal Roofing Repairs SCUSD Kemble Chavez Inc-01

### SECTION 1: SCOPE OF WORK

**BASE BID: \$52,405.00**

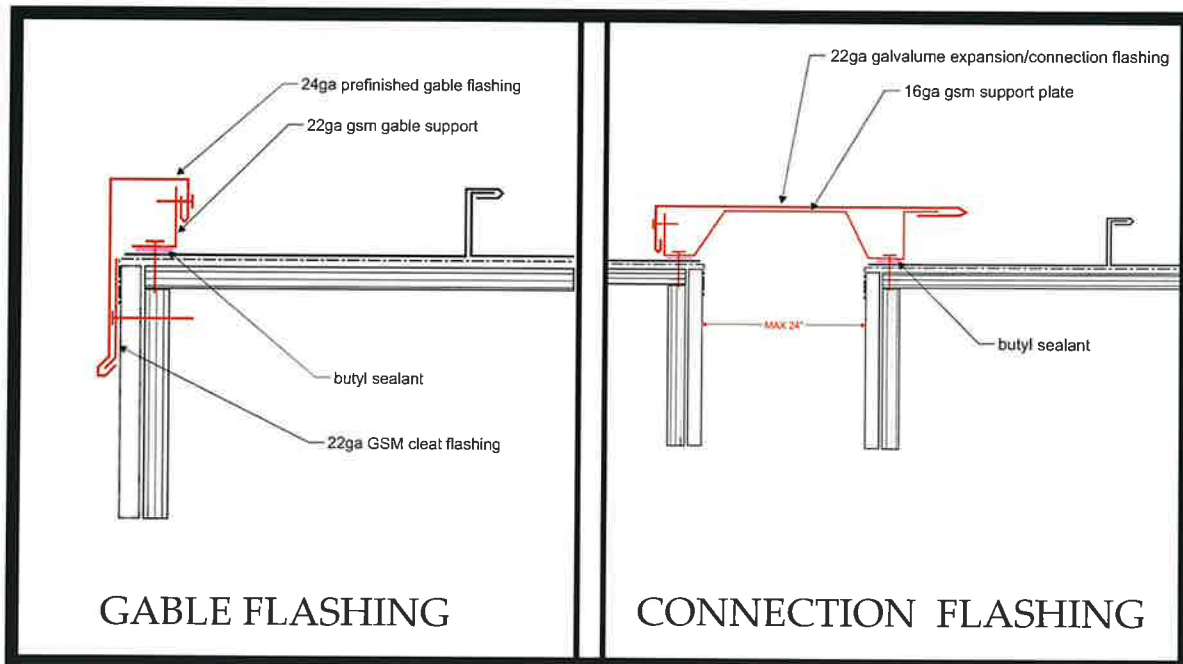
Specification Section: per description below  
Per Specification Dated: -  
Addendum Acknowledged: -  
Per Plans Dated: 3/13/2023

### ALTERNATES:

- 1 DEDUCT \$1,000 if a forklift is onsite for unloading and staging materials
- 2 -
- 3 -

### BASE BID INCLUSIONS:

- Materials, prevailing wage labor - roofer, textura fees, bond, equipment and sales tax
  - Based upon a mutually agreed upon schedule - Figures for a single mobilization to close up roofs and seal weather-tight
  - Includes 22ga galvalume expansion joint type connections between buildings with 16ga support plate. (~485')
  - Includes 24ga prefinished gable flashings with standard color per manufacturer (~325')
  - Figures for basic roof inspection and repairs - 2 guys for 2 days. Figures to check seals, deck-tight flashings and penetration flashings.
  - Figures there are no current leaks in the roofing systems and the current materials are sound and sealed.
  - Figures for Kodiak 2 year warranty for all work performed with roof report illustrating scope that requires maintenance and questionable areas.
- Not all areas may be eligible for warranty depending on current condition. To be documented and presented as part of close out paperwork.



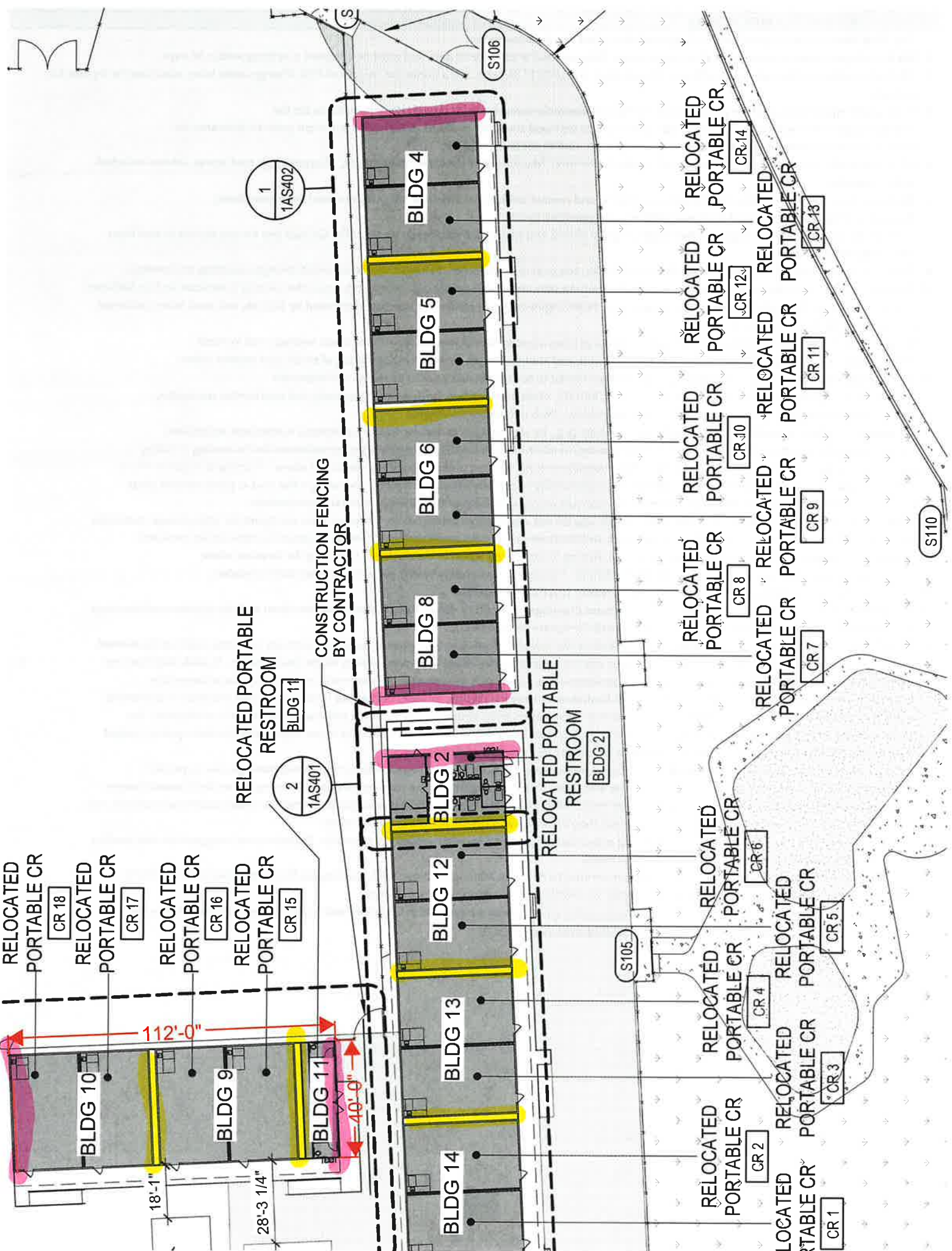
### JOB SPECIFIC EXCLUSIONS/CLARIFICATIONS:

- 1 No structural modifications are figured or included. No demo of existing roofing systems is part of this proposal.
- 2 Scope of work is as illustrated only. No other work is figured, suggested or implied. No demo or modifications of existing are included.

## SECTION 2: GENERAL CLARIFICATIONS

- 1 Any labor, materials or scope of work not expressly described above are excluded.
- 2 Bid is contingent upon acceptance of all contract terms. This proposal is valid for 30 days and must be accepted in writing within 30 days.
- 3 All change orders will be calculated with a minimum labor rate of \$117.36/hour, and a minimum margin of 15%. Change order labor rates must be included in contract.
- 4 Wind uplift requirements and the interaction of the various assembly components to meet those requirements are the architect's/ specifier's responsibility. Especially in the case of plywood and OSB, products that provide sufficient pull-out resistance for the roof attachment screws must be specified in order for the roof to perform properly.
- 5 GC is responsible for providing continuous, safe access to the roof. Manlifts, stair towers or other means, if required for roof access, are not included in above pricing.
- 6 This bid is based on one mobilization, continuous phasing and normal work hours and crew size, unless stated otherwise above.
- 7 Dumpsters, temporary power and restroom facilities to be provided by GC.
- 8 Excludes protection of the roof against other trades, nightly tie-ins, and temporary weather protection. The GC will pay for any repairs to roof from damage by other trades.
- 9 Roof deck preparation (i.e. drying of wet or damp substrates, removal of debris other than what can be removed through sweeping or blowing).
- 10 The responsibility to verify slope and ponding issues beyond visually observable conditions, falls strictly upon the General Contractor and/or Architect.
- 11 Kodiak does not perform any engineering or design. Any value engineering suggestions or alternates proposed by Kodiak, will need to be confirmed and approved by the design team.
- 12 Integral window pan/ sill flashings, through wall flashings or other sheet metal not associated with the metal roofing/ wall systems
- 13 Other sheet metal flashing & trim (including: HVAC, window and wall flashings), custom metal, painting of metal, and custom colors.
- 14 Wall elements such as louvers, vents, signage and backing - layout to be coordinated prior to installation of materials
- 15 Roof elements such as skylights, solar tubes, solar panels, louvers, vents, roof hatches, ladders, walkway pads, and overburden warranties;
- 16 Mechanical, electrical and plumbing equipment and accessories; Stub outs to be coordinated
- 17 The repair, alteration or modification of a roof/ wall substrate (e.g., by shimming or otherwise truing a substrate) to eliminate deflections.
- 18 Backing materials, structural components, secondary framing, or other items necessary to provide a proper substrate for the roofing or siding materials such as, but not limited to: hat channels, flat strapping or support items unless specifically identified above. Framing is required 16" o.c. for most metal wall panel systems. It is the contractor's responsibility to provide adequate framing; including a flat stud at panel vertical joints. Contractor can use plywood or install flat strapping to underside of gyp sheathing to meet these structural requirements.
- 19 Mock ups are not figured unless specifically noted. Mock ups are not available in custom colors. Proposal does not figure for 'attic storage' materials.
- 20 Out-of-sequence work, accelerated work, overtime work and inefficient crew sizes mandated by the owner or general contractor are excluded.
- 21 Extra work or inefficiencies caused by, or resulting from, having limited or no access to the worksite, including the location where offloading/uploading/storage of materials is the most efficient. Figures for reasonably located, protected storage to be available.
- 22 Excludes metal wall panel installation from scaffolding unless specifically identified
- 23 The square footage provided is based upon the architectural drawings. If there is a discrepancy between the structural and the architectural drawings this proposal is based upon the architectural drawings and the square footage listed.
- 24 Notwithstanding any provisions in the contract documents to the contrary, Kodiak's installation of the siding over any substrate shall not be deemed an acceptance of the substrate, except for visually observable characteristics that affect the warrantability of the final product. Kodiak shall have no responsibility or liability for imperfections, defects or problems of any kind with the substrate that cannot be observed by visual inspection. Imperfections, defects or substrate problems for which Kodiak shall have no liability, include, but are not limited to: excess moisture in a substrate or moisture added to the interior of the building which may cause vapor drive, structural integrity of a substrate, deflections in a substrate, the trueness of any structural members, and design defects or deficiencies in the substrate materials. Kodiak is not responsible for daily quality control of substrate. Multiple surveys of substrate/ framing or alignment will result in additional costs.
- 25 Metal panels are typically available 6-8 weeks AFTER field measurements. Kodiak is not responsible for liquidated damages due to product availability or delays in schedule that later compromise lead times. Field measurements are required per spec, ordering before field measurements are the responsibility of the contractor and are therefore responsible for those additional costs to manipulate, correct, or order additional materials, etc.
- 26 Figures for one (1) revision of shop drawings - additional shop drawings and details per change order rates.
- 27 Oil Canning is NOT a cause for rejection. Oil Canning is an inherent property of metal and occurs naturally. Manufacturer's suggestions and profiles should be considered to minimize oil canning in sheet metal.
- 28 Payments are to be made by check via mail (or delivery service) to Payment Mailing Address: 8825 Washington Blvd. #100, Roseville, CA 95678 or ACH if agreed upon in writing. Any payments made via credit card are subject to 3% service fee. Late fees of 2% per month will be added to late private or public project invoice payments in CA under and in accordance with the CA Prompt Payment laws. <https://www.levelset.com/blog/california-prompt-payment-act/>





RELOCATED PORTABLE CR [CR 18]  
 RELOCATED PORTABLE CR [CR 17]  
 RELOCATED PORTABLE CR [CR 16]  
 RELOCATED PORTABLE CR [CR 15]

BLDG 10  
 BLDG 9  
 BLDG 11

18'-1"  
 28'-3 1/4"

RELOCATED PORTABLE RESTROOM [BLDG 11]  
 1AS401

CONSTRUCTION FENCING BY CONTRACTOR

BLDG 12  
 BLDG 13  
 BLDG 14  
 BLDG 2  
 BLDG 4  
 BLDG 5  
 BLDG 6  
 BLDG 8

RELOCATED PORTABLE RESTROOM [BLDG 2]

S105

RELOCATED PORTABLE CR [CR 2]  
 RELOCATED PORTABLE CR [CR 3]  
 RELOCATED PORTABLE CR [CR 4]  
 RELOCATED PORTABLE CR [CR 5]  
 RELOCATED PORTABLE CR [CR 6]  
 RELOCATED PORTABLE CR [CR 7]  
 RELOCATED PORTABLE CR [CR 8]  
 RELOCATED PORTABLE CR [CR 9]  
 RELOCATED PORTABLE CR [CR 10]  
 RELOCATED PORTABLE CR [CR 11]  
 RELOCATED PORTABLE CR [CR 12]  
 RELOCATED PORTABLE CR [CR 13]  
 RELOCATED PORTABLE CR [CR 14]

S110

S106

1  
 1AS402

- In BP 02,40	Included	Included	Included	Included
	Included	Included	<b>-\$65,000</b>	Included
s for of Johnson Controls gear	Included	Included	Included	Included
stall drinking fountains at	Included	Included	Included	Included
and after relocation	Included	Included	Included	Included
, return and OSA per MEOR	Included	Included	Included	Included
	Included	Included	Included	Included
Pipe Under Each Portable	Included	Included	Included	Included
look Up to Jobsite Trailers	Included	Included	Included	Included
Paint Gas Piping	SEE ALLOWANCES	SEE ALLOWANCES	SEE ALLOWANCES	SEE ALLOWANCES
	<b>\$6,788</b>	<b>\$6,022</b>	<b>\$4,744</b>	

**C INFORMATION**

edges that they are he District?	YES	YES	YES	YES
-------------------------------------	-----	-----	-----	-----

**ACKNOWLEDGMENTS**

ges that Balfour Beatty-  
Joint Venture is dependent on  
sh a GMP with the  
d that Balfour Beatty is  
g on the bids. Therefore, bidder  
ill not withdraw or unilaterally  
eriod of 90 days after the date  
g of the bids. Bidder also  
t if it fails to honor any of the  
d then it is foreseeable that  
l be injured, and therefore  
ossible for any resulting  
ur Beatty, including but not  
g the difference for Balfour  
with a different subcontractor.

"", the Bidder promises and can and will comply that they xclusions, markups, etc, to the ment included in the bid docs 01304 Sample Long Form y other contract document annual.	YES	YES	YES	YES
--	-----	-----	-----	-----

ny DVBE subcontractors?  
ertified?

ny DVBE subcontractors?	NO	NO	NO	NO
ertified?	NO	NO	NO	NO

", the Bidder promises and  
ey have received notification  
ith Addendums #1 and #2.

", the Bidder promises and can and will comply with the ement (PLA) upon award.	YES	YES	YES	YES
---	-----	-----	-----	-----

", the Bidder promises and  
can and will comply with the  
ements for this project upon

ualified with Balfour Beatty ?	YES	YES	YES	YES
-----------------------------------	-----	-----	-----	-----

", the Bidder promises and  
can and will comply with the  
strict Documents upon award.

", the Bidder promises and can and will comply with the Bid irety; Exhibit B, B1, B2 and B3	YES	YES	YES	YES
---	-----	-----	-----	-----

se number?	406794	998149	120696	855723
ation?	C4 C36 C43 C20 B	c4,c20,a,b	A, B, C4, C10, C16, C36, C38	B, C-20, C-36, C-43
umber?	10000432016	1000010572	1000000546	1000002411
	,75	,68	0,73	0,94

", the Bidder promises and  
can and will comply with this  
CP Tracker upon award.

", the Bidder promises and can and will comply with this xtura (cost to subcontractor alue, not to exceed \$5,000)	YES	YES	YES	YES
---	-----	-----	-----	-----

**DITION**  
Payment Bond Rate - only if  
100,000 (Not to be included with

	1,76%	1,30%	1,00%	
--	-------	-------	-------	--

**S**  
a certified minority business?

a certified minority business?	YES	YES	NO	N
--------------------------------	-----	-----	----	---

**AS**  
i business

i business	YES	N/A	N/A	N
------------	-----	-----	-----	---

Revised plumbing and controls proposal with  
a bid amount of \$452,000.I also have  
attached the proposal for the shade structures

We look forward to working with the BB / C&S  
Teams. Please do not hesitate to contact Nic



*To Inspire and Deliver Value*

10381 Old Placerville Rd, Sacramento, CA 95827 | Tel: 888.504.2772 | www.airsystems1.com

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3/16/2023

Balfour Beatty  
Attn: Joe Hucik  
400 Capital Mall, Suite 900, Sacramento, Ca 95814

**RE: SCUSD Chavez-Kemble ES Inc 1  
ASSC Bid No. 23-026**

**Subject: Scope Letter**

Joe Hucik,

Air Systems Service and Construction is submitting for your evaluation the following proposal for performing the HVAC and plumbing work on the above referenced project. Proposal pricing is based on the scope narrative, clarifications, exclusions, and in accordance with the following drawings and criteria.

**A. Bid Documents**

1. QC & Constructability revisions Plumbing Drawings dated 02.06.23.
2. Specifications dated 03.06.23.
  - Division 22 – Plumbing
3. Addenda #1 & 2
4. Project Schedule with print date 03.07.23
5. RFI Log dated 03.10.23

**B. Ductwork Standards**

1. The ductwork shall meet all ASHRAE, SMACNA, CMC, local code requirements and shall be fabricated & installed per **Air Systems Service & Construction, Inc.** Construction Standards.

**C. Plumbing / Mechanical Piping Standards**

1. The piping shall meet all ASPE, PHCC, CPC, local code requirements and shall be fabricated & installed per **Air Systems Service & Construction, Inc.** Construction Standards.

## **E. Assumptions/Clarifications**

1. This proposal assumes a safe, secure site for equipment/material storage and staging.
2. All work in this proposal is assumed to be done during normal business hours. Normal business hours is defined as 8 hour shifts between the hours of 6AM – 4PM.
3. All material and workmanship provided by Air Systems, is warranted for a period of one (1) year. This warranty requires that the system be properly used and maintained.
4. **No 3D modeling or BIM is required by the plans or specifications and is not included.**
5. ASSC will be responsible for its own clean-up and disposal of materials generated by its operations into central debris facilities which are to be provided by others.
6. All temporary water, sewer, heating, cooling, toilets, hand wash stations, lights, electrical power, environmentally controlled areas, job-site security, traffic control, safety barriers, fencing, street cleaning and dust control are to be provided by others.
7. Air Systems Service and Construction is a LEAN company. As such, our proposal assumes being able to prefabricate in its shop to the greatest extent possible.
8. We have included standard housekeeping for our work area. Any additional cleanup above and beyond has been excluded from our pricing.
9. Proposal assumes that all existing fixtures, thermostat mounting heights, etc. are ADA Code compliant and in good working order.
10. Air Systems will identify and safe-off only, of all Mechanical and Plumbing items to be demolished by others.
11. Site gas to be backfilled with native soil. All obstructions removed prior to excavation.
12. ASSC is to remove and replace without modifications of supports or arch. Features.

## **F. SCOPE**

1. Two (2) Temp water Per bid form section 22.00.001
2. Two (2) Demo two existing WC Per bid form section 22.00.002
3. Two (2) Remove and replace three existing DF Per bid form section 22.00.003
4. Twenty-seven (27) Disconnect and safe off existing bard units Per bid form section 22.00.004
5. Two (2) Provide and install two new WC Per bid form section 22.00.005
6. Twenty-seven (27) Cap and safe off gas at 27 buildings and POD Per bid form section 22.00.006
7. Thirty-three (33) Site investigation of existing sinks @ 33 buildings. Per bid form section 22.00.007
8. Three (3) **ROM** included to route DWV and H2o (pending investigation) Per bid form section 22.00.008
9. Twenty (20) Calking of own work on relocated portables Per bid form section 22.00.009
10. Four (4) Safe off and de-energize bard units Per bid form section 22.00.010
11. Twenty (20) Provide new air filters + 2 attic stock Per bid form section 22.00.011
12. Twenty (20) Rebalance relocated units to 375 CFM Per bid form section 22.00.012
13. **Twenty (20) EXCLUDED - Paint of any kind Per bid form section 22.00.013**
14. Twenty (20) Commissioning of relocated units Per bid form section 22.00.015
15. One (1) Off haul spoils for own work Per bid form section 22.00.016
16. Pipe Materials
  - Natural Gas below grade to be yellow poly pipe with below grade rated fittings
  - Natural gas will be schedule 40 threaded up to 2" & socket welded above 2-1/2".
  - Condensate system will be copper type "M" and wrot copper fittings.
17. Includes 03.24.23 Leveling changes.

## **G. Project Specific Exclusions**

1. Building meters, backflow preventors, pressure reducers and regulators.
2. Concrete collar for cleanouts on civil drawings. 1CS502 Detail #2
3. Domestic water valves and valve box... still listed as being civil scope.
4. Trenching for underground conduit.
5. Trench protection is to be by others.
6. Cutting, patching, repair or replacement of any floors, walls, or ceilings
7. Demolition, safe off, or removal of any plumbing not specifically listed above.
8. Dust control expenses
9. Fixture cleaning
10. Inspection, testing, or repairs to existing plumbing systems
11. Labeling of existing piping
12. Liability for corrosion of internal water piping
13. Sterilization
14. Water for testing
15. X-Ray, scanning and imaging.
16. Fire, smoke, and combination fire/smoke dampers unless shown on mech drawings.
17. Point Load Analysis, this is assumed to be done by structural engineer.
18. All LEED documentation and LEED requirements unless specifically listed in scope.
19. Subsurface drainage systems.
20. Water and gas meters.
21. Backing plate for wall-hung fixture support.
22. Dewatering, de-grubbing, storm water pollution control, ground water management rock excavation, spoils removal from site, unforeseen soil conditions, and shoring.
23. Sealant at penetrations through non-rated walls.
24. Any and all public utility tie-ins, connections to site-work, etc.
25. Removal and replacement of all site appurtenances and finishes required for excavation and underground installation.
26. Site utilities including plumbing work beyond 5 feet outside of building lines.
27. Permits, fees, plan review expenses, inspection services, bonds, assessments, etc.
28. Overtime and premium time.
29. Anything not specifically listed in the scope section of this proposal.
30. Condition of any systems being tied into. This includes repair or testing of existing systems.
31. ADA or code compliance upgrades not specifically shown on drawings.
32. All electrical work, including 120V runouts to each controller, wiring, conduit, switches, smoke/fire damper and smoke detectors. All starters or motor control centers for all non-package HVAC equipment; disconnects which are not an integral part of mechanical equipment, and final electrical connections to mechanical equipment.
33. Installing access doors in ceilings, walls and floors (ASSC will furnish for our own work).
34. Architectural and general sheet metal work such as flashings, door grilles, louvers and undercuts, expansion joints, downspouts, scuppers, pitch pockets, roof hatches, skylights, roof accessories, exterior louvers, etc.
35. All saw cutting, breaking, coring, removal and patching of concrete and asphalt.
36. 3rd party X-Ray and imaging of concrete for saw cutting or anchor installation
37. All concrete work, wood, carpentry, sleepers, roofing, and weather proofing.
38. Under roof supports, structural steel, framing and bracing. Structural steel is defined as any member larger than Unistrut. It is the responsibility of the design team to ensure that



sufficient steel is provided for attachment of hangers and/or seismic restraints for the mechanical services.

39. Fireproofing, caulking, or sealing other than for our own work.
40. Abatement and/or disposal of any hazardous materials or contaminated soils.
41. General clean-up, central debris facilities and debris boxes.
42. Mock-ups.
43. Third party testing.
44. All construction trailer services such as drains and cooling/heating, etc. water is included.
45. Bollards, protective devices, or shields and any temporary protection of our work.
46. Moving or protecting of ANY furniture and equipment throughout construction process.
47. Painting, prime painting, coatings and/or preparation.
48. Removal and replacement of any landscaping.
49. Sheetrock work of any type.
50. Construction ventilation of any kind.
51. All temporary construction utilities, services, and facilities.
52. All work and material associated with early equipment startup, temporary operation, and filter replacement. This includes any warranty extensions, filtration requirements or service costs that would be associated with early/temp operation.

**H. Proposal Pricing**

1. Mechanical Total	\$ 116,161.00
2. Plumbing Total	\$ 269,473.00
3. <u>Combination HVAC &amp; Plumbing Total</u>	<u>\$ 385,634.00</u>

**THIS PROPOSAL IS VALID FOR NINTY [90] DAYS FROM 3/16/2023.**

Any breakouts are provided for accounting purposes only, and pricing assumes the entire scope of work will be awarded to Air Systems at time of contract award unless specifically stated otherwise.

A change in material and/or commodities, out of the control of ASSC, of current pricing (as of: 3/16/2023) shall render this proposal void and subject to renegotiation. Due to COVID and other infrastructure issues with our supply chains, there is a possibility of rapid price increases outside the control of ASSC. We don't assume risk or responsibility

This proposal is specific to the scope of work as described and to the party captioned. Further, this document, including its qualifications and exclusions, shall be incorporated directly into any subsequent subcontract agreement executed by the parties. Acceptance of the pricing provided for the indicated scope is acceptance of the proposal as indicated herein and excludes anything not expressly indicated within this document.

We appreciate the opportunity to provide this proposal. If we can be of further assistance, please contact us at the office number above, via cell phone at (916) 752-1650 or e-mail at [avoges@airsystems1.com](mailto:avoges@airsystems1.com).

Sincerely,



Austin Voges  
Estimating Manager  
**AIR SYSTEMS SERVICE AND CONSTRUCTION**



Air Systems Service and Construction is a union shop signatory to the Sheet Metal Workers International Association and the Plumbing/Pipe Fitters United Association. ASSC is currently licensed in California (License #406794) DIR #: 10000432016. Federal Tax ID NO. 68-0375310. MBE/WBE #: 15060079.

## SCUSD Chavez-Kemble ES Inc. 1 - Portable Relocation

7495 29th Street, Sacramento, CA 95822, United States of America

Sent proposal revision #1: \$385,634

Submitted Mar 24, 2023 at 2:09 PM PDT

**Air Systems Service & Construction, Inc.**

10381 Old Placerville Rd 100, Suite 100, Suite 100, Sacramento, CA 95827, USA

Austin Voges | Estimator | +1 916-752-1650 | avoges@airsystems1.com

### Scope-Specific Information and Unit Costs

This bidder acknowledges that they are prequalified with the District? Yes

### General Acknowledgments

Bidder acknowledges that Balfour Beatty- Clark/Sullivan, a Joint Venture is dependent on the bids to establish a GMP with the District/Owner and that Balfour Beatty is reasonably relying on the bids. Therefore, bidder promises that it will not withdraw or unilaterally alter its bid for a period of 90 days after the date set for the opening of the bids. Bidder also acknowledges that if it fails to honor any of the promises in its bid then it is foreseeable that Balfour Beatty will be injured, and therefore bidder will be responsible for any resulting damages to Balfour Beatty, including but not limited to covering the difference for Balfour Beatty to proceed with a different subcontractor. Yes

By choosing "yes", the Bidder promises and represents that it can and will comply that they cannot add any exclusions, markups, etc. to the subcontract agreement included in the bid docs under Document 01304 Sample Long Form Subcontract or any other contract document listed in the bid manual. Yes

Are you utilizing any DVBE subcontractors? No

Is bidder DVBE certified? No

By choosing "yes", the Bidder promises and represents that they have received notification and will comply with Addendums #1 and #2. Yes

By choosing "yes", the Bidder promises and represents that it can and will comply with the Project Labor Agreement (PLA) upon award. Yes

By choosing "yes", the Bidder promises and represents that it can and will comply with the Insurance Requirements for this project upon award. Yes

Is the bidder prequalified with Balfour Beatty Construction, LLC? Yes

By choosing "yes", the Bidder promises and represents that it can and will comply with the Front End and District Documents upon award. Yes

By choosing "yes", the Bidder promises and represents that it can and will comply with the Bid Package in its entirety; Exhibit B, B1, B2 and B3 upon award. Yes

Contractors License number? 406794

License Classification? C4 C36 C43 C20 B

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## SCUSD Chavez-Kemble ES Inc. 1 - Portable Relocation

7495 29th Street, Sacramento, CA 95822, United States of America

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DIR Registration number? 10000432016

EMR Rate? .75

By choosing "yes", the Bidder promises and represents that it can and will comply with this project utilizing LCP Tracker upon award. Yes

By choosing "yes", the Bidder promises and represents that it can and will comply with this project utilizing Textura (cost to subcontractor .22% of contract value, not to exceed \$5,000) upon award. Yes

### Bond Information

Performance and Payment Bond Rate - only if total bid is over \$100,000 (Not to be included with bid price above) 1.76 %

### Certifications

Do you represent a certified minority business? Yes

#### ADDITIONAL ITEMS:

Woman owned business Yes

### Additional Information

**Notes** Please see proposal for scope, clarifications, and exclusions. Revisions per leveling meeting on 03.24.23

### Attachments

 23-026\_SCUSD Chavez-K... (230 KB)

# SCUSD Chavez-Kemble ES Inc. 1 - Portable Relocation

7495 29th Street, Sacramento, CA 95822, United States of America

Sent proposal revision #1: \$452,000

Submitted Mar 24, 2023 at 2:54 PM PDT

**Intech Mechanical**

7501 Galilee Road, Roseville, CA 95678, United States of America

Estimating Department | Estimating Coordinator | +1916-797-4900 | estimating@intech-mech.com

## Scope-Specific Information and Unit Costs

This bidder acknowledges that they are prequalified with the District? Yes

## General Acknowledgments

Bidder acknowledges that Balfour Beatty- Clark/Sullivan, a Joint Venture is dependent on the bids to establish a GMP with the District/Owner and that Balfour Beatty is reasonably relying on the bids. Therefore, bidder promises that it will not withdraw or unilaterally alter its bid for a period of 90 days after the date set for the opening of the bids. Bidder also acknowledges that if it fails to honor any of the promises in its bid then it is foreseeable that Balfour Beatty will be injured, and therefore bidder will be responsible for any resulting damages to Balfour Beatty, including but not limited to covering the difference for Balfour Beatty to proceed with a different subcontractor. Yes

By choosing "yes", the Bidder promises and represents that it can and will comply that they cannot add any exclusions, markups, etc. to the subcontract agreement included in the bid docs under Document 01304 Sample Long Form Subcontract or any other contract document listed in the bid manual. Yes

Are you utilizing any DVBE subcontractors? No

Is bidder DVBE certified? No

By choosing "yes", the Bidder promises and represents that they have received notification and will comply with Addendums #1 and #2. Yes

By choosing "yes", the Bidder promises and represents that it can and will comply with the Project Labor Agreement (PLA) upon award. Yes

By choosing "yes", the Bidder promises and represents that it can and will comply with the Insurance Requirements for this project upon award. Yes

Is the bidder prequalified with Balfour Beatty Construction, LLC? Yes

By choosing "yes", the Bidder promises and represents that it can and will comply with the Front End and District Documents upon award. Yes

By choosing "yes", the Bidder promises and represents that it can and will comply with the Bid Package in its entirety; Exhibit B, B1, B2 and B3 upon award. Yes

Contractors License number? 998149

License Classification? c4,c20,a,b

**SCUSD Chavez-Kemble ES Inc. 1 - Portable Relocation**

7495 29th Street, Sacramento, CA 95822, United States of America

DIR Registration number? 1000010572

EMR Rate? .68

By choosing "yes", the Bidder promises and represents that it can and will comply with this project utilizing LCP Tracker upon award. Yes

By choosing "yes", the Bidder promises and represents that it can and will comply with this project utilizing Textura (cost to subcontractor .22% of contract value, not to exceed \$5,000) upon award. Yes

**Bond Information**

Performance and Payment Bond Rate - only if total bid is over \$100,000 (Not to be included with bid price above) 1.30 %

**Certifications**

Do you represent a certified minority business? Yes

**Additional Information**

**Notes**

Revised plumbing and controls proposal with a bid amount of \$452,000. I also have attached the proposal for the shade structures in the amount of \$119,600. We have also emailed these two proposals to Joe Hucik. Please call with any questions and concerns.

**Attachments**

 2023-090 SCUSD SHADE ... (160 KB)

 2023-090 PROPOSAL rev# ... (151 KB)

March 24, 2023

DIR# 1000010572

2023-090 Rev#1

To: Balfour Beatty

Re: SCUSD Chaves-Kemble ES Inc. 1

Ladies/Gentlemen:

Intech Mechanical Company LLC is pleased to present for your consideration our **DDC Controls and Plumbing** proposal for the above referenced project per plans "DSA Approved" dated 03/06/23023, and specifications. We acknowledge addendum/s 1&2.

**TOTAL PRICE:**

**\$ 463,200**

**PLUMBING AND DDC CONTROLS INCLUSIONS:**

- 3D BIM modeling and coordination where necessary for critical areas
- Safe-off of and disconnect portable building waste, water and gas from existing site connections.
- Remove (2) water closets and make plumbing ready for install of new fixture.
- Provide and install (2) Water closets. Remaining existing water closets, urinals, drinking fountains, and lavatories are assumed in good working order and will not need to be removed or replaced.
- Tie new gas line underground into existing service. Run new gas line underground to building locations. Gas pipe below grade will be PE butt fusion.
- Provide and install new GPR above grade with SOV.
- Make final gas connection to HVAC unit mounted on exterior of portable.
- Make final waste and water connections from 5'0" from portable building line to existing portable building services. Interior piping is existing and assumed in good working order. We have included extra sanitary sewer and water piping for the restroom portables if POC are not right at the back side of portable
- Make any storm drain connection from portable to storm drain service brought to within 5'0" of buildings. This would include flexible boot connecting to gutter downspout to below grade. Gutters, downspouts, drain inlets, or catch basins are by others.
- Excavation, backfill, and compaction. We will reuse spoils for backfill as much as possible. Remaining spoils will be removed from site. We are assuming approximately 140 yards of spoils needing to be removed from the site.
- BMS and controls including relocation of (1) JC NAE to custodians closet, Install BACnet wiring to connect Bard unit at each relocated portable, update server graphics, and commission existing thermostats at portables classroom 35-42. Johnson controllers, room temp sensors are existing and not provided by Intech.
- Pre and post functionality test on units
- Air balance
- Install new Filters for units once portables are relocated.
- Chlorination.

**EXCLUSIONS:**

- All permits, fees and meters
- Demo of existing underground gas piping

- Interior waste, water, vent, and fixtures in existing portables. Except for (2) new water closets
- Engineering, and or CAD drawings
- Structural, Electrical, Civil, or Acoustic Engineering/Drafting
- Bond fees
- 3<sup>rd</sup> party test and balance
- Any electrical, line voltage, low voltage, disconnects, starters and smoke detectors. Unless noted above.
- Plumbing beyond 5 foot of building line or site work. Except site gas
- Rock excavation & buried obstacles
- Saw cut, coring, and or patch back
- Seismic upgrades to existing piping, duct and/or equipment
- Formed or reinforced concrete
- All cutting, patching
- Painting of exposed gas piping
- Fire protection and/or sprinklers
- Fire life safety and coordination
- Dumpsters and or debris boxes
- Temporary services including heating, cooling, water etc.
- Security
- Asbestos and or lead abatement
- Existing system performance
- Weekend and or off hours
- Any task not included in the scope stated above

Thank you for the opportunity to quote this project and please feel free to contact us if you have any questions or need further information.

Sincerely,  
**Intech Mechanical Company LLC - A Minority Owned Business Enterprise – WR02785**

Estimator  
Sean Paul

**QUOTATION VALID FOR 30 DAYS  
PAYMENT TERMS NET 30 DAYS WITH A MAXIMUM 5% RETENTION  
PAYMENTS LATER THAN 45 DAYS TO BE ASSESSED A 1% PENALTY**



March 15, 2023

Joe Hucik  
[JHucik@balfourbeattyus.com](mailto:JHucik@balfourbeattyus.com)  
**Balfour Beatty**  
400 Capitol Mall, Suite 900  
Sacramento CA 95814

**Re: Cesar Chavez / Edward Kemble New Construction and Modernization Project  
7500 32<sup>nd</sup> St, Sacramento CA 95822**

Dear Joe

We are pleased to present our proposal for the SCUSD Chavez-Kemble ES Inc. 1 project.

Our proposal is based on the following:

- March 2, 2023 at 3 pm.
- Underground Utility Map dated 8-18-22 by B&B Locating.
- Geotechnical Engineering Study dated 12/7/2022 by Atlas Technical Consultants LLC.
- Hazardous Materilas Survey dated 9/7/2022 by Entek Consulting Group, Inc.
- Bid Package 22.00 HVAC and Plumbing prepared by Balfour Beatty + Clark Sullivan.
- Inc. 1 DSA QC and Constructability Drawings dated 2/06/2023 by Lionakis and Weston and Associates Mechanical Engineers.
- Project Manual dated 2/6/2023 by Lionakis.
- Addendum No.1 dated 3/01/2023 by Balfour Beatty + Clark Sullivan.
- Inc. 1 Schedule dated 3/07/2023 by Balfour Beatty + Clark Sullivan.
- Addendum No. 2 dated 3/13/2023

## HVAC

### I. HVAC Scope of Work

#### A. Provide:

1. Safe off and de-energize of HVAC units on portables that are to be removed from the site shall include safe off of controls and thermostat
2. Provide all new air filters at relocated portables and attic stock as required by contract documents
3. Rebalance supply, return and OSA per values provided by MEOR by 3<sup>rd</sup> party TAB company



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**4. JCI Controls Scope:**

- a) Submittals / As built
- b) Internal functional test after work is completed
  - (1) Note: Repairs are not included in this proposal. If deficiencies are identified then they would be priced up at that time
- c) External functional test
- d) Bring controllers back online to SCUSD Metasys Server
- e) System Network Engine Relocation
  - (1) Remove existing NAE on site and relocate to custodial room
  - (2) Will require 120V by others
  - (3) Will require network connection by others
- f) Graphics Update: Update graphics to reflect new site layout
  - (1) All existing control devices and programming remain as is
  - (2) No new controls or buildings to be added
- g) Twenty (20) Bard Unit Controls (CR 1-20, Admin)
  - (1) Safe off existing BACnet wire and leave all controls equipment in place
  - (2) After portables are relocated (by others) reconnect BACnet wire to existing controls equipment
  - (3) Confirm programming integrity via functional test
- h) Seven (7) Demo controllers of Bard units NOT being used in relocation, crate and deliver to owner
- i) Underground conduit for connection of portables

**HVAC Base Price .....\$92,913.00**

## II. HVAC Job Specific Clarifications and Exclusions

### HVAC Job Specific Clarifications

- A. The existing JCI controls shall be left in place and not demolished per the controls provider JCI. JCI control box located on exiting self contained Bard AC units shall be moved along with the portables being relocated.

### HVAC Job Specific Exclusions

- A. Air balance beyond affected HVAC zones
- B. Cleaning of existing grilles, diffusers, ductwork or HVAC equipment
- C. Duct smoke detectors for existing HVAC equipment
- D. Early start-up of new equipment for conditioning during construction
- E. Modifications to HVAC to accommodate structural changes within the interstitial space
- F. Providing and installing balance dampers on existing ductwork
- G. Repairs or warranties on existing HVAC systems
- H. Smoke purge testing
- I. Sound attenuation boots
- J. Temporary heating/cooling
- K. Duct pressure testing

In addition, refer to **ACCO General Clarifications & Exclusions** below.

**PLUMBING**

**III. Plumbing Scope of Work**

**A. Provide:**

1. Safe off and disconnect domestic water, waste and natural gas on existing portable classrooms and restrooms as required for relocation.
2. Safe off and cap existing fixtures as specified in documents.
3. Provide and install new fixtures as required per drawings.
4. Provide and hookup temporary water and sanitary sewer as required for job trailers per the site logistics plan.
5. Excavate, backfill as required for new underground natural gas line.
6. Hook up of natural gas piping to HVAC units as required.
7. Domestic water and sanitary sewer connections to portables as required.
8. Pressure testing of all new piping.

**Plumbing Base Price .....\$439,680.00**

**IV. Plumbing Alternates**

- A. Plumbing Alternate A: Saw cut, break, remove and haul off asphalt as required for new underground natural gas piping.**

**Plumbing Alternate A ADD Price .....\$60,800.00**

**V. Plumbing Job Specific Clarifications and Exclusions****Plumbing Job Specific Clarifications**

- A. It is assumed that fully operable shut off valves, capable of holding back pressure, are existing. No provisions for freeze plugs have been made.
- B. It is assumed asphalt will be demoed by others prior to the excavation required for underground natural gas piping.
- C. Domestic water and sanitary sewer to be relocated by civil contractor for final connections at portables by ACCO.

**Plumbing Job Specific Exclusions**

- A. Acid waste or vent piping
- B. Appliances
- C. Concrete or asphalt demo. (See alternate)
- D. Concrete patch-back or dowelling
- E. Concrete x-ray or scanning
- F. Responsibility for existing utilities buried in or under slab
- G. Site work beyond natural gas scope as indicated in drawings. Domestic water and sanitary sewer relocation by others.
- H. Excluding existing plumbing fixtures not identified for replacement and impacts of SB407. SB407 may require replacement of existing non-compliant fixtures outside the scope of this project.

In addition, refer to **ACCO General Clarifications & Exclusions** below.

**ACCO GENERAL CLARIFICATIONS & EXCLUSIONS****VI. General Clarifications**

- A. Pricing in this proposal is good for thirty (30) days. If this proposal is accepted after thirty (30) days, ACCO will re-evaluate pricing for potential material and equipment cost increases.
- B. All equipment pricing is based on the current schedule and an installation date of **XXXXXX**. If the schedule is altered, equipment pricing is subject to change.
- C. All pricing is based on work being performed during one mobilization.
- D. All work to be performed during normal business hours, Monday through Friday.
- E. ACCO proposal is based on all existing mechanical and plumbing systems are in good working order and are installed per code.
- F. It is assumed that there is adequate room within the interstitial space to accommodate new mechanical and plumbing systems as shown on bid set drawings.
- G. A LEED Score Card is required in order to determine LEED Certification and pricing.

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- H. ACCO Engineered Systems is a design-build mechanical contractor and does not provide "engineering only" services. Our errors and omissions (E&O) insurance policy only covers errors and omissions in engineered drawings where ACCO also performs the mechanical installation for the project.

## **VII. General Exclusions**

- A. Any work not identified in the above scope
- B. Asbestos Abatement
- C. Assumes all T-Bar will remain
- D. BACnet card integration
- E. Commissioning
- F. Concrete work of any kind
- G. Cutting, framing, or patching
- H. Electrical, line voltage, conduit and wiring
- I. EMT conduit for low voltage wiring
- J. Engineering
- K. Fire alarm
- L. Fire alarm global shutdown
- M. Fire/life/safety wiring or programming
- N. Fire/smoke dampers
- O. Fire proofing patch back
- P. LEED Certification
- Q. Motor starters, disconnects or variable speed drives
- R. Painting of any kind
- S. Permits and fees
- T. Premium time
- U. Protection and repairs of walls, ceiling and floor
- V. Providing and installing surface mount access doors
- W. Providing and installing temporary barriers
- X. Raising of existing mechanical and plumbing services to accommodate new walls
- Y. Repairs to existing non code compliant conditions
- Z. Roof patch and repairs
- AA. Roof screen
- BB. Site work
- CC. Sprinklers
- DD. Structural engineering
- EE. Structural support for HVAC equipment
- FF. Third party commissioning
- GG. Title 24 Building Envelope Calculations and Documents
- HH. Trash dumpster
- II. Quick ship



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We appreciate the opportunity to present you with our pricing and look forward to working with your team. If you have any questions regarding this proposal, please call us at (916) 520-2100.

Sincerely,

**ACCO Engineered Systems**

A handwritten signature in blue ink that reads "Casey Lee".

Casey Lee  
Project Manager

A handwritten signature in blue ink that reads "Nic Haviland".

Nic Haviland  
Sr Project Manager

# SCUSD Chavez-Kemble ES Inc. 1 - Portable Relocation

7495 29th Street, Sacramento, CA 95822, United States of America

Sent proposal: \$532,593

Submitted Mar 16, 2023 at 1:38 PM PDT

**ACCO Engineered Systems, Inc.**

10590 Armstrong Avenue, Mather, CA 95655, United States of America

Nicholas Haviland | Project Manager | +1 916-833-4126 | nhaviland@accoes.com



## Scope-Specific Information and Unit Costs

This bidder acknowledges that they are prequalified with the District?

Yes

## General Acknowledgments

Bidder acknowledges that Balfour Beatty- Clark/Sullivan, a Joint Venture is dependent on the bids to establish a GMP with the District/Owner and that Balfour Beatty is reasonably relying on the bids. Therefore, bidder promises that it will not withdraw or unilaterally alter its bid for a period of 90 days after the date set for the opening of the bids. Bidder also acknowledges that if it fails to honor any of the promises in its bid then it is foreseeable that Balfour Beatty will be injured, and therefore bidder will be responsible for any resulting damages to Balfour Beatty, including but not limited to covering the difference for Balfour Beatty to proceed with a different subcontractor.

Yes

By choosing "yes", the Bidder promises and represents that it can and will comply that they cannot add any exclusions, markups, etc. to the subcontract agreement included in the bid docs under Document 01304 Sample Long Form Subcontract or any other contract document listed in the bid manual.

Yes

Are you utilizing any DVBE subcontractors?

No

Is bidder DVBE certified?

No

By choosing "yes", the Bidder promises and represents that they have received notification and will comply with Addendums #1 and #2.

Yes

By choosing "yes", the Bidder promises and represents that it can and will comply with the Project Labor Agreement (PLA) upon award.

Yes

By choosing "yes", the Bidder promises and represents that it can and will comply with the Insurance Requirements for this project upon award.

Yes

Is the bidder prequalified with Balfour Beatty Construction, LLC?

Yes

By choosing "yes", the Bidder promises and represents that it can and will comply with the Front End and District Documents upon award.

Yes

By choosing "yes", the Bidder promises and represents that it can and will comply with the Bid Package in its entirety; Exhibit B, B1, B2 and B3 upon award.

Yes

Contractors License number?

120696

License Classification?

A, B, C4, C10, C16, C36, C38



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## SCUSD Chavez-Kemble ES Inc. 1 - Portable Relocation

7495 29th Street, Sacramento, CA 95822, United States of America

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DIR Registration number? 1000000546

EMR Rate? 0.73

By choosing "yes", the Bidder promises and represents that it can and will comply with this project utilizing LCP Tracker upon award. Yes

By choosing "yes", the Bidder promises and represents that it can and will comply with this project utilizing Textura (cost to subcontractor .22% of contract value, not to exceed \$5,000) upon award. Yes

### Bond Information

Performance and Payment Bond Rate - only if total bid is over \$100,000 (Not to be included with bid price above) 1 %

### Certifications

Do you represent a certified minority business? No

### Additional Information

**Notes** We look forward to working with the BB / C&S Teams. Please do not hesitate to contact Nic Haviland (916-833-4126) or Casey Lee (916-320-0693) should you have any questions.  
Best Regards

### Attachments

 233970\_Kemble Chavez\_In... (175 KB)

**SCUSD Chavez-Kemble ES Inc. 1 - Portable Relocation**

7495 29th Street, Sacramento, CA 95822, United States of America

Sent proposal: \$632,400

Submitted Mar 16, 2023 at 2:35 PM PDT

**DDK Mechanical, Inc.**

5761 Florin Perkins Road, Sacramento, CA 95828 US

Troy Getz | Estimator /Project manager | +1 916-704-1241 | troyddk@sbcglobal.net

**Scope-Specific Information and Unit Costs**

This bidder acknowledges that they are prequalified with the District?

Yes

**General Acknowledgments**

Bidder acknowledges that Balfour Beatty- Clark/Sullivan, a Joint Venture is dependent on the bids to establish a GMP with the District/Owner and that Balfour Beatty is reasonably relying on the bids. Therefore, bidder promises that it will not withdraw or unilaterally alter its bid for a period of 90 days after the date set for the opening of the bids. Bidder also acknowledges that if it fails to honor any of the promises in its bid then it is foreseeable that Balfour Beatty will be injured, and therefore bidder will be responsible for any resulting damages to Balfour Beatty, including but not limited to covering the difference for Balfour Beatty to proceed with a different subcontractor.

Yes

By choosing "yes", the Bidder promises and represents that it can and will comply that they cannot add any exclusions, markups, etc. to the subcontract agreement included in the bid docs under Document 01304 Sample Long Form Subcontract or any other contract document listed in the bid manual.

Yes

Are you utilizing any DVBE subcontractors?

No

Is bidder DVBE certified?

No

By choosing "yes", the Bidder promises and represents that they have received notification and will comply with Addendums #1 and #2.

Yes

By choosing "yes", the Bidder promises and represents that it can and will comply with the Project Labor Agreement (PLA) upon award.

Yes

By choosing "yes", the Bidder promises and represents that it can and will comply with the Insurance Requirements for this project upon award.

Yes

Is the bidder prequalified with Balfour Beatty Construction, LLC?

Yes

By choosing "yes", the Bidder promises and represents that it can and will comply with the Front End and District Documents upon award.

Yes

By choosing "yes", the Bidder promises and represents that it can and will comply with the Bid Package in its entirety; Exhibit B, B1, B2 and B3 upon award.

Yes

Contractors License number?

855723

License Classification?

B, C-20, C-36, C-43

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## SCUSD Chavez-Kemble ES Inc. 1 - Portable Relocation

7495 29th Street, Sacramento, CA 95822, United States of America

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DIR Registration number? 1000002411

EMR Rate? 0.94

By choosing "yes", the Bidder promises and represents that it can and will comply with this project utilizing LCP Tracker upon award. Yes

By choosing "yes", the Bidder promises and represents that it can and will comply with this project utilizing Textura (cost to subcontractor .22% of contract value, not to exceed \$5,000) upon award. Yes

### Bond Information

Performance and Payment Bond Rate - only if total bid is over \$100,000 (Not to be included with bid price above) 1.50 %

### Certifications

Do you represent a certified minority business? No

### Additional Information

#### Notes

#### Attachments

 Kemble - Chavez Elementar... (78 KB)



DGS California Department General Services Small Business Certified # 52917



Contractor's License #855723

DIR #1000002411

5761 Florin Perkins Rd Suite 9 Sacramento, Ca 95828 Phone: (916) 383-5190 Fax: (916) 383-5191

\*\*\*MECHANICAL BID\*\*\*PLUMBING BID\*\*\* MECHANICAL BID\*\*\*PLUMBING BID\*\*\*

Attention: Estimating Department Re: Kemble - Chavez Elementary School: Portable Relocation Interim Housing Increment #1 Bid Date: March 16, 2023 Today's Date: March 16, 2023

Dear Ladies and Gentleman, We propose to furnish and install materials necessary for a complete installation per the contract documents. Taxes are included. There are 2 addendums noted. Our scope of work is as follows;

- Division 22 Plumbing 23 Heating, Ventilating & Air-Conditioning (HVAC)

TOTAL BID \$ 632,400.00

Exclusions:

Permits and Fees/Bond Costs 1%/Temporary Services/Off Hours Work, X-ray/scanning of concrete Concrete & Asphalt Demo Patch/Cutting/ Coring, Roof Patching, Blocking, Framing and Supports of any sort, Reinforcement of openings structural or otherwise; Electrical work (other than Temperature Controls) Priming and Painting, Abatement, Fire Protection, Grab Bars, Toilet Accessories, ASM/ Flashing/ Gutters/ DS /Door Louvers, Roof Wood Supports, Spoils haul off, Electrical Roof Penetration Flashings, PG&E Trenching/Piping/Scheduling/Meter/Cost, Any work associated with relocatable buildings shown to remain in place; Replacement of defective parts on Bard units that are receiving maintenance: Title 24 documentation: Leak testing/re sealing/ replacement of the existing duct work: Refrigerant recovery on Bard shown to be removed, Anything not Listed Above

Please feel free to call me should you have any questions or concerns regarding the above project. Sincerely,

Plumbing Estimator: Troy Getz DDK Mechanical, Inc. (916) 704-1241



California Enterprise Zone



	Included	Included	Included	Included	Included
merae					
service to the existing	Included	Included	Included	Included	Included
transformer, panels, electrical equipment	Included	Included	Included	Included	Included
per 10CY Truck @ 250	Included	Included	Included	Included	Included
	\$7,500	\$7,500	\$7,600	\$11,888	
	\$15,932	\$11,848	\$12,888	\$11,888	
	<b>-\$48,863</b>	<b>-\$14,335</b>	<b>-\$30,000</b>	<b>\$19,120</b>	
Total savings is -397,726 pending formal approval via the Submittal or RFI process of proposed Bid Alternate. A savings of -\$48,863 is included for now, with remaining balance to be returned to District upon Submittal or RFI response.					
outing feeders to each end, route surface on the backside of the locations shown. Provide the requirements of IDEED)	<b>-\$48,863</b>	<b>-\$14,335</b>	<b>-\$30,000</b>	<b>\$19,120</b>	
ie existing conductors and feeders to relocated schedule. (NOT			<b>-\$21,000</b>	<b>-\$22,585</b>	
	<b>\$922,861</b>	<b>\$1,040,263</b>	<b>\$1,080,690</b>	<b>\$1,201,799</b>	
<b>FORMATION</b>					
es that they are strict?	YES	YES	YES	YES	YI
<b>EDGMENTS</b>					
at Balfour Beatty-enture is dependent on MP with the Balfour Beatty is e bids. Therefore, bidder withdraw or unilaterally of 90 days after the date e bids. Bidder also ills to honor any of the it is foreseeable that ured, and therefore le for any resulting ity, including but not ifference for Balfour i different subcontractor.	YES	NO	YES	YES	YI
Bidder promises and id will comply that they ns, markups, etc. to the included in the bid docs Sample Long Form r contract document listed	NO	NO	YES	YES	f
BE subcontractors?	NO	YES	NO	NO	f
?	NO	YES	NO	NO	f
idder promises and e received notification andums #1 and #2.	YES	YES	YES	YES	YI
idder promises and id will comply with the t.(PLA) upon award.	YES	YES	YES	YES	YI
idder promises and id will comply with the s for this project upon	YES	YES	YES	YES	YI
d with Balfour Beatty	YES	YES	YES	NO	f
idder promises and id will comply with the uments upon award.	YES	YES	YES	YES	YI
idder promises and id will comply with the Bid Exhibit B, B1, B2 and B3	YES	YES	YES	YES	f
number?	288366	482432	588308	848839	848435
	C10	C-10	C-10	C10	C10
it?	1000000355	1000025176	1000002789	1000000108	1000002156
	.69	1.01	0.80	.82	1.36
idder promises and id will comply with this cker upon award.	YES	YES	YES	YES	YI
idder promises and id will comply with this (cost to subcontractor not to exceed \$5,000)	YES	YES	YES	YES	YI
ent Bond Rate - only if 0 (Not to be included with	1.70%	1.20%	1.25%	1.00%	
ified minority business?	NO	NO	NO	YES	f
Bid price is based on CJF Bid Letter (attached) and Bid Documents supplied by Balfour Beatty. CJF can utilize Textura and LCPTracker with costs reimbursed by GC. Proposal is subject to an executed subcontract between Balfour Beatty and CJF.					

## Hucik, Joe

---

**From:** John Shepard <John.Shepard@cjfranke.com>  
**Sent:** Monday, March 27, 2023 10:17 AM  
**To:** Hucik, Joe  
**Cc:** Koch, John; Lee, Jeffrey; Vargas, Jorge; Machado, Bill; Michael Flores  
**Subject:** RE: Con J Franke - INC 01 Post Bid Interview Follow Up  
**Attachments:** CHAVEZ.KIMBLE INC 1 - CJF BID LETTER - REV.1.pdf

External Email

Joe,

You were correct, I had made a math error on Alt. 1.  
Revised proposal is attached.

Thanks!

John Shepard  
Lead Estimator  
Con J. Franke Electric, Inc.  
209-639-4341 Direct  
209-462-2556 Fax  
[john.shepard@cjfranke.com](mailto:john.shepard@cjfranke.com)





ELECTRICAL CONTRACTING & ENGINEERING  
STOCKTON CA. SINCE 1925

## **BID LETTER-REV. 1**

**DIVISIONS 26, 27 & 28**

TO: BALFOUR BEATTY  
ATTN: JOE HUCIK  
FAX:  
PHONE:  
E-Mail: [JHucik@Balfourbeattyus.com](mailto:JHucik@Balfourbeattyus.com)

BID DATE: 03/16/2022  
TIME: 2:00 PM

**PROJECT: CHAVEZ/KIMBLE ES INC 1**

**BASE BID: \$889,700.00**

ALT 1 (DEDUCT): **(-\$97,726.00)** – SEE NOTE 1 BELOW  
ALT 2: **\$0.00** (It is our opinion this won't be feasible)

**NOTE 1: This deduct is based on using GRC (not PVC-CTD GRC) surface mounted on back of portables. No underground conduits or UG pull boxes for power or communications.**

**ADDENDUMS NOTED: 2**

### **INCLUSIONS:**

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- 2) INCLUDES COORDINATION WITH OTHER TRADES, AS NEEDED, FOR OUR INSTALLATIONS
- 3) INCLUDES ELECTRICAL SAFEOFF (ONLY) AS REQUIRED FOR THE SAFE DEMOLITION AND MODIFICATIONS INDICATED BY THE PLANS AND SPECIFICATIONS
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- 7) INCLUDES PANEL MOUNTING STANCHIONS WHERE REQUIRED
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- 9) INCLUDES ALL ELECTRICAL CONNECTIONS INCLUDING EQUIPMENT SUPPLIED BY OTHERS
- 10) INCLUDES SUBMITTALS, STUDIES, TESTING, START-UP, AS-BUILTS, O&M'S AND WARRANTY
- 11) INCLUDES ALL APPLICABLE TAXES

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**EXCLUSIONS:**

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- 2) CON J. FRANKE ELECTRIC DOES NOT ACCEPT TYPE 1 INDEMNIFICATION LANGUAGE.
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- 29) EXCLUDE ALL ELECTRICAL TESTING FOR EQUIPMENT, MOTORS AND OR DEVICES NOT LISTED AS INCLUDED BY CJF HEREIN

**GENERAL TERMS:**

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- CONTRACTOR UNDERSTANDS CJF WILL NOT PERFORM ANY WORK OR ISSUE ANY PO'S RELATED TO THIS PROPOSAL UNTIL WE ARE IN POSSESSION OF A FULLY EXECUTED CONTRACT
- CJF DOES NOT ACCEPT ANY CONTRACT LANGUAGE THAT MODIFIES THE BID SCOPE HEREIN
- CJF SHALL NOT BE LIABLE FOR ANY DELAYS ATTRIBUTED TO EXECUTION OF A SUBCONTRACT THAT DOES NOT INCLUDE ALL TERMS, INCLUSIONS AND EXCLUSIONS AS LISTED HEREIN
- CON J. FRANKE ELECTRIC IS **NOT** CERTIFIED AS A SBE, DBE, MBE, WBE OR DVBE CONTRACTOR
- ALL IBEW UNION LABOR AND AN EQUAL OPPORTUNITY EMPLOYEES
- IF OUR PROPOSAL IS USED IN THE BID OF THE SUCCESSFUL CONTRACTOR, THE CONTRACTOR AGREES TO AWARD US A SUBCONTRACT FOR ALL WORK INCLUDED AND EXCLUDED IN OUR PROPOSAL IN ACCORDANCE WITH THE TERMS OF THE CONTRACT DOCUMENTS AS MODIFIED BY THE CONDITIONS SET FORTH IN THIS SCOPE LETTER AND IN THE AMOUNT SET FORTH IN OUR PROPOSAL
- FORCE MAJEURE: Con J Franke Electric shall not be liable for failure or delay to perform obligations under this agreement, which have become practicably impossible because of circumstances beyond the reasonable control of CJF (herein "Force Majeure Event"). A Force Majeure Event shall include, without limitation: natural disasters or acts of God; acts of terrorism; labor disputes or stoppages; war; government acts or orders; epidemics, pandemics or outbreak of communicable disease; public health emergency; quarantines; national or regional emergencies; or any other cause, whether similar in kind to the foregoing or otherwise, beyond the CJFs' reasonable control. CJF

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**DUE TO VOLATILE MATERIAL PRICING, THIS PROPOSAL IS VALID FOR 30 DAYS**

REGARDING THIS BID, CONTACT: **JOHN SHEPARD** - [john.shepard@cifranke.com](mailto:john.shepard@cifranke.com)  
Direct: 209-639-4341

CA LICENSE: #288366      CLASSIFICATION: C-10      EXPIRATION DATE: 6/30/2024  
DIR#: 1000000355      REGISTERED: 5/12/2016      EXPIRATION DATE: 6/30/2024

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License # 288366



## Hucik, Joe

---

**From:** John Shepard <John.Shepard@cjfranke.com>  
**Sent:** Wednesday, April 12, 2023 2:35 PM  
**To:** Hucik, Joe  
**Cc:** Michael Flores; Koch, John; Machado, Bill  
**Subject:** RE: Con J. Franke - INC 01 SCUSD Chavez-Kemble

### External Email

Thank you, Joe!

- Yes, there is a \$100k difference between Quality Sound and the next sub. I'm guessing Quality sound thought they had it locked up and piled money in their bid.
- **Clocks were merely disconnect and reconnect with new cables. I believe Sac City standard is Sapling Clocks**
- Confirmed

Regards,

Clock clarification per Con J Franke

John Shepard  
Lead Estimator  
Con J. Franke Electric, Inc.  
209-639-4341 Direct  
209-462-2556 Fax  
[john.shepard@cjfranke.com](mailto:john.shepard@cjfranke.com)



**From:** Hucik, Joe <JHucik@Balfourbeattyus.com>  
**Sent:** Wednesday, April 12, 2023 10:59 AM  
**To:** John Shepard <John.Shepard@cjfranke.com>  
**Cc:** Hucik, Joe <JHucik@Balfourbeattyus.com>; Michael Flores <mflores@clarksullivan.com>; Koch, John <jkoch@Balfourbeattyus.com>; Machado, Bill <bmachado@Balfourbeattyus.com>  
**Subject:** Con J. Franke - INC 01 SCUSD Chavez-Kemble

John,

It was nice speaking with you yesterday. Per our conversation, we have presented our INC 01 GMP listing your firm for award for the 26.00: Electrical, Communications, Electronic Safety & Security scope of work. We are making minor revisions to the INC 01 GMP where the District will formally issue for approval on the 5/18/23 Board Agenda, some of which are pending a response to below questions/comments regarding your bid proposal. Upon approval of the INC 01 GMP, we will be in a position to fully execute your subcontract agreement beginning as early as 5/19/23 or whenever formal approval by the District is formally issued. The District would only be electing Bid Alternate 01 per our GMP review, and we are in process of confirming your alternate with the Electrical Engineer of Record. Bid Alternate 02 was not elected by the District.

With INC 01 construction beginning the week of 6/19/23, we have the ability to amend our Precon Agreement for long lead materials and equipment at the 5/4/23 Board Meeting. Please advise if Con J Franke would need to purchase any new materials and equipment earlier than 5/19/23 in order to satisfy the Bid Schedule for INC 01, please factor in the time for submittal creation and approval prior to materials being released in any scenario. **If there are items your firm will need to purchase early in order to satisfy the INC 01 schedule, please provide the break out cost for early procurement, submittals, early prefabrication, etc. by 4/13/23 at 10am.** We will then compile and issue to client on 4/14/23 for inclusion on the 5/4/23 Board Agenda.

Additionally, the District had the below questions/comments as it relates to your proposal. Please reply at your earliest convenience:

- Is there a cost difference for using Quality Sound in lieu of Point One? Quality Sound appears to have more of a working relationship with SCUSD.
- Please confirm if Battery Clocks were bid in existing portables or if Bogen Clocks were bid based on the DSA Approval Documents. If Bogen clocks were specified and bid, please confirm installer is a certified Bogen installer to satisfy manufacturer requirement.
- In addition to the portables that will be relocated onsite, please confirm safe-off/salvage of (E) feeders to be turned over to District at the portables to be demo'd onsite is included in your scope of work.

Thanks,

**Joe Hucik, Assoc. DBIA**

Senior Project Manager | Balfour Beatty

O: (916) 760-0805 | C: (916) 220-9391

E: [jhucik@balfourbeattyus.com](mailto:jhucik@balfourbeattyus.com) | [www.balfourbeattyus.com](http://www.balfourbeattyus.com)

**Balfour Beatty**

SACRAMENTO BUSINESS JOURNAL



2022 **BEST PLACES TO WORK**

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## **BID LETTER**

**DIVISIONS 26, 27 & 28**

TO: BALFOUR BEATTY  
ATTN: JOE HUCIK  
FAX:  
PHONE:  
E-Mail: [JHucik@Balfourbeattyus.com](mailto:JHucik@Balfourbeattyus.com)

BID DATE: 03/16/2022  
TIME: 2:00 PM

**PROJECT: CHAVEZ/KIMBLE ES INC 1**

**BASE BID: \$889,700.00**

ALT 1 (DEDUCT): **(-\$250,000.00) – SEE NOTE 1 BELOW**

ALT 2: **\$0.00** (It is our opinion this won't be feasible)

**NOTE 1: This deduct is based on using GRC (not PVC-CTD GRC) surface mounted on back of portables. No underground conduits or UG pull boxes for power or communications.**

**ADDENDUMS NOTED: 2** Low Voltage Sub is Quality Sound / EKC

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### **BB /CS Note:**

**In addition to the portables that will be relocated onsite, safe-off/salvage of (E) feeders to also be turned over to District at the portables to be demo'd onsite is included in Con J Franke's scope of work. Clocks are merely disconnect and reconnect with new cables.**

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**DUE TO VOLATILE MATERIAL PRICING, THIS PROPOSAL IS VALID FOR 30 DAYS**

REGARDING THIS BID, CONTACT: **JOHN SHEPARD** - [john.shepard@cifranke.com](mailto:john.shepard@cifranke.com)  
Direct: 209-639-4341

CA LICENSE: #288366      CLASSIFICATION: C-10      EXPIRATION DATE: 6/30/2024

DIR#: 100000355      REGISTERED: 5/12/2016      EXPIRATION DATE: 6/30/2024

317 N Grant Street Stockton, California 95202-2600 Phone (209) 462-0717 Fax (209) 462-2556



License # 288366







**EXHIBIT B-3: 26.00 ELECTRICAL, COMMUNICATIONS,  
AND ELECTRONIC SAFETY & SECURITY  
PROJECT-SPECIFIC SCOPE OF WORK**

---

**GENERAL TERMS**

"Work" items listed in this section are for clarification only and are not intended to be a comprehensive list of inclusions. It is the responsibility of each bidder to include and or provide all costs for labor, supervision, material, equipment, detailing, hoisting, scaffolding, tools, rigging, engineering, permits, fees, applicable taxes, insurance fees, warranties, guarantees, and any facilities necessary to complete the work of their Bid Package(s).

The "Work" includes, but is not limited to, other related Contract Documents, which are specific requirements for this scope of work, including drawings, specifications, Exhibits, Pre-Bid RFI Log(s), Project Manual exhibits, and revisions included in the addenda.

Each Subcontractor shall reference Exhibit B.1 RESPONSIBILITY MATRIX for a general listing of specifications, special provisions, and contract responsibilities associated with this and other scopes.

**ELECTRONIC, COMMUNICATIONS, SAFETY & SECURITY**

- 26.00.001 Reference INC 01 Early Procurement for items furnished FOB to the job site, including Fire Lite Fire Alarm equipment. **Confirmed**
- 26.00.002 Provide full temporary power hook-up to two (2) jobsite trailers pulled from an adjacent tie-in location. Reference the Electrical As-Built and Logistics Plans as needed. **\$25,000 NTE Budget**
- 26.00.003 Provide OSHA-compliant temporary lighting as needed for INC 01 work onsite. **For own work only  
To follow up for wobble light  
at each portable**
- 26.00.004 Provide temp power distribution at relocated portables for construction. Assume one spider box at each of the four (4) portable groupings. **Included in above 25k NTE**
- 26.00.005 Troubleshoot the existing Fire Alarm System and AV system for portable relocation over the 2023 Spring Break to identify key RFI's. **Included**
- 26.00.006 Coordinate the removal of the utility company pad-mounted transformer with SMUD. **Included**
- 26.00.007 Coordinate the removal of the meter with SMUD. **Included**
- 26.00.008 Remove all security cameras before portable relocation and reinstall after portables have been re-installed. **Included**
- 26.00.009 Remove existing transformer, panels, switchgear and other electrical equipment. Salvage as indicated on electrical plans for reinstallation and re-use, similar to demolition note 25 on 1CD101A and note 9 on 1.ED-100. **Included**
- 26.00.010 Relocate services in a manner to limit interruption and downtime for campus Fire Alarm and Security systems. **Included**



**EXHIBIT B-3: 26.00 ELECTRICAL, COMMUNICATIONS,  
AND ELECTRONIC SAFETY & SECURITY  
PROJECT-SPECIFIC SCOPE OF WORK**

- 26.00.011 Disconnect all existing electrical, low voltage, AV, fire alarm, etc. systems prior to portable relocation and reconnect upon completed portable relocation for a fully functional installation. **Included**
- 26.00.012 Provide housekeeping pad for relocated electrical gear. Coordinate exact placement of housekeeping pad with adjacent underground utilities, construction fence identified in Logistics Plan, and BB/CS Superintendents. **Excludes pad and concrete only**
- 26.00.013 Replace weatherproof junction boxes as needed for complete installation. **Included**
- 26.00.014 Provide and maintain temp service to the existing booster pump identified on 1CD102A until new electrical service installed under INC 02. **Included - to be pulled from relocated existing switch board**
- 26.00.015 Provide the Assistive Listening System, similar to note 13 on 1AS101. **Included**
- 26.00.016 Provide appropriate sealant/caulking at any penetration of relocated Portable. Touch up existing and abandoned penetrations associated with the Electrical / Low Voltage systems as needed. **Included**
- 26.00.017 Perform all functional testing prior to occupancy. Assume testing will be done off hours and on weekends. **Included**
- 26.00.018 Provide off haul of spoils for this scope of work. **Included**

**ALTERNATES:**

offhaul of spoils is excluded - follow up w quantity  
Inclusive of alternate too

1. In lieu of routing feeders to each building panel underground, route surface-mounted conduit (EMT) on the backside of the portable buildings at the locations shown. Provide conduit supports to meet the requirements of CEC 358.30(A).
2. Salvage the existing conductors and re-use them for the new feeders to relocated buildings. Refer to the schedule.

To confirm included or follow up with costs for:

LCP Tracker  
Textura

**THE ENTIRE SUBCONTRACTOR SCOPE OF WORK INCLUDES THE FOLLOWING EXHIBITS:**

**EXHIBIT B: ALL TRADES**

**EXHIBIT B-1: PROJECT RESPONSIBILITY MATRIX**

**EXHIBIT B-2: TRADE-SPECIFIC SCOPE OF WORK**

**EXHIBIT B-3: PROJECT-SPECIFIC SCOPE OF WORK**

### SCUSD Chavez-Kemble ES Inc. 1 - Portable Relocation

7495 29th Street, Sacramento, CA 95822, United States of America

Sent proposal revision #1: \$966,560

Submitted Mar 24, 2023 at 2:22 PM PDT

PEI Placer Electric Incorporated

5439 Stationers Way, Sacramento, CA 95842, USA

Greg O'Connor | Estimator | +1 916-338-4400 | greg@placerelectric.com

#### Alternates

Alternate #1: In lieu of routing feeders to each building panel underground, route surface-mounted conduit (EMT) on the backside of the portable buildings at the locations shown. Provide conduit supports to meet the requirements of CEC 358.30(A).	-\$14,335
Alternate #2: Salvage the existing conductors and re-use them for the new feeders to relocated buildings. Refer to the schedule.	\$0

#### Scope-Specific Information and Unit Costs

This bidder acknowledges that they are prequalified with the District?	Yes
--	-----

#### General Acknowledgments

Bidder acknowledges that Balfour Beatty- Clark/Sullivan, a Joint Venture is dependent on the bids to establish a GMP with the District/Owner and that Balfour Beatty is reasonably relying on the bids. Therefore, bidder promises that it will not withdraw or unilaterally alter its bid for a period of 90 days after the date set for the opening of the bids. Bidder also acknowledges that if it fails to honor any of the promises in its bid then it is foreseeable that Balfour Beatty will be injured, and therefore bidder will be responsible for any resulting damages to Balfour Beatty, including but not limited to covering the difference for Balfour Beatty to proceed with a different subcontractor.	No
By choosing "yes", the Bidder promises and represents that it can and will comply that they cannot add any exclusions, markups, etc. to the subcontract agreement included in the bid docs under Document 01304 Sample Long Form Subcontract or any other contract document listed in the bid manual.	No
Are you utilizing any DVBE subcontractors?	Yes
Is bidder DVBE certified?	Yes
By choosing "yes", the Bidder promises and represents that they have received notification and will comply with Addendums #1 and #2.	Yes
By choosing "yes", the Bidder promises and represents that it can and will comply with the Project Labor Agreement (PLA) upon award.	Yes
By choosing "yes", the Bidder promises and represents that it can and will comply with the Insurance Requirements for this project upon award.	Yes
Is the bidder prequalified with Balfour Beatty Construction, LLC?	Yes

**SCUSD Chavez-Kemble ES Inc. 1 - Portable Relocation**

7495 29th Street, Sacramento, CA 95822, United States of America

By choosing "yes", the Bidder promises and represents that it can and will comply with the Front End and District Documents upon award. Yes

By choosing "yes", the Bidder promises and represents that it can and will comply with the Bid Package in its entirety; Exhibit B, B1, B2 and B3 upon award. Yes

Contractors License number? 482432

License Classification? C-10

DIR Registration number? 1000025176

EMR Rate? 1.01

By choosing "yes", the Bidder promises and represents that it can and will comply with this project utilizing LCP Tracker upon award. Yes

By choosing "yes", the Bidder promises and represents that it can and will comply with this project utilizing Textura (cost to subcontractor .22% of contract value, not to exceed \$5,000) upon award. Yes

**Bond Information**

Performance and Payment Bond Rate - only if total bid is over \$100,000 (Not to be included with bid price above) 1.20 %

**Certifications**

Do you represent a certified minority business? No

**Additional Information**

**Notes**

**Attachments**

 Proposal Letter - Kemble-Ch... (188 KB)



exceeding  
customer  
expectations

www.placerelectelectric.com

March 24, 2023

E23-054.2

**Balfour Beatty**  
**400 Capitol Mall, Suite 900**  
**Sacramento, CA 95814**  
**ATTN: Joe Hucik**

**Project: Kemble-Chavez Elementary School Portable Classroom Relocation Increment #1**

Joe,

We are pleased to offer our revised proposal for the electrical construction of the subject project. This proposal includes furnishing the labor, tools, equipment rental, transportation, superintendence, and miscellaneous items to perform the electrical and low voltage system work as shown on plan sheets 1.E-000 through 1.E-500 and specification sections 260000, 270000 and 280000 as prepared by Lionakis and The Engineering Enterprise. We acknowledge Addendums #1 and #2. PEI Placer Electric, Inc. is a certified Small Business Enterprise (SBE) and Disabled Veteran Business Enterprise (DVBE) – Certification Number 2012670. We are also a union electrical contractor signatory to Local 340. Our DIR number is 1000025176.

**Base Bid:                   \$ 966,560.00**  
**Alternate #1:               \$ (14,335.00)**

**Clarifications:**

- Our proposal DOES NOT include demo or removal of any underground conduits. We assume we will abandon them in place after the removal of cabling and conductors.
- For Alternate #1 pricing above, we assume the use of EMT conduit and fittings along the exterior of the portable building walls and direct routing of underground conduits from the MSB to each portable cluster. We also have assumed we can eliminate some of the Christy boxes shown on the plans.
- We have not included pricing for Alternate #2 as many of the existing conductors will not fit into the revised conduits as sized on 1.E-400 as per NEC.
- Per Exhibit B-3-26.00.001, our fire alarm sub has removed the costs of the fire alarm devices that were noted on the Early Procurement List.
- Per Exhibit B-3-26.00.005, our fire alarm, security and telecom subs have now included labor to troubleshoot the existing systems over Spring Break to identify key RFI's.
- Per Exhibit B-3-26.00.008, we have now included costs to remove and replace up to (10) security cameras. This includes programming, testing and system check-out. We assume that the existing cabling will be long enough to re-use. We DO NOT include cameras being installed in new locations.
- Per Exhibit B-3-26.00.014, we have now included costs to locate and intercept the existing booster pump feeder with an in ground box and extending new conduit and conductors from the new box to the revised MSB location. We assume the existing breaker currently feeding the booster pump is able to be re-used. This feeder breaker is not shown on the one-line diagram.

- Per Exhibit B-3-26.00.015, per Note #13 on 1AS101, it appears that they are requiring assistive listening signage, not the system itself so we EXCLUDE the new signage.
- All work assumed to be done during normal work hours (Monday-Friday 7AM-3:30PM).

**Exclusions:**

- Permits, bonds, fees.
- Special inspection fees.
- Shift, overtime, double time or holiday work.
- Repair or replacement of any landscaping.
- Any electrical or low voltage work not shown on the electrical plans noted above.
- Temporary power or lighting.
- All work on energized electrical equipment or circuits.
- Furnish and installation of ceiling wires for light fixture supports.
- Wall, ceiling, ceiling grid or ceiling tile demo, backing, patching, repair, replacement and painting.
- Patching and painting of electrical conduit, pipe, equipment, walls, floors and ceilings.
- Blocking or backing required for electrical items.
- Furnish and installation of access panels.
- Supply and installation of fire sprinkler flow and tamper switches.
- Furnish of any new fire alarm devices – furnished by others.
- Wall rough-in work inside of portables – assumed to be existing. We will rough in new ceiling FA devices as required.
- Roofing or roof patch.
- Concrete wall or floor x-ray scanning and coring.
- Concrete or asphalt scanning, saw cut, break, removal and patch back.
- Miscellaneous concrete work and concrete equipment pads.
- Repair and replacement of landscaping.
- All telecommunications system telephony and network data equipment.
- Plywood backboards.
- Warranty, storage and assembly of equipment furnished by others.
- Hazardous materials identification, abatement and disposal.
- Repair of pre-existing code violations and any unforeseen conditions.
- Mechanical controls conduit, wiring, interlocks or terminations.
- Motor starters and VFD's for equipment unless specifically shown on electrical drawings.
- Factory start-up, training, testing of equipment unless specifically detailed on electrical plans or specs.
- Commissioning of systems except as required by spec.
- Blocking or framing for light fixtures or electrical equipment.
- Hauling of trash off-site and dumpster fees.
- BIM modeling or CAD as-built drawings for electrical work. We will provide as-builts mark-up on Bluebeam.
- Electrical, structural and seismic engineering and design fees, drawings, etc.

**General Conditions**

- All applicable taxes are included in our submission.

- The contractor shall not be held liable for errors or omissions in designs by others.
- A formal contract must not deviate from the aforementioned conditions of this letter without our permission.
- Due to ongoing price volatility, this proposal price is good for 15 days from the above date and subject to PEI terms and conditions.
- PEI offers a 2% discount on all invoices paid in full by the 15<sup>th</sup> of the following month.
- Unless specifically mentioned in this proposal, all labor is based on a standard M-F, 40-hour work week.

If you have any questions, please feel free to give me a call at 916-297-1903.

Sincerely,

**PEI Placer Electric Incorporated**



Greg O'Connor  
Senior Estimator

# SCUSD Chavez-Kemble ES Inc. 1 - Portable Relocation

7495 29th Street, Sacramento, CA 95822, United States of America

Sent proposal revision #1: \$1,046,900

Submitted Mar 24, 2023 at 8:58 AM PDT

**Bockmon & Woody Electric Co., Inc.**

1528 El Pinal Dr, Stockton, CA 95205, USA

Arlene Larsen | Estimating Administrator | +1 209-464-4878 | 209-915-0410 | arlene@bockmonwoody.com



## Alternates

Alternate #1: In lieu of routing feeders to each building panel underground, route surface-mounted conduit (EMT) on the backside of the portable buildings at the locations shown. Provide conduit supports to meet the requirements of CEC 358.30(A).	-\$30,000
Alternate #2: Salvage the existing conductors and re-use them for the new feeders to relocated buildings. Refer to the schedule.	-\$21,000

## Scope-Specific Information and Unit Costs

This bidder acknowledges that they are prequalified with the District? Yes

## General Acknowledgments

Bidder acknowledges that Balfour Beatty- Clark/Sullivan, a Joint Venture is dependent on the bids to establish a GMP with the District/Owner and that Balfour Beatty is reasonably relying on the bids. Therefore, bidder promises that it will not withdraw or unilaterally alter its bid for a period of 90 days after the date set for the opening of the bids. Bidder also acknowledges that if it fails to honor any of the promises in its bid then it is foreseeable that Balfour Beatty will be injured, and therefore bidder will be responsible for any resulting damages to Balfour Beatty, including but not limited to covering the difference for Balfour Beatty to proceed with a different subcontractor. Yes

By choosing "yes", the Bidder promises and represents that it can and will comply that they cannot add any exclusions, markups, etc. to the subcontract agreement included in the bid docs under Document 01304 Sample Long Form Subcontract or any other contract document listed in the bid manual. Yes

Are you utilizing any DVBE subcontractors? No

Is bidder DVBE certified? No

By choosing "yes", the Bidder promises and represents that they have received notification and will comply with Addendums #1 and #2. Yes

By choosing "yes", the Bidder promises and represents that it can and will comply with the Project Labor Agreement (PLA) upon award. Yes

By choosing "yes", the Bidder promises and represents that it can and will comply with the Insurance Requirements for this project upon award. Yes

Is the bidder prequalified with Balfour Beatty Construction, LLC? Yes



### SCUSD Chavez-Kemble ES Inc. 1 - Portable Relocation

7495 29th Street, Sacramento, CA 95822, United States of America

By choosing "yes", the Bidder promises and represents that it can and will comply with the Front End and District Documents upon award. Yes

By choosing "yes", the Bidder promises and represents that it can and will comply with the Bid Package in its entirety; Exhibit B, B1, B2 and B3 upon award. Yes

Contractors License number? 588308

License Classification? C-10

DIR Registration number? 1000002789

EMR Rate? 0.80

By choosing "yes", the Bidder promises and represents that it can and will comply with this project utilizing LCP Tracker upon award. Yes

By choosing "yes", the Bidder promises and represents that it can and will comply with this project utilizing Textura (cost to subcontractor .22% of contract value, not to exceed \$5,000) upon award. Yes

#### Bond Information

Performance and Payment Bond Rate - only if total bid is over \$100,000 (Not to be included with bid price above) 1.25 %

#### Certifications

Do you represent a certified minority business? No

#### Attachments

 PROPOSAL - REV 1.pdf (270 KB)

# Bockmon & Woody ELECTRIC CO., INC.

1528 El Pinal Drive • P.O. Box 1018 • Stockton, CA 95201-1018  
PHONE: (209) 464-4878 • FAX: (209) 464-2615  
CA Lic. No. C10-588308 • DIR No. 100002789

\*\*\*\*\*IF PROPOSAL IS ACCEPTED IT WILL BECOME PART OF THE CONTRACT\*\*\*\*\*

\*\*\*\* Allow 2-4 weeks for Basic Electrical/lighting submittals\*\*\*\*

\*\*\*\*Bockmon & Woody Electric is a Union Contractor and affiliated with Electrical, Low Voltage Sound and Communications, Operators, Laborers\*\*\*\*

\*\*\*\*This proposal includes the Attached Insurance coverages. If additional coverage is required, there will be additional cost\*\*\*\*

\*\*\*\*Material Pricing is good for 30 days form the date on this proposal. To hold pricing please sign this proposal, provide PO/Contract so we can order materials\*\*\*\*

**FORCE MAJEURE:** for failure or delay to perform obligations under this agreement, which have become practicably impossible because of circumstances beyond the reasonable control of Bockmon & Woody Electric Co, Inc. (herein "Force Majeure Event"). A Force Majeure Event shall include, without limitation: natural disasters or acts of God; acts of terrorism; labor disputes or stoppages; war; government acts or orders; epidemics, pandemics or outbreak of communicable disease; public health emergency; quarantines; national or regional emergencies; or any other cause, whether similar in kind to the foregoing or otherwise, beyond the Bockmon & Woody Electric Co, Inc. reasonable control. Bockmon & Woody Electric Co, Inc. shall provide prompt notice to Contractor of any failure or delay in performance due to a Force Majeure Event. In the event of a Force Majeure Event, Bockmon & Woody Electric Co, Inc. shall be entitled to an equitable adjustment in the time of completion or contract requirements, and contract price, paid on actual costs basis.

**ESCALATION CLAUSE:** In the event of a significant delay or price increase of materials, equipment, or labor during the performance of the contract, through no fault of Bockmon & Woody Electric Co, Inc., Bockmon & Woody Electric Co, Inc. shall be entitled to an equitable adjustment in the time of completion, contract requirements, and the contract price, in an amount reasonably necessary to cover any such significant price increases. Where the delivery of materials or equipment is delayed, through no fault of Bockmon & Woody Electric Co, Inc., as a result of material shortage or unavailability, Bockmon & Woody Electric Co, Inc. shall not be liable for any additional costs or damages associated with such delay(s).

Date: 3/24/23  
Attn: Estimating Team  
Company: Belfour Beatty / Clark Sullivan  
Project: **Chavez-Kemble Elementary School Portable Classroom Relocation Interim Housing Increment #1**

**REV 1**

Ladies and Gentlemen:

Bockmon & Woody Electric Co., Proposes to bid on the references project as a subcontractor for the electrical portion of the work required under the general contract and any modifications.

Our Proposal is according to the provisions and terms of the contract documents. Our bid price will be per the Plans and Specifications, sales tax included.

The **specification sections** for the scope of work quoted by Bockmon & Woody Electric Co., Inc., are as follows:

- All of Division 26 Electrical
- All of Division 27 Communications
- All of Division 28 Electronic Safety and Security

Bockmon & Woody Electric Co., Inc., recognizes the following **Addendums**: #1, #2

**\*\*This bid proposal is good for 30 days. Contract Must be Received within 30 Days of date on this proposal for Pricing to be Valid. If contract is received after the date we will need to reprice\*\***

**\*\* Work to be completed on a reasonable schedule\*\***

**\*\*Subcontractor shall not be responsible for safety violations by others\*\***

**Scope of Work:**

- Provide Excavation, Backfill, Compaction, & Sand Bedding through Native Soils.
- Relocate existing “MSB” Panel to new location
- Relocate existing “IDF” Cabinet to new location
- F&I all underground and aboveground conduits, boxes, fittings, and elbows
- F&I all underground and aboveground wiring and terminations
- F&I power Receptacles per plans and specs.
- F&I grounding and make all grounding connections
- Install Owner Furnished Fire Alarm Devices & Panels and Reconnect Existing Devices & Provide functional testing
- F&I Communications systems
- Reconnect Existing Clock and Speaker Systems & Provide functional testing
- Keep Water Booster Pump Operational during construction
- Provide Temporary power for 2 construction Trailers
- Provide Battery operated Temp light in each portable
- Provide 2 Spider Boxes connected to Temp power panel
- Remove Existing Cameras before modular are relocated. After modules have been relocated reinstall cameras and connect
- Provide Site Visit during spring break of 2023 to evaluate existing low volt systems and power systems
- Coordinate with SMUD for Removal of old service and installation of new
- Pricing includes Overtime to commission and test systems as needed
- Replace broken J boxes on portables as needed
- O&M’s and As-Builts
- All Saw cut, Removal, and Patching is Excluded and by others
- All equipment pads and housekeeping pads are excluded and by others
- Trenching and backfill through Lime Treated Soils is Excluded. If required please request an Add alternate Cost from our estimating team
- See Additional exclusions below

<b>BASE BID</b>	<b>\$ 994,400.00</b>
<b>Temporary Power &amp; Lighting – Not to Exceed</b>	<b>\$ 25,000.00</b>
<b>Off haul Spoils (Estimated 100 CU yards)</b>	<b>\$ 7,500.00</b>
<b>Assistive Listening system (BUDGET)</b>	<b>\$ 20,000.00</b>
<b>ALTERNATE #1 – Deduct from BASE</b>	<b>-( \$30,000.00)</b>
<b>ALTERNATE #2 - Deduct from BASE</b>	<b>-( \$21,000.00)</b>

**Exclusions:**

1. Any Additional work that is not listed in this proposal
2. Cost of permits and or Fees (utility, Special Inspections)
3. Cost of payment and performance bonds. If Required add 1.25% to Bid
4. Storm Water Prevention Plan, Setup and maintenance
5. Trenching and Backfilling Through Lime treated Soils.
6. Electric Door Lock Hardware and Connections
7. Uninterruptible Power Supplies / UPS’s
8. All Concrete Housekeeping Pads and Structural pads
9. Excavation and backfill of Contaminated soils
10. Rock Removal, Blasting during Excavations

11. Hazardous materials Abatement / Asbestos Removal and testing for Asbestos/working around Hazardous Materials
12. Plywood Backboards
13. Cutting and patching of Walls, Ceilings, & Floors
14. Roof Penetrations and sealing of Roof Penetrations
15. Blocking for Lights, Plugs, etc.
16. Access Doors
17. Bollards
18. Ceiling Wires for supporting light fixtures/equipment in Acoustical ceilings
19. Cutting, removal, and Patching of Asphalt and Concrete
20. Repairing any damages done by others
21. Electric Motors
22. Fire Watch
23. HVAC Control Conduit & Wire
24. VFD's and Motor starters for HVAC equipment
25. Equipment curbs on roof for mechanical and electrical equipment
26. Painting of Conduits, Fittings, Enclosures, Walls, Ceilings, Etc.
27. Patching of Ceiling and Walls
28. Site Water
29. Special Freight
30. Special Pump Cables
31. Structural Engineering Surveying
32. Engineering seismic studies
33. Thermostats & Thermostat Wiring
34. Turf Repair
35. Landscaping, irrigation repair, tree removal, trimming or repairs to existing trees
36. Irrigation controllers and low Voltage Irrigation wiring
37. Traffic Control
38. Utility Fees & Coordination
39. Badge ID Fees, Drug Testing
40. Trash Removal
41. Temporary fencing and toilet

We appreciate the opportunity of offering our scope and proposal for your consideration.  
Should there be any questions, please feel free to contact us at your convenience.

Sincerely,

**Bockmon & Woody Electric Co., Inc.**

Armando Moreno

Estimator / Project manager

APPROVED BY: \_\_\_\_\_ DATE: \_\_\_\_\_



DATE (MM/DD/YYYY)  
2/27/2023

# CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0B50501  
Armstrong & Associates Insurance Services  
239 W Court St, Bldg A  
Woodland, CA 95695

CONTACT NAME:  
PHONE (A/C, No, Ext): (530) 668-2777  
E-MAIL ADDRESS:  
FAX (A/C, No): (530) 668-2779

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Zurich American Insurance Company	16535
INSURER B : Scottsdale Insurance Company	41297
INSURER C : Lloyds of London	
INSURER D : Travelers Property Casualty Co of America	25674
INSURER E :	
INSURER F :	

INSURED  
Bockmon & Woody Electric Co., Inc.  
1528 El Pinal Drive  
PO Box 1018  
Stockton, CA 95201

## COVERAGES CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		GLO110086806	3/1/2023	3/1/2024	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
						MED EXP (Any one person)	\$ 10,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		BAP110086906	3/1/2023	3/1/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$		XLS0123504	3/1/2023	3/1/2024	EACH OCCURRENCE	\$ 6,000,000
						AGGREGATE	\$ 6,000,000
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N	WC110086706	3/1/2023	3/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	\$ 1,000,000
						E.L. EACH ACCIDENT	\$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 3,000,000
C	<input checked="" type="checkbox"/> Prof/Poll Liability		B0621PBOCK000123	3/1/2023	3/1/2024	Each Claim/Aggregate	\$ 220,000
D	<input checked="" type="checkbox"/> Builders Risk / Inst		6601793N437	3/1/2023	3/1/2024	\$1,000 Ded / Limit	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Certificate Holder is shown Evidence of Insurance

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

### CERTIFICATE HOLDER

\*Proof of Coverage\*

AUTHORIZED REPRESENTATIVE  
*John Marshall*

Bid Proposal: Electrical, Communications, Electronic Safety & S...

Printed on Apr 2, 2023 at 7:56 PM PDT

## SCUSD Chavez-Kemble ES Inc. 1 - Portable Relocation

7495 29th Street, Sacramento, CA 95822, United States of America

Sent proposal: \$1,170,780

Submitted Mar 16, 2023 at 1:04 PM PDT

Hangtown Electric Inc.

11423 Sunrise Gold Cir, Suite 10, Rancho Cordova, CA 95742, USA

Brian Shiles | Chief Estimator | +1 916-859-0500 ext. 312 | bshiles@hangtownelectric.com

### Alternates

Alternate #1: In lieu of routing feeders to each building panel underground, route surface-mounted conduit (EMT) on the backside of the portable buildings at the locations shown. Provide conduit supports to meet the requirements of CEC 358.30(A).	\$19,120
Alternate #2: Salvage the existing conductors and re-use them for the new feeders to relocated buildings. Refer to the schedule.	-\$22,585

### Scope-Specific Information and Unit Costs

This bidder acknowledges that they are prequalified with the District?

Yes

### General Acknowledgments

Bidder acknowledges that Balfour Beatty- Clark/Sullivan, a Joint Venture is dependent on the bids to establish a GMP with the District/Owner and that Balfour Beatty is reasonably relying on the bids. Therefore, bidder promises that it will not withdraw or unilaterally alter its bid for a period of 90 days after the date set for the opening of the bids. Bidder also acknowledges that if it fails to honor any of the promises in its bid then it is foreseeable that Balfour Beatty will be injured, and therefore bidder will be responsible for any resulting damages to Balfour Beatty, including but not limited to covering the difference for Balfour Beatty to proceed with a different subcontractor.

Yes

By choosing "yes", the Bidder promises and represents that it can and will comply that they cannot add any exclusions, markups, etc. to the subcontract agreement included in the bid docs under Document 01304 Sample Long Form Subcontract or any other contract document listed in the bid manual.

Yes

Are you utilizing any DVBE subcontractors?

No

Is bidder DVBE certified?

No

By choosing "yes", the Bidder promises and represents that they have received notification and will comply with Addendums #1 and #2.

Yes

By choosing "yes", the Bidder promises and represents that it can and will comply with the Project Labor Agreement (PLA) upon award.

Yes

By choosing "yes", the Bidder promises and represents that it can and will comply with the Insurance Requirements for this project upon award.

Yes

Is the bidder prequalified with Balfour Beatty Construction, LLC?

No

**SCUSD Chavez-Kemble ES Inc. 1 - Portable Relocation**

7495 29th Street, Sacramento, CA 95822, United States of America

By choosing "yes", the Bidder promises and represents that it can and will comply with the Front End and District Documents upon award. Yes

By choosing "yes", the Bidder promises and represents that it can and will comply with the Bid Package in its entirety; Exhibit B, B1, B2 and B3 upon award. Yes

Contractors License number?

849839

License Classification?

C10

DIR Registration number?

1000000108

EMR Rate?

.82

By choosing "yes", the Bidder promises and represents that it can and will comply with this project utilizing LCP Tracker upon award. Yes

By choosing "yes", the Bidder promises and represents that it can and will comply with this project utilizing Textura (cost to subcontractor .22% of contract value, not to exceed \$5,000) upon award. Yes

**Bond Information**

Performance and Payment Bond Rate - only if total bid is over \$100,000 (Not to be included with bid price above)

1 %

**Certifications**

Do you represent a certified minority business?

Yes

**Additional Information**

**Notes**

# SCUSD Chavez-Kemble ES Inc. 1 - Portable Relocation

7495 29th Street, Sacramento, CA 95822, United States of America

Sent proposal: \$1,269,790

Submitted Mar 16, 2023 at 1:09 PM PDT

**Sac Valley Electric**

24 Blue Sky Ct, Sacramento, CA 95828, USA

Mike Escoto | Project Manager | +1916-302-7152 | mikee@sacvalleyelectric.com

## Alternates

Alternate #1: In lieu of routing feeders to each building panel underground, route surface-mounted conduit (EMT) on the backside of the portable buildings at the locations shown. Provide conduit supports to meet the requirements of CEC 358.30(A).	\$94,300
--	----------

Alternate #2: Salvage the existing conductors and re-use them for the new feeders to relocated buildings. Refer to the schedule.	-\$6,400
--	----------

## Scope-Specific Information and Unit Costs

This bidder acknowledges that they are prequalified with the District?

Yes

## General Acknowledgments

Bidder acknowledges that Balfour Beatty- Clark/Sullivan, a Joint Venture is dependent on the bids to establish a GMP with the District/Owner and that Balfour Beatty is reasonably relying on the bids. Therefore, bidder promises that it will not withdraw or unilaterally alter its bid for a period of 90 days after the date set for the opening of the bids. Bidder also acknowledges that if it fails to honor any of the promises in its bid then it is foreseeable that Balfour Beatty will be injured, and therefore bidder will be responsible for any resulting damages to Balfour Beatty, including but not limited to covering the difference for Balfour Beatty to proceed with a different subcontractor.

Yes

By choosing "yes", the Bidder promises and represents that it can and will comply that they cannot add any exclusions, markups, etc. to the subcontract agreement included in the bid docs under Document 01304 Sample Long Form Subcontract or any other contract document listed in the bid manual.

No

Are you utilizing any DVBE subcontractors?

Is bidder DVBE certified?

No

By choosing "yes", the Bidder promises and represents that they have received notification and will comply with Addendums #1 and #2.

No

By choosing "yes", the Bidder promises and represents that it can and will comply with the Project Labor Agreement (PLA) upon award.

Yes

By choosing "yes", the Bidder promises and represents that it can and will comply with the Insurance Requirements for this project upon award.

Yes

Is the bidder prequalified with Balfour Beatty Construction, LLC?

Yes

No



## SCUSD Chavez-Kemble ES Inc. 1 - Portable Relocation

7495 29th Street, Sacramento, CA 95822, United States of America

By choosing "yes", the Bidder promises and represents that it can and will comply with the Front End and District Documents upon award. Yes

By choosing "yes", the Bidder promises and represents that it can and will comply with the Bid Package in its entirety; Exhibit B, B1, B2 and B3 upon award. No

Contractors License number? 848435

License Classification? C10

DIR Registration number? 1000002156

EMR Rate? 1.36

By choosing "yes", the Bidder promises and represents that it can and will comply with this project utilizing LCP Tracker upon award. Yes

By choosing "yes", the Bidder promises and represents that it can and will comply with this project utilizing Textura (cost to subcontractor .22% of contract value, not to exceed \$5,000) upon award. Yes

### Bond Information

Performance and Payment Bond Rate - only if total bid is over \$100,000 (Not to be included with bid price above) 110 %

### Certifications

Do you represent a certified minority business? No

### Attachments

 Proposal Kemble Chavez 3-1... (69 KB)

# Sac Valley ELECTRIC Inc.

CA Contractor's Lic. # 848435

March 16, 2023

ATTN: Joe Hucik

Balfour Beatty

Project: Chavez Kemble Portable Relocation

Thank you for the opportunity to propose on the electrical construction of the subject project. We have examined the plans and specifications and are familiar with this type of work and their requirements. This proposal includes furnishing all labor, tools, equipment rental, transportation and miscellaneous items to perform all electrical work.

**Contract Documents: We note E sheets E000-E500. We note Addendums #1 through #2.**

Base Proposal Amount

Alt 1 Mount EMT Conduit On Building ( Add ) \$ 1,269,790.00

Alt 2 Salvage Existing Conductors And Reuse ( Deduct ) \$ 94,300.00

\$ - 6,400.00

## General Conditions

- All applicable taxes are included in our submission.
- The contractor shall not be held liable for errors or omissions in designs by others.
- A formal contract must not deviate from the conditions of this letter without our permission.
- This proposal price is good for **90** days from the above date.
- **Unless specifically mentioned in this proposal, all labor is based on a standard M-F, 40-hour work week.**
- Bond Rate: .85%
- DIR #1000002156.
- Skilled and trained workforce.
- Signatory to Local 340

## Inclusions

- Prevailing wage package.
- Furnish and install the fire alarm system added components.
- Furnish and install voice data wiring.
- Furnish and install security system components.

**Page 2**

**Chavez Kemble Portables**

- Furnish and install clock speakers.
- Furnish and install site conduit system with pullboxes.
- Furnish and install building wall pack light fixtures.
- Furnish and install voice data wiring.
- Furnish trenching and backfill.
- Provide demolition services.

**Exclusions**

- Permits, bonds or any fees.
- Asphalt and concrete sawcutting, patch back and demolition.
- Hazardous material removal which includes asbestos, lead, mercury or other hazardous materials, working in, installing or wearing respirators or protective suits in areas that are deemed hazardous. We exclude any additional layout and coordination time caused by the remediation process and the installation of conduit supports in areas with lead paint.
- Concrete pads, housekeeping pads and conduit curbs not listed in inclusions.
- SWPPP'S requirements.
- Extra costs from increasing tariffs and product shortage due to supply chain issues.
- Switchgear coordination study.
- BIM Modeling.
- Painting.
- Furnishing, relocating and installation of network hardware including network switches, routers, and UPS system.
- **Bond fee.**

We appreciate the opportunity to be a member of your construction team. If you have any questions, or require additional information, do not hesitate to contact the undersigned.

Sincerely,

Sac Valley Electric Inc.  
Mike Escoto  
916-922-1139 Office  
916-302-7152 Cellular





9 March 2023

John Koch, CMIT  
Assistant Project Manager | Balfour Beatty  
C: 209 712 1394  
E: jkoch@balfourbeattyus.com | www.balfourbeattyus.com  
400 Capitol Mall, Ste. 900, Sacramento, CA 95814

**PROPOSAL: SCUSD – Kemble-Chaves Elementary School, Sacramento, CA - QSD and QSP Services**

Thank you for considering HydroCompliance (HC), for your storm water compliance needs. HC personnel include a Registered Civil Engineer, a Construction General Permit Qualified Trainer of Record, Certified Professionals in Erosion and Sediment Control, and Certified Erosion, Sediment, and Storm Water Inspectors that are Qualified SWPPP Developers (QSD) and Qualified SWPPP Practitioners (QSP).

HydroCompliance offers the following services:

1. Prepare a **Risk Level 2** Storm Water Pollution Prevention Plan (SWPPP) in compliance with ***“Order No. 2009-0009-DWQ, National Pollutant Discharge Elimination System General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities”*** (CGP) as amended in 2010 and 2012. HydroCompliance will require a CAD file and a completed Project Information Sheet prior to preparing the SWPPP. It is assumed that complete site development and existing topo drawings will be provided, and that information, in combination with other sources including Google Earth, soils reports, and other studies, will be adequate for the preparation of the SWPPP.
2. Prepare the Notice of Intent (NOI) and upload the SWPPP to the State’s online Stormwater Multi-Application Report Tracking System (SMARTS). The Legally Responsible Person (LRP) is required to set up a SMARTS account and will be required to certify the NOI.
3. HydroCompliance proposes to provide QSP services to include Quarterly Non-Stormwater Inspections, Weekly Inspections, Weather Monitoring, Rain Event Action Plans (REAPs), Pre-storm Inspections, Inspections each 24 hours during extended storm events, Post Storm Inspections, Sampling and Data Assembly with upload to SMARTS, Annual Reports, Notice of Termination, 5 hours per year of professional representation should the need arise (meeting with the RWQCB, contractor training, etc.), SWPPP Amendments, and Changes of Information as required for Risk Level 2 projects having coverage under ***“Order No. 2009-0009-DWQ, National Pollutant Discharge Elimination System General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities”*** (CGP) at an all-inclusive monthly rate. A brief meeting will occur during each inspection should the superintendent be available, and inspection reports will be emailed to the superintendent for printing and inclusion in the SWPPP Inspection Binder.

HydroCompliance is responsible for inspection and reporting, and will not be held responsible should the Owner, Contractor, or its chosen subcontractors not implement corrective actions or address concerns supplied in the reports prepared by HydroCompliance. This proposal assumes typical Monday thru Friday workdays and hours and that no work will occur on Federal Holidays.

Please note that the Construction General Permit is well past due for a new release. At the time of such release, the rates contained within this proposal may be modified depending on any reduction or increase in inspection and monitoring requirements based on the newly released CGP.

SCOPE OF WORK		
Task 1	Risk Level 2 – SWPPP .....	\$ 2,500
Task 2	Prepare Notice of Intent and upload to SMARTS .....	\$ Included
Task 3	Risk Level 2 – Monthly QSP Services .....	\$ 1,700 / month

HC will provide any additional services within their ability according to HC's current Schedule of Rates and Charges.

The following are specifically excluded: State, Federal, and local fees and fines; BMP installation; local agency requirements; sample collection, transport, and analysis other than pH and turbidity; sediment basin design (if required); and ATS design and operation.

We are looking forward to working with you!

Sincerely,



Peter K. Thorne, President

Accepted

**Task 1 \$2500 + Task 3 \$1700 \* (4 Mos) = \$9,300**



SBE # 1287060



Project Management · Civil/Structural Engineering · Urban Design  
Land Planning · Entitlements · Right-of-Way/Permitting  
Surveying · Construction Staking · Graphics

NC23068

March 30, 2023

# CONSTRUCTION SURVEYING PROPOSAL

## KEMBLE-CHAVEZ ELEMENTARY SCHOOL – INC 1 PORTABLES RELOCATION

Sacramento, CA  
Bid Date: 3/30/2023  
DIR#: 1000007281

Contact: Chris Kordazakis – Chief Estimator – 866.526.4214 – [chrisk@mve.net](mailto:chrisk@mve.net)

MVE, INC. IS PLEASED TO PROVIDE THE FOLLOWING PROPOSAL FOR CONSTRUCTION SURVEYING SERVICES:

**TOTAL/T&M TOTAL \$0.00**

### SCOPE OF WORK:

#### FIELD TIME

- 1) Site Control:** Establish onsite horizontal and vertical control points. Points will be based on engineer-provided project control (to include Northings, Eastings, Elevation & Description) and protected by contractor for the life of the project. If elevations need to be brought in or control needs to be re-established it will be considered extra work.
- 2) Demolition Limits for Sawcut Lines of Concrete and AC Pavement Demolition:** Provide one (1) stake at 200' intervals, including beginning, end and angle points.
- 3) Rough Grade: PORTABLE BUILDING PADS** – Provide 10' by 10' offset stakes for each building envelope corner. Provide one (1) stake at 100' intervals around building perimeter. **NOTE:** Price assumes that contractor to utilize machine control grading, therefore, no site grading included.
- 4) Storm Drain:** Provide one (1) stake at 50' intervals to horizontal centerline of pipes (6" and larger). Two (2) off-set stakes will be provided for junction structures, drain inlets, outfalls and manholes.
- 5) Sanitary Sewer:** Provide one (1) stake at 50' intervals to horizontal centerline of pipes (6" and larger). Additional stakes will be provided for each manhole and cleanout.
- 6) Water (Domestic & Fire):** Provide one (1) stake at 100' intervals to horizontal centerline of pipes. Additional stakes will be provided for each lateral and fire hydrant. **NOTE:** Water line grades are excluded. Water line stakes will have hub elevations for reference.
- 7) Pad Certification:** Survey corners and center of finished pad/grade location and elevation. Prepare exhibit map and Certification Letter. Performed at time of each building layout. (If a grid of finished pad needs to be done, work will be provided on T&M basis.)
- 8) Portables Building Envelope:** Provide 5' by 5' offset stakes for building envelope corner.
- 9) Shade Structures:** Provide one (1) offset stake for each footing.

**mid-valley engineering**

1117 L Street, Modesto, CA 95354 · 866.526.4214 · 866.932.9683 fax · [www.mve.net](http://www.mve.net)  
CALIFORNIA · NEVADA · OREGON

**NC23068 – KEMBLE-CHAVEZ ELEMENTARY SCHOOL – INC 1 PORTABLES RELOCATION – CONSTRUCTION SURVEYING PROPOSAL**  
March 30, 2023

**10) Concrete Curbs & Walks:** Provide one (1) stake at 50' intervals and all grade breaks, radius points, beginning and end of curves.

**11) Fencing:** Provide one (1) stake at 200' intervals, including beginning, end, angle points and center-point of any gates.

**TOTAL**

**\$21,515.00**  
**(13 Total Site Visits)**

**OFFICE TIME**

**12) Office Calculations:** Project Management, coordination, scheduling, meetings, project calculations and setup of CAD files and staking requests. Line item will be billed at MVE's current rate schedule (see below).

**ESTIMATED TOTAL NOT TO EXCEED WITHOUT PRIOR WRITTEN AUTHORIZATION**

**13) ADD ALTERNATE – Rough Grade:** If stakeless rough grading (i.e. machine control grading) is not utilized, MVE to provide staking per our daily rate or a price can be included upon request.

**\$4,160.00**

**DAILY RATE**

**DAILY RATE**

**Total \$25,675**

**Notes:**

1. Acceptance of this proposal is acceptance of the Scope of Work listed above (and the understanding that the work to be performed is limited to that specific Scope of Work) and the Notes and Exclusions listed below. All services within this Scope of Work include performing the work once. Additional staking, re-staking and interval changes are all considered extra work
2. MVE requires that no retention be withheld.
3. This proposal does not include an allowance for re-staking. All re-staking will be considered an extra work.
4. Contractor must provide the following to MVE ten (10) working days prior to MVE being onsite: a complete and current plan set, specifications, design changes and RFI clarifications in PDF format, and an electronic CAD file which includes the Horizontal and Vertical Survey Control (if CAD files are unusable or noted to be "for reference only", then a 15% markup of the total contract value will be charged for overhead and lost productivity). All revisions must be provided in CAD format. MVE assumes no responsibility for errors in or resulting from the provided data.
5. Cuts and/or fills will be provided to design grades as shown on the field ready plans provided by Contractor.
6. All Staking Requests must be received by MVE's designated Project Manager three (3) working days prior to the work being scheduled. Any request submitted after 12:00 pm will be considered as being received the following work day. If any changes or revisions are made to the CAD files, plans or staking request form within the three (3) working days prior to being onsite, an additional two (2) workdays will be added for additional calculations and/or revisions.
7. This proposal includes no more than thirteen (13) site visits. Additional site visits required for the Scope of Work listed above will be billed at \$1,655.00 each for a 1-man survey crew. A site visit is defined as a minimum of four (4) hours and a maximum of eight (8) hours; any time below four (4) hours will be counted as one-half (0.5) a site visit. Office time will be billed at time and materials, based upon MVE Inc's current rate schedule.
8. Extra work must be acknowledged and agreed to in writing prior to the extra work being completed. MVE will notify Contractor if any work requested is out of scope and is therefore extra work. If MVE performs extra work and notifies Contractor, Contractor has ten (10) days to dispute the extra work. If Contractor does not dispute the extra work within the ten (10) days, Contractor forfeits the right to do so and will pay MVE for the extra work in accordance with Note #6 listed above.
9. If Contractor suspects that MVE's work is in error, Contractor must notify MVE in writing within forty-eight (48) hours of discovery and allow MVE reasonable time to investigate/verify the work in question prior to any rework being done. If Contractor does not notify MVE as specified, MVE will not be held responsible for any costs incurred for the rework, and delays or liquidated damages.
10. Contractor shall make payments to MVE within thirty (30) days after receipt of MVE's monthly invoices. If payments are not made to MVE within the thirty (30) days after receipt of invoice, MVE reserves the right to charge 1.5% interest per month until payment has been received. If payments are not made to MVE within forty-five (45) days after receipt of invoice, MVE reserves the right to stop work. If MVE stops work because of non-payment, MVE will not be held responsible for any damages, delays or any other costs incurred.
11. Client agrees to limit the liability of consultant, its principals and employees, to client and to all contractors and subcontractors on the project, for any claim or action arising in tort or contract, including attorneys' fees and costs and expert witness fees and costs, to the sum of \$50,000 or consultant's fee, whichever is greater. However, if consultant's fee exceeds \$250,000, liability to client and to all contractors and subcontractors, including attorneys' fees and costs and expert witness fees and costs, shall not exceed \$250,000.
12. This bid does not account for any overtime, night, holiday or weekend work performed on this project. Time and one-half (1.5x) shall be charged for all work performed after eight (8) hours, Monday through Friday. Work performed in excess of twelve (12) hours, Monday

**mid-valley engineering**

1117 L Street, Modesto, CA 95354 • P (866) 526-4214 • F (866) 932-9683 • www.mve.net  
Northern California + Southern California + Nevada



**NC23068 – KEMBLE-CHAVEZ ELEMENTARY SCHOOL – INC 1 PORTABLES RELOCATION – CONSTRUCTION SURVEYING PROPOSAL**

March 30, 2023

through Friday, shall be paid at double (2x) time. The first twelve (12) hours of work performed on Saturday shall be paid at time and one-half (1.5x) and all additional hours thereafter at double (2x) time. Sunday shall be paid at double (2x) time and Holidays at triple (3x) time.

13. If MVE survey crews are unable to perform survey services at the time requested due to the site not being ready or a scheduling conflict with other trades, the Contractor is responsible to pay for the site visit in accordance with Note #6.
14. Exclusions: Additional Floor Gridlines, Agency Fees & Permits, Anchor Bolts/Plates, As-Builts, AutoCAD Re-creation, Blue Tops, Bollards, Boundary Survey, Digital Terrain Models, EV Chargers, Electrical, Final Property Survey, Gas Lines, Irrigation, Joint Trench Mainline, Landscaping, Landscape/Walkway Lights, Pull Boxes, Monumentation, Potholes, Quantity Surveys, Record Drawings, Record of Survey, Sidewalks, Site Balance, Survey Monitoring & Traffic Control
15. Proposal is effective for 90 days and will be subject to review thereafter.

Thank you for considering MVE. If there are additional scope items, or clarification of any of the above, please call or email Chris Kordazakis, Chief Estimator, at (209) 526-4214 or [chrisk@mve.net](mailto:chrisk@mve.net).

## Hucik, Joe

---

**From:** Hucik, Joe  
**Sent:** Wednesday, March 29, 2023 8:55 AM  
**To:** seth nisbet  
**Cc:** Sly, Jim  
**Subject:** RE: Note 6 on 1CP101 - Graded Surfaces Stabilization

Thank you Seth – we will exclude costs for hydroseed, visqueen, or dust palliative/tackifier at graded surfaces. We will include standard SWPPP protection and maintenance in reference to construction operations and erosion control plan. Appreciate the quick response.

Thanks,

### Joe Hucik, Assoc. DBIA

Senior Project Manager | Balfour Beatty  
O: (916) 760-0805 | C: (916) 220-9391  
E: jhucik@balfourbeattyus.com | www.balfourbeattyus.com

### Balfour Beatty

SACRAMENTO BUSINESS JOURNAL



2022 **BEST PLACES TO WORK**

**From:** seth nisbet <Seth@wceinc.com>  
**Sent:** Wednesday, March 29, 2023 8:47 AM  
**To:** Hucik, Joe <JHucik@Balfourbeattyus.com>  
**Cc:** Sly, Jim <JSly@Balfourbeattyus.com>  
**Subject:** RE: Note 6 on 1CP101 - Graded Surfaces Stabilization

#### External Email

Hi Joe,

Active construction areas would not need to be stabilized, no. You are correct that if the project rolls directly into Increment 2, this stabilization would not be needed. These would only apply to areas that are to sit inactive for a period. I probably could have added a line that said something like:

5. Areas to remain active during construction periods need not be stabilized in accordance with the above, however, contractor shall comply with the SWPPP for required protections, including but not limited to, perimeter wattles, silt fences, inlet protection, spill prevention, storage pile coverings, etc.

Thanks,

### Seth Nisbet

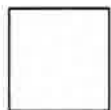
Warren Consulting Engineers, Inc.  
1117 Windfield Way, Suite 110  
El Dorado Hills, CA 95762

(916) 985-1870 Office  
(530) 417-3248 Cell

**From:** Hucik, Joe <[JHucik@Balfourbeattyus.com](mailto:JHucik@Balfourbeattyus.com)>  
**Sent:** Wednesday, March 29, 2023 8:28 AM  
**To:** seth nisbet <[Seth@wceinc.com](mailto:Seth@wceinc.com)>  
**Cc:** Sly, Jim <[JSly@Balfourbeattyus.com](mailto:JSly@Balfourbeattyus.com)>  
**Subject:** Note 6 on 1CP101 - Graded Surfaces Stabilization

Good morning Seth –

Please give me a call at your earliest opportunity regarding note 6 on the 1CP101 Paving Plan. Understanding this is a Type 2 SWPPP Permit, looking for feedback on the most efficient option to address the below (hydroseed, visqueen, or dust palliative/tackifier), since the project will be moving immediately into INC 02. I have pricing for all 3 options, but would like to discuss as we finalize our bid leveling for INC 01. My cell is 916-220-9391. Thanks



⑥ TYPE 6 SURFACING

STABILIZE ALL GRADED SURFACES WITH ONE OF THE FOLLOWING:

1. HYDROSEED ACCORDANCE WITH SECTION 31 25 00 IN AREAS TO BE UNDISTURBED FOR LONGER DURATIONS.
2. COVERING WITH 20 MIL MINIMUM PLASTIC SHEETING IN AREAS TO BE SUBJECT TO IMMEDIATE RAINFALL.
3. MAINTAINED EXISTING NATIVE VEGETATION (MANUAL WATERING WILL BE REQUIRED FOLLOWING DEMOLITION OF IRRIGATION SYSTEMS.
4. ACTIVE CONSTRUCTION TRAFFIC LANES MAY BE PAVED WITH 8" OF COMPACTED CLASS II AB OVER SCARIFIED AND COMPACTED SUBGRADE IN ACCORDANCE WITH SECTION 31 00 00.

Thanks,

**Joe Hucik, Assoc. DBIA**

Senior Project Manager | Balfour Beatty

O: (916) 760-0805 | C: (916) 220-9391

E: [jhucik@balfourbeattyus.com](mailto:jhucik@balfourbeattyus.com) | [www.balfourbeattyus.com](http://www.balfourbeattyus.com)

**Balfour Beatty**

SACRAMENTO BUSINESS JOURNAL



2022 BEST PLACES TO WORK

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O.C. Jones & Sons, Inc.  
General Engineering Contractor  
www.ocjones.com

March 28, 2023

**Cost Proposal Revision No. 03**

Attn: Joe Hucik

Estimator

Balfour Beatty Construction, LLC

Re: SCUSD Chavez-Kemble ES Inc. 1 - Portable Relocation, Sacramento, CA

O.C. Jones & Sons, Inc. (OCJ) proposes the following cost proposal to furnish labor, equipment, and materials for work on the above referenced project. Our proposal is based on the current specifications and civil plans only, dated February 6, 2023, by Lionskins

~~Addendums Reviewed: 1-2~~

**Base Scope of Work Lump Sum Cost - \$461,785.00 – See attached breakdown.**

1. Removal of asphalt pavement only.
2. Removal of trees and vegetation.
3. Installation of 2 construction entrances, excludes rumble plates if needed.
4. Protection of 6 existing trees.
5. Earthwork includes cut/fill, compaction, grading, completing subgrade and off-hauling 1,405 CY of clean soil. Includes fine grading parking lot, portable trailer pads, sidewalk, fields, and landscaping.
6. Complete excavation of pits and backfill in order to relocate portable trailers.
7. Place soil sterilant underneath asphalt pavement areas.
8. Furnish and place recycled Class 2 aggregate base (utilizing pulverized existing asphalt and base rock from existing playground see Clarifications below) for the following areas as follows:
  - 9" of AB underneath Type 1 pavement areas.
  - 6" of AB underneath Type 2 pavement areas.
  - 4" of AB underneath Type 4 pavement areas.
  - 8" of AB underneath Type 5 pavement areas.
9. Furnish & place ½" Type A HMA PG 64-10 asphalt concrete per Caltrans Standards with 15% RAP completed as follows:
  - 3.5" of asphalt concrete for Type 1 pavement areas.
  - 3" of asphalt concrete for Type 2 pavement areas.
10. Complete AC Curb per detail No. 18 Sheet 1CS501.
11. Complete striping, wheel stops, and parking signs.

**Allowance/Optional bid Item: (Note Optional Bid Item(s) must be included with Base Bid)**

- **Alternate No. 01 – Install and Maintain SWPPP BMPS**  
**Lump Sum Price - \$ 30,500.00**
  1. Install fiber rolls, sediment traps, inlet drainage protection, and check dams per Sheet 1CK101.

1520 Fourth Street, Berkeley, California 94710-1774 Phone: (510)526-3424

FAX: Estimating – (510) 526-0990 License Number 759729

AN EQUAL OPPORTUNITY EMPLOYER

2. Excludes concrete washout, contractor storage area, SWPPP plan or monitoring, hydroseeding, visqueen, and removal of SWPPP BMPS.
3. Price based on 1 mobilization.

**• ~~Alternate No. 02A –Hydroseed Areas per Sheet 1CP101 – Paving Legend Note 6  
Lump Sum Price - \$ 11,500.00~~**

1. ~~Apply hydroseed to areas indicated per Note 6 on Sheet 1CP101, seed mix per Contract Specification Section 31 25 00.~~
2. ~~Excludes maintenance, removal, as well as visqueen.~~
3. ~~Price based on 1 mobilization.~~

**• ~~Alternate No. 02B –Furnish and Install 20 mil Visqueen Sheet 1CP101 – Paving Legend Note 6 - Lump Sum Price - \$ 98,700.00~~**

1. ~~Install 20 mil visqueen and sandbags every 6ft on center to areas indicated per Note 6 on Sheet 1CP101.~~
2. ~~Excludes maintenance, removal, hydroseeding.~~
3. ~~Price based on 1 mobilization.~~

**• ~~Alternate No. 02C –Place dust palliative 1CP101 – Paving Legend Note 6  
Lump Sum Price - \$7,600.00~~**

1. ~~In-lieu of hydroseeding or placing visqueen per the 2 alternate items above, O.C> Jones proposes to place a dust palliative (tackifier) for the Note 6 area.~~
2. ~~Excludes maintenance, removal, visqueen, hydroseeding~~
3. ~~Price based on 1 mobilization.~~

**• Option No. 01 – Off-haul Utility and Footing Spoils:  
Price per Load \$ 300.00**

1. Off-haul spoils generated by others, approximately 1,200 CY.
2. O.C. Jones shall loadout all spoils from one stockpile located onsite.
3. Price to off-haul is based on the soil being clean.
4. Includes sweeping & dust control during off-haul operations.
5. Excludes analytical testing, loading out of multiple stockpiles, disposal of hazardous soil.
6. Price based on 1 mobilization.

**Carried additional offhaul number on  
Electrical BP for 250 CY**

**• Option No. 02 – Complete Demolition:  
Price per Load \$ 339,700.00**

1. Removal of concrete sidewalk, concrete curb, asphalt pavement for trash enclosure, shade structures & footings, flagpole, bollards, fencing & gates, tether ball posts, container, and metal railing.
2. Removal of all utilities and manholes & inlets less than 5 ft in depth.
3. Sawcutting for our scope of work.
4. Salvage basketball posts and rims.
5. Removal of asphalt pavement for electrical trench patching.
6. Excludes light poles removals, safe-off of utilities, asbestos or lead abatement, removal of transite pipe.

7. Removal of portable trailers or their foundations, relocation of trailers, removal of flooring within trailers, and removal of ramps leading up to all portable trailers.
8. Price based on 1 mobilization.

• **Option No. 03 – Seal Coat Asphalt Pavement: Lump Sum \$9,500.00**

1. Seal Coat (2 coats) approximately 8,700 SF.
1. This shall be complete after paving and no one will be allowed on the asphalt pavement from when paving is completed until the 2<sup>nd</sup> coat has dried.
2. Price based on 1 mobilization.

• **Option No. 04 – Purchase/Furnish Class 2 AB: Lump Sum \$ 79,400.00**

1. In-lieu of pulverizing the playground asphalt and reutilizing as Class 2 Ab on-site as per our base scope of work. O.C. Jones shall off-haul the existing playground asphalt and base rock from the site and furnish & place recycled Class 2 AB meeting project specifications for items indicated under Base Scope of Work Line-Item No. 8 per this proposal.
2. This cost is in addition to our Class 2 AB item scope of work.

**Clarifications:**

1. O.C. Jones above pricing is for budgeting purposes only, O.C. Jones will provide final pricing once approved drawings and specifications are provided.
2. O.C. Jones pricing is based on completing the above-mentioned work only. Any additional work shall be negotiated separately. Rental work per OCJ rental rates.
3. The inclusions, exclusions, and conditions in this letter shall be made part of any subsequent contract.
4. All above work shall be completed in standard 8 hours M-F – 7:30 a.m. to 4:00 p.m. as noted on plans.
5. Mobilization shall be completed as follows:
  - Remove asphalt pavement – 1 mobilization.
  - Earthwork, rough grade, finegrade and place Class 2 AB one per each phase of work – 2 mobilizations.
  - Soil sterilant or asphalt paving – 1 mobilization.
  - Striping – 1 mobilization.
6. No phasing of the work. Price based on continuous operation for that mobilization. Any phasing or piecemealing of the work would be at added cost to be negotiated separately.
7. Asphalt concrete is subject to escalation and is based on **\$730/TN Oil (Liquid Asphalt)**. Add \$0.60 per ton for every \$10.00 increase on oil at the Rack over **\$730**. There is **200** Tons of Asphalt Concrete on this project which may be subject to escalation.
8. All pricing is good until the end of 2023, except as noted in No. 07 above.
9. Finegrading, base rock, and paving will be completed without any overhead obstructions.
10. Our bid assumes metered construction water will be available from the closest city/ municipal utility hydrant. Or bid does not include the cost to haul water from alternative sources due to drought conditions. (i.e., recycled water from a water or treatment plant).

11. All soil on-site is assumed to be acceptable to be utilized as engineered fill. Should the geo-technician state the soil is not suitable, OCJ will negotiate to off-soil and import engineered fill.
12. Analytical soil testing by prime contractor will need to be conducted prior to off-haul of soil to ensure that O.C. Jones' soil dump site can accept the soil. Our price is based on the soil being clean.
13. Off-haul may be delayed if dump or project site is non-accessible due to rain or wet conditions.
14. O.C. Jones shall pulverize the existing playground asphalt pavement with the existing aggregate base rock underneath and stockpile to utilize as recycled AB for underneath portables, asphalt pavement, and sidewalk areas since these are all temporary. This will be completed during the initial mobilization to the site.
15. All clarifications and exclusions apply to both base bid and optional items above.

**Exclusions:**

1. CCIP participation.
2. Working in wet conditions or if soil is over optimum due to weather.
3. Notching curbs.
4. Redwood header.
5. Demolition of concrete, portables, , removal of manmade buried objects or trash, screening of soil containing these items, tanks, utility removal, striping removal, and well abandonment.
6. Removal of transite pipe.
7. Sawcutting, removal of asphalt pavement for electrical lines.
8. Bioswales – Finegrading bioswales, class 2 permeable rock, visqueen, filter fabric, perforated pipe, and bioswale mix.
9. River/Cobble rock, boulders, bark, mulch, pavers or sand bedding, decomposed granite, redwood headers or steel edges, root barrier, filter fabric/geotextiles, or items indicated on the landscape plans.
10. Termite control.
11. Bike racks, bollards, monument sign, signage, backstops, basketball poles and hoops, playground equipment, site furnishings, and railing.
12. Design of SWPPP Plan, SWPPP, Erosion Control Measures.
13. Steel rumble plates, dust control (except for our operations), truck wash station, hydroseeding, and erosion control.
14. Tree or utility pole removals, tree trimming, rooting pruning, or tree protection.
15. Temporary fencing, traffic control except for our scope of work offsite, k-rail, traffic control plans, temporary barricades, or tree protection.
16. Structure excavation or backfill for footings or walls, seat walls, and excavation of foundations for any playground equipment which includes basketball and tether poles.
17. Shoring, waterproofing, dewatering, and soil stabilization.
18. Underground removal, relocation, abandonment, or temporary lines.
19. Utility Work, patch paving, trenches, or raising utility covers to grade.
20. Wheel stops, grease trap inceptor, concrete, electrical, temporary striping, pavers, landscaping, and fencing.
21. Builders Risk Insurance, Bond, Permits, Testing Fees, and Fees. Bond Rate 0.8%.

March 28, 2023

22. Engineering, air monitoring, guard service, testing, QC/QA, and inspection.
23. Survey, staking, or layout.
24. Handling or off-haul of any hazardous, contaminated, or asbestos laden fill.
25. Off haul strippings.
26. Import, topsoil, or off-haul of any spoils/fills generated by others.
27. Prime coat, crack treatment, paving fabric, seal coat, fog seal, or slurry seal.
28. Overtime or weekend work.

If you have any questions regarding our bid proposal or pricing, please contact me in our Berkeley Office at (510) 809-3498 or via e-mail at [dgalicz@ocjones.com](mailto:dgalicz@ocjones.com).

Respectfully,



Donat Galicz

Estimator

O.C. Jones & Sons, Inc.



## Hucik, Joe

---

**From:** Donat Galicz <dgalicz@ocjones.com>  
**Sent:** Monday, April 17, 2023 11:32 AM  
**To:** Hucik, Joe  
**Cc:** Koch, John; Machado, Bill; Michael Flores  
**Subject:** RE: OC Jones - INC 01 SCUSD Chavez-Kemble

External Email

Joe,

See my comments below. Please note we have no long lead items for this project.

*Donat Galicz*

Estimator



1520 Fourth Street | Berkeley, CA 94710 | [www.ocjones.com](http://www.ocjones.com)  
Office: 510-526-3424 | Direct Line 510-809-3498 | Mobile: 562-922-4150 | Fax: 510-526-0990

---

**From:** Hucik, Joe <JHucik@Balfourbeattyus.com>  
**Sent:** Thursday, April 13, 2023 10:24 AM  
**To:** Donat Galicz <dgalicz@ocjones.com>  
**Cc:** Koch, John <jkoch@Balfourbeattyus.com>; Machado, Bill <bmachado@Balfourbeattyus.com>; Michael Flores <mflores@clarksullivan.com>  
**Subject:** OC Jones - INC 01 SCUSD Chavez-Kemble

Donat,

We have presented our INC 01 GMP listing your firm for award for the 31.20: Earthwork, Asphalt scope of work. We are making minor revisions to the INC 01 GMP where the District will formally issue for approval on the 5/18/23 Board Agenda, some of which are pending a response to below questions/comments regarding your bid proposal. Upon approval of the INC 01 GMP, we will be in a position to fully execute your subcontract agreement beginning as early as 5/19/23 or whenever formal approval by the District is formally issued.

With INC 01 construction beginning the week of 6/19/23, we have the ability to amend our Precon Agreement for long lead materials and equipment at the 5/4/23 Board Meeting. Please advise if OC Jones would need to purchase any new materials earlier than 5/19/23 in order to satisfy the Bid Schedule for INC 01, please factor in the time for submittal creation and approval prior to materials being released in any scenario. **If there are items your firm will need to purchase early in order to satisfy the INC 01 schedule, please provide the break out cost for early procurement, submittals, etc. by 4/14/23 at 10am.** We will then compile and issue to client on 4/14/23 end of business for inclusion on the 5/4/23 Board Agenda.

Additionally, the District had the below questions/comments as it relates to your proposal. Please reply at your earliest opportunity:

- Confirm that the \$79,000 cost to import new AB is in fact new AB and not recycled AB to comply with Safe Schools standards. Our supplier quoted recycled Class 2 AB as indicated and allowed per Caltrans Standards Section 26 for Class II AB, which is noted page of Section 32 12 00. I did contact my supplier and got a quote for virgin which would add an additional \$10,200.00 in cost, revising the AB number to a total cost of \$89,200.00 in lieu of \$79,000.00.
- Confirm OC Jones has included subgrade and compaction for all new concrete in base bid proposal. We have subgrade compaction, as well as furnishing and placing Class 2 AB for all new concrete areas.

Thanks,

**Joe Hucik, Assoc. DBIA**

Senior Project Manager | Balfour Beatty

O: (916) 760-0805 | C: (916) 220-9391

E: jhucik@balfourbeattyus.com | www.balfourbeattyus.com

Revised AB Number for clean virgin material

**Balfour Beatty**

SACRAMENTO BUSINESS JOURNAL



2022 **BEST PLACES TO WORK**

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## Hucik, Joe

---

**From:** Donat Galicz <dgalicz@ocjones.com>  
**Sent:** Friday, March 24, 2023 2:21 PM  
**To:** Koch, John  
**Cc:** Hucik, Joe; Lee, Jeffrey  
**Subject:** RE: Kemble/Chavez Post Bid Interview

### External Email

Thanks gentlemen.

Stormwater stamp (was not too clear on the detail what type) - 2 coat standard waterborne traffic paint \$225.00 each  
Excludes steel plaque or stamping in concrete.

*Donat Galicz*  
Estimator



**\$225 for a total of 5 locations = \$1,125**

1520 Fourth Street | Berkeley, CA 94710 | [www.ocjones.com](http://www.ocjones.com)  
Office: 510-526-3424 | Direct Line 510-809-3498 | Mobile: 562-922-4150 | Fax: 510-526-0990

**From:** Koch, John <jkoch@Balfourbeattyus.com>  
**Sent:** Friday, March 24, 2023 1:16 PM  
**To:** Donat Galicz <dgalicz@ocjones.com>  
**Cc:** Hucik, Joe <JHucik@Balfourbeattyus.com>; Lee, Jeffrey <JeffLee@Balfourbeattyus.com>  
**Subject:** Kemble/Chavez Post Bid Interview

Donat,

Thanks for jumping on the call.

To recap, all we need from you is the number for the stormwater stamp/plaque.

Thanks!

### **John Koch, CMIT**

Assistant Project Manager | Balfour Beatty  
C: 209 712 1394  
E: jkoch@balfourbeattyus.com | [www.balfourbeattyus.com](http://www.balfourbeattyus.com)  
400 Capitol Mall, Ste. 900, Sacramento, CA 95814

### **Balfour Beatty**



**2022 BEST PLACES TO WORK**

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O.C. Jones & Sons, Inc.  
General Engineering Contractor  
www.ocjones.com

March 15, 2023

**Cost Proposal Revision No. 01**

Attn: Joe Hucik

Estimator

Balfour Beatty Construction, LLC

Re: SCUSD Chavez-Kemble ES Inc. 1 - Portable Relocation, Sacramento, CA

O.C. Jones & Sons, Inc. (OCJ) proposes the following cost proposal to furnish labor, equipment, and materials for work on the above referenced project. Our proposal is based on the current specifications and civil plans only, dated February 6, 2023, by Lionskins Addendums Reviewed: 1-2

**Base Scope of Work Lump Sum Cost - \$461,785.00 – See attached breakdown.**

1. Removal of asphalt pavement only.
2. Removal of trees and vegetation.
3. Installation of 2 construction entrances, excludes rumble plates if needed.
4. Protection of 6 existing trees.
5. Earthwork includes cut/fill, compaction, grading, completing subgrade and off-hauling 1,405 CY of clean soil. Includes fine grading parking lot, portable trailer pads, sidewalk, fields, and landscaping.
6. Complete excavation of pits and backfill in order to relocate portable trailers.
7. Place soil sterilant underneath asphalt pavement areas.
8. Furnish and place recycled Class 2 aggregate base (utilizing pulverized existing asphalt and base rock from existing playground see Clarifications below) for the following areas as follows:
  - 9” of AB underneath Type 1 pavement areas.
  - 6” of AB underneath Type 2 pavement areas.
  - 4” of AB underneath Type 4 pavement areas.
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9. Furnish & place ½” Type A HMA PG 64-10 asphalt concrete per Caltrans Standards with 15% RAP completed as follows:
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  - 3” of asphalt concrete for Type 2 pavement areas.
10. Complete AC Curb per detail No. 18 Sheet 1CS501.
11. Complete striping, wheel stops, and parking signs.

**Allowance/Optional bid Item: (Note Optional Bid Item(s) must be included with Base Bid).**

- **Alternate No. 01 –Install and Maintain SWPPP BMPS**  
**Lump Sum Price - \$ 30,500.00**
  1. Install fiber rolls, sediment traps, inlet drainage protection, and check dams per Sheet 1CK101.

2. Excludes concrete washout, contractor storage area, SWPPP plan or monitoring, and removal of SWPPP BMPS.
3. Price based on 1 mobilization.

• **Option No. 01 – Off-haul Utility and Footing Spoils:**

**Price per Load \$ 300.00**

1. Off-haul spoils generated by others, approximately 1,200 CY.
2. O.C. Jones shall loadout all spoils from one stockpile located onsite.
3. Price to off-haul is based on the soil being clean.
4. Includes sweeping & dust control during off-haul operations.
5. Excludes analytical testing, loading out of multiple stockpiles, disposal of hazardous soil.
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**Clarifications:**

1. O.C. Jones above pricing is for budgeting purposes only, O.C. Jones will provide final pricing once approved drawings and specifications are provided.
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3. The inclusions, exclusions, and conditions in this letter shall be made part of any subsequent contract.
4. All above work shall be completed in standard 8 hours M-F – 7:30 a.m. to 4:00 p.m. as noted on plans.
5. Mobilization shall be completed as follows:
  - Remove asphalt pavement – 1 mobilization.
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  - Soil sterilant or asphalt paving – 1 mobilization.
  - Striping – 1 mobilization.
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7. Asphalt concrete is subject to escalation and is based on **\$730/TN Oil (Liquid Asphalt)**. Add \$0.60 per ton for every \$10.00 increase on oil at the Rack over **\$730**. There is **200** Tons of Asphalt Concrete on this project which may be subject to escalation.
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9. Finegrading, base rock, and paving will be completed without any overhead obstructions.
10. Our bid assumes metered construction water will be available from the closest city/ municipal utility hydrant. Or bid does not include the cost to haul water from alternative sources due to drought conditions. (i.e., recycled water from a water or treatment plant).
11. All soil on-site is assumed to be acceptable to be utilized as engineered fill. Should the geo-technician state the soil is not suitable, OCJ will negotiate to off-soil and import engineered fill.
12. Analytical soil testing by prime contractor will need to be conducted prior to off-haul of soil to ensure that O.C. Jones' soil dump site can accept the soil. Our price is based on the soil being clean.

13. Off-haul may be delayed if dump or project site is non-accessible due to rain or wet conditions.
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**Exclusions:**

1. CCIP participation.
2. Working in wet conditions or if soil is over optimum due to weather.
3. Notching curbs.
4. Redwood header.
5. Demolition of concrete, portables, , removal of manmade buried objects or trash, screening of soil containing these items, tanks, utility removal, striping removal, and well abandonment.
6. Removal of transite pipe.
7. Sawcutting, removal of asphalt pavement for electrical lines.
8. Bioswales – Finegrading bioswales, class 2 permeable rock, visqueen, filter fabric, perforated pipe, and bioswale mix.
9. River/Cobble rock, boulders, bark, mulch, pavers or sand bedding, decomposed granite, redwood headers or steel edges, root barrier, filter fabric/geotextiles, or items indicated on the landscape plans.
10. Termite control.
11. Bike racks, bollards, monument sign, signage, backstops, basketball poles and hoops, playground equipment, site furnishings, and railing.
12. Design of SWPPP Plan, SWPPP, Erosion Control Measures.
13. Steel rumble plates, dust control (except for our operations), truck wash station, hydroseeding, and erosion control.
14. Tree or utility pole removals, tree trimming, rooting pruning, or tree protection.
15. Temporary fencing, traffic control except for our scope of work offsite, k-rail, traffic control plans, temporary barricades, or tree protection.
16. Structure excavation or backfill for footings or walls, seat walls, and excavation of foundations for any playground equipment which includes basketball and tether poles.
17. Shoring, waterproofing, dewatering, and soil stabilization.
18. Underground removal, relocation, abandonment, or temporary lines.
19. Utility Work, patch paving, trenches, or raising utility covers to grade.
20. Wheel stops, grease trap inceptor, concrete, electrical, temporary striping, pavers, landscaping, and fencing.
21. Builders Risk Insurance, Bond, Permits, Testing Fees, and Fees. Bond Rate 0.8%.
22. Engineering, air monitoring, guard service, testing, QC/QA, and inspection.
23. Survey, staking, or layout.
24. Handling or off-haul of any hazardous, contaminated, or asbestos laden fill.
25. Off haul strippings.
26. Import, topsoil, or off-haul of any spoils/fills generated by others.
27. Prime coat, crack treatment, paving fabric, seal coat, fog seal, or slurry seal.

28. Overtime or weekend work.

If you have any questions regarding our bid proposal or pricing, please contact me in our Berkeley Office at (510) 809-3498 or via e-mail at [dgalicz@ocjones.com](mailto:dgalicz@ocjones.com).

Respectfully,



Donat Galicz

Estimator

O.C. Jones & Sons, Inc.



# Kemble-Chavez Elementary Inc 01

## O.C. JONES COST BREAKDOWN

3/15/2023

<b>BASE BID</b>				
<b>Item</b>	<b>Description</b>	<b>QTY</b>	<b>Unit</b>	<b>Bid Total</b>
1	MOBILIZATION	1.00	LS	\$ 55,000.00
2	CONSTRUCTION ENTRANCES/TREE PROTECTION	1.00	LS	\$ 18,200.00
3	CLEAR & GRUB VEGATATION	1.00	LS	\$ 8,300.00
4	REMOVE TRESS AND STUMPS	1.00	LS	\$ 26,200.00
5	REMOVE EXISTING ASPHALT PAVEMENT	1.00	LS	\$ 47,385.00
6	EARTHWORK (ROUGH GRADE)	1.00	LS	\$ 98,400.00
7	FIENGRADE SUBGRADE	1.00	LS	\$ 93,500.00
8	CLASS 2 AB (PULVERIZED PLAYGROUND PAVEMENT)	1.00	LS	\$ 53,100.00
9	HMA PAVING	1.00	LS	\$ 46,200.00
9	AC CURB	1.00	LS	\$ 6,800.00
10	STRIPING	1.00	LS	\$ 8,700.00
<b>TOTAL BASE BID</b>		<b>1.00</b>	<b>LS</b>	<b>\$ 461,785.00</b>

### Optional Bid Items

<b>Item</b>	<b>Description</b>	<b>QTY</b>	<b>Unit</b>	<b>Bid Total</b>
<i>ALT 01</i>	<i>EROSION CONTROL</i>	<i>1.00</i>	<i>LS</i>	<i>\$ 30,500.00</i>



February 23, 2023

TO WHOM IT MAY CONCERN:

RE: O. C. Jones & Sons, Inc.  
Experience Modification Factor

O. C. Jones & Sons, Inc. has historically maintained an Experience Modification Factor of less than 100%. O.C. Jones' 2023 Ex-Mod has been published at 108%.

There are two claims that are impacting the 2023 experience modification. In 2019 an employee was injured due to a motor vehicle accident. The employee was hit by a vehicle during flagging operations. No fault of O.C. Jones. The carrier will be pursuing subrogation when claim is closed. In 2020 an employee was injured due to a bar falling from overhead for unknown reasons.

O.C. Jones & Sons, Inc. worked tirelessly to reduce their Ex-Mod and has done so by six points. They monitor their claims and work with the claims advocates to close claims quickly and accurately. One claim for 2019 has closed and reduced the open claim count from six to five. Three claims for 2020 have closed and reduced the open claim count from five to two.

An individual employer can have higher than average loss experience for a variety of reasons such as location, level of automation, and wage levels that have little to do with safety practices. Safety is just one consideration that can impact an experience modification. The fact that one company has a higher experience modification than another employer within the same classification does not necessarily imply that the first employer is less safe

O.C. Jones' 2023 experience modification is not indicative of their superior safety program or their claim administration processes. O.C. Jones has an excellent safety program and is continually looking at ways to improve jobsite safety. They have a strong modified work program for transitioning injured workers back to their normal duties and nearly 100% of all injured workers participate in modified work. Management reviews accidents, incidents and near-miss data weekly to identify trends and communicates findings to project supervisors in order to prevent accident recurrence. O.C. Jones has field safety professionals that regularly visit all of their projects. All project foremen are OSHA 10 Certified and new programs are also being analyzed to determine if they can be an effective tool in improving safety performance.



Please contact me if there are any questions regarding this.

Regards,

*Jennifer Abbate*

Jennifer Abbate

Senior Client Manager II

(925) 973-7547

[jennifer.abbate@epicbrokers.com](mailto:jennifer.abbate@epicbrokers.com)



**O.C. Jones & Sons, Inc.**  
General Engineering Contractor  
www.ocjones.com

**March 15, 2023**

**Cost Proposal**

Attn: Joe Hucik

Estimator

Balfour Beatty Construction, LLC

Re: SCUSD Chavez-Kemble ES Inc. 1 - Portable Relocation, Sacramento, CA

O.C. Jones & Sons, Inc. (OCJ) proposes the following cost proposal to furnish labor, equipment, and materials for work on the above referenced project. Our proposal is based on the current specifications and civil plans only, dated February 6, 2023, by Lionskins Addendums Reviewed: 1-2

**Base Scope of Work Lump Sum Cost - \$461,785.00 – See attached breakdown.**

1. Removal of asphalt pavement only.
2. Removal of trees and vegetation.
3. Installation of 2 construction entrances, excludes rumble plates if needed.
4. Protection of 6 existing trees.
5. Earthwork includes cut/fill, compaction, grading, completing subgrade and off-hauling 1,405 CY of clean soil. Includes fine grading parking lot, portable trailer pads, sidewalk, fields, and landscaping.
6. Complete excavation of pits and backfill in order to relocate portable trailers.
7. Place soil sterilant underneath asphalt pavement areas.
8. Furnish and place recycled Class 2 aggregate base (utilizing pulverized existing asphalt and base rock from existing playground see Clarifications below) for the following areas as follows:
  - 9” of AB underneath Type 1 pavement areas.
  - 6” of AB underneath Type 2 pavement areas.
  - 4” of AB underneath Type 4 pavement areas.
  - 8” of AB underneath Type 5 pavement areas.
9. Furnish & place ½” Type A HMA PG 64-10 asphalt concrete per Caltrans Standards with 15% RAP completed as follows:
  - 3.5” of asphalt concrete for Type 1 pavement areas.
  - 3” of asphalt concrete for Type 2 pavement areas.
10. Complete AC Curb per detail No. 18 Sheet 1CS501.
11. Complete striping, wheel stops, and parking signs.

**Allowance/Optional bid Item: (Note Optional Bid Item(s) must be included with Base Bid).**

- **Alternate No. 01 –Install and Maintain SWPPP BMPS**  
**Lump Sum Price - \$ 30,500.00**
  1. Install fiber rolls, sediment traps, inlet drainage protection, and check dams per Sheet 1CK101.

2. Excludes concrete washout, contractor storage area, SWPPP plan or monitoring, and removal of SWPPP BMPS.
3. Price based on 1 mobilization.

**Clarifications:**

1. O.C. Jones above pricing is for budgeting purposes only, O.C. Jones will provide final pricing once approved drawings and specifications are provided.
2. O.C. Jones pricing is based on completing the above-mentioned work only. Any additional work shall be negotiated separately. Rental work per OCJ rental rates.
3. The inclusions, exclusions, and conditions in this letter shall be made part of any subsequent contract.
4. All above work shall be completed in standard 8 hours M-F – 7:30 a.m. to 4:00 p.m. as noted on plans.
5. Mobilization shall be completed as follows:
  - Remove asphalt pavement – 1 mobilization.
  - Earthwork, rough grade, finegrade and place Class 2 AB one per each phase of work – 2 mobilizations.
  - Soil sterilant or asphalt paving – 1 mobilization.
  - Striping – 1 mobilization.
6. No phasing of the work. Price based on continuous operation for that mobilization. Any phasing or piecemealing of the work would be at added cost to be negotiated separately.
7. Asphalt concrete is subject to escalation and is based on \$730/TN Oil (Liquid Asphalt). Add \$0.60 per ton for every \$10.00 increase on oil at the Rack over \$730. There is 200 Tons of Asphalt Concrete on this project which may be subject to escalation.
8. All pricing is good until the end of 2023, except as noted in No. 07 above.
9. Finegrading, base rock, and paving will be completed without any overhead obstructions.
10. Our bid assumes metered construction water will be available from the closest city/ municipal utility hydrant. Or bid does not include the cost to haul water from alternative sources due to drought conditions. (i.e., recycled water from a water or treatment plant).
11. All soil on-site is assumed to be acceptable to be utilized as engineered fill. Should the geo-technician state the soil is not suitable, OCJ will negotiate to off-soil and import engineered fill.
12. Analytical soil testing by prime contractor will need to be conducted prior to off-haul of soil to ensure that O.C. Jones' soil dump site can accept the soil. Our price is based on the soil being clean.
13. Off-haul may be delayed if dump or project site is non-accessible due to rain or wet conditions.
14. O.C. Jones shall pulverize the existing playground asphalt pavement with the existing aggregate base rock underneath and stockpile to utilize as recycled AB for underneath portables, asphalt pavement, and sidewalk areas since these are all temporary. This will be completed during the initial mobilization to the site.
15. All clarifications and exclusions apply to both base bid and optional items above.

**Exclusions:**

1. CCIP participation.
2. Working in wet conditions or if soil is over optimum due to weather.
3. Notching curbs.

March 15, 2023

4. Redwood header.
5. Demolition of concrete, portables, , removal of manmade buried objects or trash, screening of soil containing these items, tanks, utility removal, striping removal, and well abandonment.
6. Removal of transite pipe.
7. Sawcutting, removal of asphalt pavement for electrical lines.
8. Bioswales – Finegrading bioswales, class 2 permeable rock, visqueen, filter fabric, perforated pipe, and bioswale mix.
9. River/Cobble rock, boulders, bark, mulch, pavers or sand bedding, decomposed granite, redwood headers or steel edges, root barrier, filter fabric/geotextiles, or items indicated on the landscape plans.
10. Termite control.
11. Bike racks, bollards, monument sign, signage, backstops, basketball poles and hoops, playground equipment, site furnishings, and railing.
12. Design of SWPPP Plan, SWPPP, Erosion Control Measures.
13. Steel rumble plates, dust control (except for our operations), truck wash station, hydroseeding, and erosion control.
14. Tree or utility pole removals, tree trimming, rooting pruning, or tree protection.
15. Temporary fencing, traffic control except for our scope of work offsite, k-rail, traffic control plans, temporary barricades, or tree protection.
16. Structure excavation or backfill for footings or walls, seat walls, and excavation of foundations for any playground equipment which includes basketball and tether poles.
17. Shoring, waterproofing, dewatering, and soil stabilization.
18. Underground removal, relocation, abandonment, or temporary lines.
19. Utility Work, patch paving, trenches, or raising utility covers to grade.
20. Wheel stops, grease trap inceptor, concrete, electrical, temporary striping, pavers, landscaping, and fencing.
21. Builders Risk Insurance, Bond, Permits, Testing Fees, and Fees. Bond Rate 0.8%.
22. Engineering, air monitoring, guard service, testing, QC/QA, and inspection.
23. Survey, staking, or layout.
24. Handling or off-haul of any hazardous, contaminated, or asbestos laden fill.
25. Off haul strippings.
26. Import, topsoil, or off-haul of any spoils/fills generated by others.
27. Prime coat, crack treatment, paving fabric, seal coat, fog seal, or slurry seal.
28. Overtime or weekend work.

If you have any questions regarding our bid proposal or pricing, please contact me in our Berkeley Office at (510) 809-3498 or via e-mail at [dgalicz@ocjones.com](mailto:dgalicz@ocjones.com).

Respectfully,



Donat Galicz

Estimator

O.C. Jones & Sons, Inc.

# Kemble-Chavez Elementary Inc 01

## O.C. JONES COST BREAKDOWN

3/15/2023

<b>BASE BID</b>				
<b>Item</b>	<b>Description</b>	<b>QTY</b>	<b>Unit</b>	<b>Bid Total</b>
1	MOBILIZATION	1.00	LS	\$ 55,000.00
2	CONSTRUCTION ENTRANCES/TREE PROTECTION	1.00	LS	\$ 18,200.00
3	CLEAR & GRUB VEGATATION	1.00	LS	\$ 8,300.00
4	REMOVE TRESS AND STUMPS	1.00	LS	\$ 26,200.00
5	REMOVE EXISTING ASPHALT PAVEMENT	1.00	LS	\$ 47,385.00
6	EARTHWORK (ROUGH GRADE)	1.00	LS	\$ 98,400.00
7	FIENGRADE SUBGRADE	1.00	LS	\$ 93,500.00
8	CLASS 2 AB (PULVERIZED PLAYGROUND PAVEMENT)	1.00	LS	\$ 53,100.00
9	HMA PAVING	1.00	LS	\$ 46,200.00
9	AC CURB	1.00	LS	\$ 6,800.00
10	STRIPING	1.00	LS	\$ 8,700.00
<b>TOTAL BASE BID</b>		<b>1.00</b>	<b>LS</b>	<b>\$ 461,785.00</b>

### Optional Bid Items

<b>Item</b>	<b>Description</b>	<b>QTY</b>	<b>Unit</b>	<b>Bid Total</b>
<i>ALT 01</i>	<i>EROSION CONTROL</i>	<i>1.00</i>	<i>LS</i>	<i>\$ 30,500.00</i>



February 23, 2023

TO WHOM IT MAY CONCERN:

RE: O. C. Jones & Sons, Inc.  
Experience Modification Factor

O. C. Jones & Sons, Inc. has historically maintained an Experience Modification Factor of less than 100%. O.C. Jones' 2023 Ex-Mod has been published at 108%.

There are two claims that are impacting the 2023 experience modification. In 2019 an employee was injured due to a motor vehicle accident. The employee was hit by a vehicle during flagging operations. No fault of O.C. Jones. The carrier will be pursuing subrogation when claim is closed. In 2020 an employee was injured due to a bar falling from overhead for unknown reasons.

O.C. Jones & Sons, Inc. worked tirelessly to reduce their Ex-Mod and has done so by six points. They monitor their claims and work with the claims advocates to close claims quickly and accurately. One claim for 2019 has closed and reduced the open claim count from six to five. Three claims for 2020 have closed and reduced the open claim count from five to two.

An individual employer can have higher than average loss experience for a variety of reasons such as location, level of automation, and wage levels that have little to do with safety practices. Safety is just one consideration that can impact an experience modification. The fact that one company has a higher experience modification than another employer within the same classification does not necessarily imply that the first employer is less safe

O.C. Jones' 2023 experience modification is not indicative of their superior safety program or their claim administration processes. O.C. Jones has an excellent safety program and is continually looking at ways to improve jobsite safety. They have a strong modified work program for transitioning injured workers back to their normal duties and nearly 100% of all injured workers participate in modified work. Management reviews accidents, incidents and near-miss data weekly to identify trends and communicates findings to project supervisors in order to prevent accident recurrence. O.C. Jones has field safety professionals that regularly visit all of their projects. All project foremen are OSHA 10 Certified and new programs are also being analyzed to determine if they can be an effective tool in improving safety performance.





Please contact me if there are any questions regarding this.

Regards,

*Jennifer Abbate*

Jennifer Abbate

Senior Client Manager II

(925) 973-7547

[jennifer.abbate@epicbrokers.com](mailto:jennifer.abbate@epicbrokers.com)

Bid Proposal: Earthwork, Asphalt Paving

**SCUSD Chavez-Kemble ES Inc. 1 - Portable Relocation**

7495 29th Street, Sacramento, CA 95822, United States of America

Sent proposal revision #1: \$461,785

Submitted Mar 15, 2023 at 9:42 PM PDT

O.C. Jones & Sons Inc.

1520 4th Street, Berkeley, CA 94710, USA

Donat Galicz | Estimator | +1 510-809-3498 | +1 562-922-4150 | dgalicz@ocjones.com

Alternates

\$30,500

Alternate #1: Include a bid alternate to provide and maintain SWPPP for Increment 01 as referenced in Bid RFI #15.

General Acknowledgments

Bidder acknowledges that Balfour Beatty- Clark/Sullivan, a Joint Venture is dependent on the bids to establish a GMP with the District/Owner and that Balfour Beatty is reasonably relying on the bids. Therefore, bidder promises that it will not withdraw or unilaterally alter its bid for a period of 90 days after the date set for the opening of the bids. Bidder also acknowledges that if it fails to honor any of the promises in its bid then it is foreseeable that Balfour Beatty will be injured, and therefore bidder will be responsible for any resulting damages to Balfour Beatty, including but not limited to covering the difference for Balfour Beatty to proceed with a different subcontractor.

Yes

By choosing "yes", the Bidder promises and represents that it can and will comply that they cannot add any exclusions, markups, etc. to the subcontract agreement included in the bid docs under Document 01304 Sample Long Form Subcontract or any other contract document listed in the bid manual.

Yes

Are you utilizing any DVBE subcontractors?

No

Is bidder DVBE certified?

No

By choosing "yes", the Bidder promises and represents that they have received notification and will comply with Addendums #1 and #2.

Yes

By choosing "yes", the Bidder promises and represents that it can and will comply with the Project Labor Agreement (PLA) upon award.

Yes

By choosing "yes", the Bidder promises and represents that it can and will comply with the Insurance Requirements for this project upon award.

Yes

Is the bidder prequalified with Balfour Beatty Construction, LLC?

Yes

By choosing "yes", the Bidder promises and represents that it can and will comply with the Front End and District Documents upon award.

Yes

By choosing "yes", the Bidder promises and represents that it can and will comply with the Bid Package in its entirety; Exhibit B, B1, B2 and B3 upon award.

Yes

Contractors License number?

759729

License Classification?

A

## SCUSD Chavez-Kemble ES Inc. 1 - Portable Relocation

7495 29th Street, Sacramento, CA 95822, United States of America

DIR Registration number? 1000002320

EMR Rate? 1.08

By choosing "yes", the Bidder promises and represents that it can and will comply with this project utilizing LCP Tracker upon award. Yes

By choosing "yes", the Bidder promises and represents that it can and will comply with this project utilizing Textura (cost to subcontractor .22% of contract value, not to exceed \$5,000) upon award. Yes

### Bond Information

Performance and Payment Bond Rate - only if total bid is over \$100,000 (Not to be included with bid price above) 0.80 %

### Certifications

Do you represent a certified minority business? No

### Additional Information

#### Notes

See our attached proposal for scope of work, clarifications, and exclusions.

We also included a letter in the back of our proposal from our insurance broker explaining our current EMR Rate.

Added off hauling spoils generated by others.

### Attachments

 23032DG - Kemble-Chavez... (378 KB)

 23032DG - Kemble-Chavez... (381 KB)



2201 Francisco Dr. 140-136  
 El Dorado Hills, Ca. 95762  
 CLSB 1002925  
 DIR1000030292

**Proposal**

**Proposal Date:** 3/16/2023  
**Proposal #:** 2023-038

**Project:**

Chavez Kemble New Construction/  
 GRADING

Description	Quantity	UOM	Total
Chavez Kemble New Construction Addendum: 1-2 Approved Project Plans by Warren Consulting Civil Plan Sheets Only ICG102A and ICP101 Geotechnical Report by XXX dated XXX			
Dutch Contracting, Inc. proposes to furnish all labor, equipment and materials for the completion of the following items on the above mentioned project. All work to be performed in conformance with the plans and specifications of the GENERAL CONTRACT and subject to the terms and conditions contained herein: Prevailing Wage labor requirements to be met.			
Description: Mobilize all resources to site, Demolish all pcc, ac , buildings, wet utilities,gas lines, electrical lines clear and grub, tree removals as shown, all grading compaction for our work. Includes fine grade, AB placement and compaction, AC Paving. 31.20 Earthwork, Asphalt Paving			
1. Mobilization- 2 Each One Mobilization for Demolition, Grading and Wet Utilities, One mobilization AB Placement, and one for AC Paving.	2	EA	15,000.00
4. Mass Grade Cut/Fill- 31.20 Earthwork including all excavation, cut to fill complete. Includes Import and Export as needed for a balanced site. Includes backfill of depressed areas below portable buildings Includes trailer, laydown and construction entrance( one install no maintenance)	1	LS	291,224.00
<b>Total</b>			



2201 Francisco Dr. 140-136  
 El Dorado Hills, Ca. 95762  
 CLSB 1002925  
 DIR1000030292

# Proposal

**Proposal Date:** 3/16/2023  
**Proposal #:** 2023-038

**Project:**  
 Chavez Kemble New Construction/  
 GRADING

Description	Quantity	UOM	Total
6. Fine Grade/ AB Placement-31.20 AB Placement for all PCC and AC complete as shown, includes import, moisture conditioning, compaction and fine grading to within .05' of design grade.	1	LS	189,665.00
7. Asphalt Concrete/ AC-31.20 AC Paving. Includes import, placement and compaction to design grades within allowable spec tolerences.	1	LS	106,375.00
<b>Proposal Assumptions:</b> Adequate staging areas within 500 lf of work area for all equipment and materials. Access for minimum 12 foot width and 12 foot height for all equipment Protection of adjacent facilities Project to be constructed without sub stacking			
<b>Exclusions:</b>			
<b>Total</b>			



2201 Francisco Dr. 140-136  
 El Dorado Hills, Ca. 95762  
 CLSB 1002925  
 DIR1000030292

**Proposal**

**Proposal Date:** 3/16/2023  
**Proposal #:** 2023-038

**Project:**

Chavez Kemble New Construction/  
 GRADING

Description	Quantity	UOM	Total
<p>SURVEY, Bioswale, PERMITS, HYDROSEED, SECURITY, Sanitary, temp fencing, project phasing, hazardous handling or disposal, CIVIL Plan sheets only, offhaul of spoils or import for others, OVEREXCAVATION or LIME TREATMENT, rock excavation, dewatering, soil mitigation, staking or survey, dust control when not onsite, electrical or plumbing excavation or backfill. Landscaping of any kind, footing excavations or thickened edges, footing aggregates, PCC concrete, slurry seal, cape seal, striping or signage. Any work not shown on civil plan sheets is excluded. Excludes electrical, pump station pumps or systems. Building connections at utility lines.</p> <p>BID IS LUMP SUM FOR ALL ITEMS OF WORK AND IS NOT SPLITTABLE WITHOUT WRITTEN CONSENT. ANY ITEMS NOT SPECIFICALLY INCLUDED ON THIS PROPOSAL ARE EXCLUDED.</p> <p>THE TERMS AND CONDITIONS WITHIN THIS BID PROPOSAL SHALL BE INCORPORATED INTO ANY CONTRACT RESULTING THEREFROM, AND SHALL GOVERN OVER ANY CONFLICTING PROVISIONS IN SAID CONTRACT. IN THE EVENT WE ARE LOW BIDDER A FORMAL CONTRACT SUITABLE TO BOTH PARTIES SHALL BE PREPARED AND FULLY EXECUTED AND NEITHER PARTY SHALL BE BOUND UNTIL THE CONTRACT IS FULLY EXECUTED.</p>			
	<b>Total</b>		<b>\$602,264.00</b>

# SCUSD Chavez-Kemble ES Inc. 1 - Portable Relocation

7495 29th Street, Sacramento, CA 95822, United States of America

Sent proposal revision #1: \$602,264

Submitted Mar 16, 2023 at 1:26 PM PDT

### Dutch Contracting Inc

150, Suite 140-136 , 2201 Francisco Dr, El Dorado Hills, CA 95762, USA



Nicholas Zwetsloot | Estimator/ Project Manager | +1 916-436-5422 | +1 916-606-4825 | nick@dutchcoinc.com

## Alternates

Alternate #1: Include a bid alternate to provide and maintain SWPPP for Increment 01 as referenced in Bid RFI #15.	\$0
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## General Acknowledgments

Bidder acknowledges that Balfour Beatty- Clark/Sullivan, a Joint Venture is dependent on the bids to establish a GMP with the District/Owner and that Balfour Beatty is reasonably relying on the bids. Therefore, bidder promises that it will not withdraw or unilaterally alter its bid for a period of 90 days after the date set for the opening of the bids. Bidder also acknowledges that if it fails to honor any of the promises in its bid then it is foreseeable that Balfour Beatty will be injured, and therefore bidder will be responsible for any resulting damages to Balfour Beatty, including but not limited to covering the difference for Balfour Beatty to proceed with a different subcontractor.	Yes
---	-----

By choosing "yes", the Bidder promises and represents that it can and will comply that they cannot add any exclusions, markups, etc. to the subcontract agreement included in the bid docs under Document 01304 Sample Long Form Subcontract or any other contract document listed in the bid manual.	Yes
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Are you utilizing any DVBE subcontractors?	Yes
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Is bidder DVBE certified?	Yes
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By choosing "yes", the Bidder promises and represents that they have received notification and will comply with Addendums #1 and #2.	Yes
--	-----

By choosing "yes", the Bidder promises and represents that it can and will comply with the Project Labor Agreement (PLA) upon award.	Yes
--	-----

By choosing "yes", the Bidder promises and represents that it can and will comply with the Insurance Requirements for this project upon award.	Yes
--	-----

Is the bidder prequalified with Balfour Beatty Construction, LLC?	Yes
---	-----

By choosing "yes", the Bidder promises and represents that it can and will comply with the Front End and District Documents upon award.	Yes
---	-----

By choosing "yes", the Bidder promises and represents that it can and will comply with the Bid Package in its entirety; Exhibit B, B1, B2 and B3 upon award.	Yes
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Contractors License number?	1002925
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License Classification?	A
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**SCUSD Chavez-Kemble ES Inc. 1 - Portable Relocation**

7495 29th Street, Sacramento, CA 95822, United States of America

DIR Registration number? 1000030292

EMR Rate? 1

By choosing "yes", the Bidder promises and represents that it can and will comply with this project utilizing LCP Tracker upon award. Yes

By choosing "yes", the Bidder promises and represents that it can and will comply with this project utilizing Textura (cost to subcontractor .22% of contract value, not to exceed \$5,000) upon award. Yes

**Bond Information**

Performance and Payment Bond Rate - only if total bid is over \$100,000 (Not to be included with bid price above) 1.50 %

**Certifications**

Do you represent a certified minority business? No

**Additional Information**

**Notes** PRICING INCLUDES BUILDING DEMO EARTHWORK AND PAVING

**Attachments**

 Chavez Kemble Grade and... (462 KB)

 Chavez Kimble- DEMO 202... (460 KB)



## SCUSD Chavez-Kemble ES Inc. 1 - Portable Relocation

7495 29th Street, Sacramento, CA 95822, United States of America

Sent proposal: \$743,482

Submitted Mar 16, 2023 at 1:53 PM PDT

**Goodfellow Bros. California, LLC**

2340 East Bidwell Street, Folsom, CA 95630, United States of America

Steven Thomas | Sr. Estimator | +1 916-439-9209 | +1 916-439-9209 | steventh@goodfellowbros.com



### Alternates

Alternate #1: Include a bid alternate to provide and maintain SWPPP for Increment 01 as referenced in Bid RFI #15.	\$31,500
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### General Acknowledgments

Bidder acknowledges that Balfour Beatty- Clark/Sullivan, a Joint Venture is dependent on the bids to establish a GMP with the District/Owner and that Balfour Beatty is reasonably relying on the bids. Therefore, bidder promises that it will not withdraw or unilaterally alter its bid for a period of 90 days after the date set for the opening of the bids. Bidder also acknowledges that if it fails to honor any of the promises in its bid then it is foreseeable that Balfour Beatty will be injured, and therefore bidder will be responsible for any resulting damages to Balfour Beatty, including but not limited to covering the difference for Balfour Beatty to proceed with a different subcontractor.	Yes
---	-----

By choosing "yes", the Bidder promises and represents that it can and will comply that they cannot add any exclusions, markups, etc. to the subcontract agreement included in the bid docs under Document 01304 Sample Long Form Subcontract or any other contract document listed in the bid manual.	Yes
---	-----

Are you utilizing any DVBE subcontractors?	No
--	----

Is bidder DVBE certified?	No
---------------------------	----

By choosing "yes", the Bidder promises and represents that they have received notification and will comply with Addendums #1 and #2.	Yes
--	-----

By choosing "yes", the Bidder promises and represents that it can and will comply with the Project Labor Agreement (PLA) upon award.	Yes
--	-----

By choosing "yes", the Bidder promises and represents that it can and will comply with the Insurance Requirements for this project upon award.	Yes
--	-----

Is the bidder prequalified with Balfour Beatty Construction, LLC?	Yes
---	-----

By choosing "yes", the Bidder promises and represents that it can and will comply with the Front End and District Documents upon award.	Yes
---	-----

By choosing "yes", the Bidder promises and represents that it can and will comply with the Bid Package in its entirety; Exhibit B, B1, B2 and B3 upon award.	Yes
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Contractors License number?	977506
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License Classification?	A
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## SCUSD Chavez-Kemble ES Inc. 1 - Portable Relocation

7495 29th Street, Sacramento, CA 95822, United States of America

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DIR Registration number? 1000003476

EMR Rate? .89

By choosing "yes", the Bidder promises and represents that it can and will comply with this project utilizing LCP Tracker upon award. Yes

By choosing "yes", the Bidder promises and represents that it can and will comply with this project utilizing Textura (cost to subcontractor .22% of contract value, not to exceed \$5,000) upon award. Yes

### Bond Information

Performance and Payment Bond Rate - only if total bid is over \$100,000 (Not to be included with bid price above) 0.01 %

### Certifications

Do you represent a certified minority business? No

### Attachments

 GBI SCJSD Kemble-CHave... (216 KB)

# GOODFELLOW BROS.

ESTABLISHED 1921

March 16, 2023

Balfour Beatty Construction, LLC  
400 Capitol Mall, Suite 900  
Sacramento, CA 95814

Attn: Joe Hucik [jhucik@balfourbeattyus.com](mailto:jhucik@balfourbeattyus.com)  
Re: SCUSD Chavez-Kemble ES Inc. 1 - Portable Relocation  
Bid Proposal 31.20 Earthwork and Asphalt Paving

Dear F&H Team,

Goodfellow Bros. California, LLC, is pleased to provide the following proposal for the above referenced project. Our bid is based on bid plans and specifications for the above noted project. **We acknowledge 2 addendums.**

Please see the clarifications below for additional information related to this proposal.

## Pricing - Please See Attached Breakdown

### PROPOSAL SPECIFIC INCLUSIONS/EXCLUSIONS

- Excludes hiring private utility locating companies.
- Based on 4" of AB at trailer yard and site parking.
- Export soil is assumed to be suitable for unrestricted reuse and meet the environment screening levels (ESLs) for residential reuse per the criteria established by the California Regional Water Control Board. Price includes initial soils testing for export. Any further testing or reports, etc. is not included.
- Bid is based on the portable lift/moving pits can be accessed and excavated with a backhoe. Hand-digging is excluded.
- Bid includes seal coat of new AC pavement surfaces.
- Bid includes grading Type 6 Surfacing area per grading plan. Hydroseeding, covering area with 20 mil plastic, manual watering of native vegetation/landscaping, and installing AB paved traffic lanes. Etc. as noted on 1CP101 is not included.
- Erosion control add-alternate includes wattles, inlet protection and one washout as noted in our price sheet. Other items shown such as inlet protection on inlets to be removed, silt pits, etc. are not included.
- Bid includes and add-alt for 2x8 header-boards at AC paving, which noted in the specs without specific info or plans details, if required.
- Includes an add-alt which consists of a tractor and laborer crew for one shift to pump standing water as a budget regarding the plan note to process wet soils after rain events.

### EXCLUSIONS:

1. Removal disposal or relocation of existing utilities, other than irrigation noted.
2. Testing, removal and handling of contaminated, hazardous or buried materials

3. All bonds, fees, permits, engineering, staking and testing.
4. Dust control when our crews are not physically working on the site, such as after normal working hours and weekends.
5. Capping, sealing or abandoning of existing utilities, wells, etc.
6. Removal, disposal and backfill of utility lines other than noted
7. Removal and Backfill of portable units footings/slabs, etc. or for any other structures.
8. Import of topsoil.
9. Dewatering
10. vapor barrier or sand at building pads.
11. Adjusting or patching of new or existing utility iron and trenches.
12. Repairs to existing pavement and streets due to construction traffic.
13. Underground, concrete, electrical, wall, fence, landscape and irrigation work.
14. Water meters, sewer cleanouts or roof leader connections.
15. Traffic control and barricades for work by others.
16. Subgrade stabilization, soils chemical treatment, fabric and over-excavation of "soft" or unstable areas.
17. Winter maintenance, such as pumping of rain- water and constructing temporary roads.
18. Shoring, bracing or protection of existing structures.
19. Construction of bio-swales (i.e. import material, drain rock, pipe, sod and landscape).
20. Supply or installation of moisture/root barriers.
21. Tarping of loads.

## **CLARIFICATIONS**

1. GBI requires 72 hours notice prior to starting any work in order to notify Underground Service Alert (USA). **All privately owned utilities will need to be located by others.**
2. GBI is not responsible for unforeseen conditions not reasonably identifiable or apparent within the reports provided by owner.
3. The asphalt bid price based on \$810 per ton of liquid asphalt (October Valero RACK). Any increase in price of \$10.00 or greater will be subject to a price increase of \$.60 per ton of asphalt
4. One move-in per phase.
5. Clear, unobstructed and continuous access in each phase of work.
6. Any phasing of work will result in additional costs.
7. Working 5 x 8-hour days. Any overtime requested will result in additional costs.
8. Any work requested to be done in bad weather or wet conditions will result in additional costs.
9. There will be no repairs of damage by others at our expense without prior notification to GBI.
10. If the job is operated with any nonunion subcontractors on site, a two-gate system will be required.
11. Pricing does not include impacts related to AB5, which may significantly impact trucking costs. These costs cannot be determined at this time due to the uncertainty within the bill.
12. GGBI uses standard construction equipment and is not responsible for any damage due to vibrations or any other reason.
13. This proposal is based on construction water being available from an onsite source, such as a fire hydrant. No provision for water rationing, or buying water is included (i.e. inflated water rates, non-potable water from sewer plants, etc.).
14. Participation in any Wrap-up (OCIP, CCIP, or CIP) Insurance program is subject to review of the actual policy, including all attachments and endorsements applicable to this project, or any other projects to which this program may apply. The insurance credit will not exceed our insurance policy premium. Any credits will be for primary CGL coverage only (excess liability or any other coverage credits do not apply). In no event shall our contribution to a self insured retention or deductible under a Wrap-up program exceed our GL policy deductible.

15. This proposal is based on utilizing a combination of GPS technology and standard construction staking. We will require five control points and a complete CAD file.
16. If this proposal is accepted, we will participate in constructing an agreeable schedule.
17. Release of retention to be within 30 days of completion of our work. This applies even if the work has not been accepted by the governing agency, if such delay is no fault of GGBl.
18. Extra work to be performed at a fixed price, or time and materials based on the current GGBl rates.
19. Contract language is subject to review and approval prior to proceeding with work. This proposal shall be made a part of any subsequent contract.
20. This proposal remains in effect for 30 days.

Goodfellow Bros. California, LLC, appreciates the opportunity to bid your project. Please contact me should you have any questions.

Steven Thomas  
Estimator  
(916) 439-9209

**Goodfellow Bros. California, LLC**  
50 Contractors Street, Livermore, CA 94551  
P.O. Box 598, Wenatchee, WA 98807  
P 925 \ 245 \ 2100 | F 925 \ 449 \ 5875  
CL# 977506 • Equal Opportunity Employer

**GOODFELLOWBROS.COM**

03/16/2023

13:44

ST23-0070

Chavez/Kemble ES Inc. 1

\*\*\* Steven Thomas

**BID TOTALS**

<u>Biditem</u>	<u>Description</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Bid Total</u>
31.20 EARTHWORK & ASPHALT PAVING BASE BID					
	4" Rock Trailer Yard/Site Parking	13,000.000	SF	3.00	39,000.00
	Remove Plants/Shrubs/Veg/Irrigation (1CD101A&102	1.000	LS	28,300.00	28,300.00
	Remove Exist. AC/AB (#3/1CD101A)	42,800.000	SF	1.50	64,200.00
	Protect Exist. Trees to Remain (#12/1CD101A)	7.000	EA	335.00	2,345.00
	Remove Exist Trees (#13/1CD101A+Trailer Yard)	34.000	EA	1,000.00	34,000.00
	Protect Exist. Utility Boxes (#17/1CD101A)	1.000	LS	1,400.00	1,400.00
	Stabilized Construction Entrances	2.000	EA	7,200.00	14,400.00
	Downspout/Bard Units Splash Blocks (#16/1CS502)	78.000	EA	125.00	9,750.00
	Striping/Signs/Red Curbs/Whl Stops (1CS501&502)	1.000	LS	12,200.00	12,200.00
	Ex/Backfill Lifting Pits @ Relocated Portables	104.000	EA	145.00	15,080.00
	Rough Grade & Backfill Demo/Utility Voids	2,625.000	CY	20.00	52,500.00
	Off-Haul Spoils From Grading & Asphalt Paving Only	2,625.000	CY	59.00	154,875.00
	Type 5 AB Paving (8"AB) @ Portable Bldg. Pads	17,800.000	SF	6.00	106,800.00
	Type 4 Conc. Paving (4"AB/ Conc.by Others)	2,800.000	SF	9.85	27,580.00
	Type 1 AC Paving (3.5"AC/ 9"AB)	7,800.000	SF	14.80	115,440.00
	Type 3 AC Paving (3"AC/ 6"AB)	560.000	SF	21.70	12,152.00
	Fine Grade Landscape Area	104,000.000	SF	0.30	31,200.00
	AC Curb (#18/1CS501)	200.000	LF	65.00	13,000.00
	Cut-in Curbs @ New Trash Encl. (#8/1AS501)	1.000	LS	5,000.00	5,000.00
	Patch AC @ Electrical Trench (Add #2)	300.000	SF	14.20	4,260.00

31.20 EARTHWORK/ASPHALT PAVING BASE BID TOTAL

\$743,482.00

## ADD ALTERNATES

<i>Install/Maintain/Remove Erosion Control</i>	<i>1.000</i>	<i>LS</i>	<i>31,500.00</i>	<i>31,500.00</i>
EROSION CONTROL INCLUDES: (1) 2,600 LF Wattles, (2) 16 EA Drain Inlet Protection and (3) 1 EA Concrete Washout.				
<i>Hydroseed Type 6 Surfacing Area</i>	<i>106,000.000</i>	<i>SF</i>	<i>0.15</i>	<i>15,900.00</i>
<i>Process Wet Soils After Rain Event</i>	<i>1.000</i>	<i>DY</i>	<i>5,000.00</i>	<i>5,000.00</i>

## \*\*Notes:

Items in italics are Non-Additive.

## SCUSD Chavez-Kemble ES Inc. 1 - Portable Relocation

7495 29th Street, Sacramento, CA 95822, United States of America

Sent proposal: \$675,720

Submitted Mar 16, 2023 at 1:38 PM PDT

**Pioneer Grading & Paving Inc.**

2020 Flowers Street, Sacramento, CA 95825, USA

Mitch Campbell | +1916-482-8850 | +1916-416-6907 | pioneergrading@aol.com

### Alternates

Alternate #1: Include a bid alternate to provide and maintain SWPPP for Increment 01 as referenced in Bid RFI #15.	\$12,680
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**ADDITIONAL ITEMS:**

Construction staking	\$18,330
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Construction water	\$2,000
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### General Acknowledgments

Bidder acknowledges that Balfour Beatty- Clark/Sullivan, a Joint Venture is dependent on the bids to establish a GMP with the District/Owner and that Balfour Beatty is reasonably relying on the bids.	Yes
---	-----

Therefore, bidder promises that it will not withdraw or unilaterally alter its bid for a period of 90 days after the date set for the opening of the bids. Bidder also acknowledges that if it fails to honor any of the promises in its bid then it is foreseeable that Balfour Beatty will be injured, and therefore bidder will be responsible for any resulting damages to Balfour Beatty, including but not limited to covering the difference for Balfour Beatty to proceed with a different subcontractor.

By choosing "yes", the Bidder promises and represents that it can and will comply that they cannot add any exclusions, markups, etc. to the subcontract agreement included in the bid docs under Document 01304 Sample Long Form Subcontract or any other contract document listed in the bid manual.	Yes
---	-----

Are you utilizing any DVBE subcontractors?	No
--	----

Is bidder DVBE certified?	No
---------------------------	----

By choosing "yes", the Bidder promises and represents that they have received notification and will comply with Addendums #1 and #2.	Yes
--	-----

By choosing "yes", the Bidder promises and represents that it can and will comply with the Project Labor Agreement (PLA) upon award.	Yes
--	-----

By choosing "yes", the Bidder promises and represents that it can and will comply with the Insurance Requirements for this project upon award.	Yes
--	-----

Is the bidder prequalified with Balfour Beatty Construction, LLC?	No
---	----

By choosing "yes", the Bidder promises and represents that it can and will comply with the Front End and District Documents upon award.	Yes
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## SCUSD Chavez-Kemble ES Inc. 1 - Portable Relocation

7495 29th Street, Sacramento, CA 95822, United States of America

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By choosing "yes", the Bidder promises and represents that it can and will comply with the Bid Package in its entirety; Exhibit B, B1, B2 and B3 upon award.

Yes

Contractors License number?

333295

License Classification?

A

DIR Registration number?

1000026086

EMR Rate?

.87

By choosing "yes", the Bidder promises and represents that it can and will comply with this project utilizing LCP Tracker upon award.

Yes

By choosing "yes", the Bidder promises and represents that it can and will comply with this project utilizing Textura (cost to subcontractor .22% of contract value, not to exceed \$5,000) upon award.

Yes

### Bond Information

Performance and Payment Bond Rate - only if total bid is over \$100,000 (Not to be included with bid price above)

2.50 %

### Certifications

Do you represent a certified minority business?

Yes

#### ADDITIONAL ITEMS:

SBE (microbusiness) DGS#48692

Yes

### Attachments

 BB- Chavez Kemble quote.pdf (343 KB)





## PIONEER GRADING AND PAVING

2020 Flowers Street  
Sacramento, CA 95825  
(916) 482-8850  
FAX (916) 388-0607

E-Mail: [pioneergrading@aol.com](mailto:pioneergrading@aol.com)

DIR #1000026086 ▲ Contractor License #333295

March 16, 2023

Balfour Beatty Construction  
400 Capitol Mall  
Suite 900  
Sacramento, CA 95814  
Attn: Joe Hucik

Re: Quote for Kemble/Chavez portable relocation

Joe,

We are pleased to submit the following quotation for work to be performed at the above mentioned location. We will supply all labor, material and equipment in order to perform the following work:

1. Install erosion control per the drawings, including the straw wattle, DI bags and 2 stabilized entrances. If added maintenance is required during the 10 week period of the project, we would include that as well. At the end of the 10 weeks, remove the erosion control as needed.
2. Clear and grub the existing sod areas as shown on the drawings, and haul off the excess material.
3. After hard demolition operations, subgrade and compact all pad areas to receive relocated portable classrooms, exporting any excess grading material.
4. Subgrade and compact for the new fire access road, exporting any excess grading material.
5. Place, grade and compact 8" of aggregate base under the relocated portables per the drawings.
6. Place, grade and compact 9" aggregate base under the new fire access road, the parking lot planters and the utility trench shown on the drawings.
7. Place 3.5" new asphalt paving for the new fire access road, the parking lot planters and the utility trench as shown on the drawings.
8. Demo and export the asphalt and aggregate base in the existing playground area. This work would occur after the portables were relocated.
9. Import fill dirt (approx. 2,300 yards) and grade the playground area per the drawings. The import would happen after the underground utilities were installed.
10. Hydroseed the playground area per the specifications.
11. Place the striping, seal coat and signage as per the drawings.
12. Clean up for our own work.

The lump sum cost for this work would be \$675,720.00.

Add alternate pricing is as follows:

1. Construction staking includes the following: one set of stakes for demolition, rough grade, storm drain, sanitary sewer, water, portables, fence and concrete. Total cost: \$18,330.00
2. Construction water allowance: \$2,000.00 (includes meter rental from Sac County)
3. Erosion control installation and maintenance: \$12,680.00



**PIONEER GRADING AND PAVING**

2020 Flowers Street  
Sacramento, CA 95825  
(916) 482-8850

FAX (916) 388-0607

E-Mail: [pioneergrading@aol.com](mailto:pioneergrading@aol.com)

DIR #1000026086 ▲ Contractor License #333295

Conditions and stipulations:

1. No tests, permits, fees.
2. No underground utilities.
3. No concrete.
4. No hardscape demolition other than the playground area.
5. No export of others spoils.
6. No removal or replacement of unsuitable material or underground obstructions.
7. No rock or soils treatment.
8. Dust control for our work only.

If you have any questions or need any further information, please feel free to give me a call.

Thanks,

*Mitch Campbell*

916-416-6907

# SCUSD Chavez-Kemble ES Inc. 1 - Portable Relocation

7495 29th Street, Sacramento, CA 95822, United States of America

Sent proposal: \$749,629

Submitted Mar 16, 2023 at 1:52 PM PDT

**Martin Brothers Construction**

8801 Folsom Boulevard, Suite 260, Sacramento, CA 95826, USA

Ted Coffin | +1 916-381-0911 | tc Coffin@martinbrothers.net

## Alternates

Alternate #1: Include a bid alternate to provide and maintain SWPPP for Increment 01 as referenced in Bid RFI #15.	\$77,756
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## General Acknowledgments

Bidder acknowledges that Balfour Beatty- Clark/Sullivan, a Joint Venture is dependent on the bids to establish a GMP with the District/Owner and that Balfour Beatty is reasonably relying on the bids. Therefore, bidder promises that it will not withdraw or unilaterally alter its bid for a period of 90 days after the date set for the opening of the bids. Bidder also acknowledges that if it fails to honor any of the promises in its bid then it is foreseeable that Balfour Beatty will be injured, and therefore bidder will be responsible for any resulting damages to Balfour Beatty, including but not limited to covering the difference for Balfour Beatty to proceed with a different subcontractor.	Yes
---	-----

By choosing "yes", the Bidder promises and represents that it can and will comply that they cannot add any exclusions, markups, etc. to the subcontract agreement included in the bid docs under Document 01304 Sample Long Form Subcontract or any other contract document listed in the bid manual.	Yes
---	-----

Are you utilizing any DVBE subcontractors?	Yes
--	-----

Is bidder DVBE certified?	No
---------------------------	----

By choosing "yes", the Bidder promises and represents that they have received notification and will comply with Addendums #1 and #2.	Yes
--	-----

By choosing "yes", the Bidder promises and represents that it can and will comply with the Project Labor Agreement (PLA) upon award.	Yes
--	-----

By choosing "yes", the Bidder promises and represents that it can and will comply with the Insurance Requirements for this project upon award.	Yes
--	-----

Is the bidder prequalified with Balfour Beatty Construction, LLC?	Yes
---	-----

By choosing "yes", the Bidder promises and represents that it can and will comply with the Front End and District Documents upon award.	Yes
---	-----

By choosing "yes", the Bidder promises and represents that it can and will comply with the Bid Package in its entirety; Exhibit B, B1, B2 and B3 upon award.	Yes
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Contractors License number?	726454
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License Classification?	A
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## SCUSD Chavez-Kemble ES Inc. 1 - Portable Relocation

7495 29th Street, Sacramento, CA 95822, United States of America

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DIR Registration number? 1000000017

EMR Rate? 0.98

By choosing "yes", the Bidder promises and represents that it can and will comply with this project utilizing LCP Tracker upon award. Yes

By choosing "yes", the Bidder promises and represents that it can and will comply with this project utilizing Textura (cost to subcontractor .22% of contract value, not to exceed \$5,000) upon award. Yes

### Bond Information

Performance and Payment Bond Rate - only if total bid is over \$100,000 (Not to be included with bid price above) 1 %

### Certifications

Do you represent a certified minority business? Yes

### Attachments

 [MBCQUOTE - Kemble-Cha...](#) (374 KB)



8801 Folsom Blvd Suite 260, Sacramento, CA 95826  
 (916) 381-0911 Fax.(916) 381-0611 Cell(916) 919-9952  
 License # 726454-A DIR Registration No.1000000017  
 SBA Certified SB, SDBE and HUBZone  
 General Engineering Contractors  
 Grading . Paving . Excavating  
 Union Signatory

**Estimator: Ted Coffin - (916) 904-0770**

**Submitted To:**  
**General Contractor**

**Job Title:**  
**Kemble-Chavez Elementary School - Portable  
 Relocation - Increment 1**

**Attn: Estimating**

**Sacramento City Unified School District  
 Bid Date: 03-16-2023**

**This quote to include the following items (any items not specifically included are considered excluded):**

Bid Item	Description	Bid Qty	Unit	Bid Price	Bid total
1	<b>Base Bid - 31.20 Earthwork &amp; Asphalt Paving</b>	1	LS	\$749,629.00	\$749,629.00
2	<b>Add Alternate #1 - Provide and Maintain BMP's</b>	1	LS	\$77,756.00	\$77,756.00

We hereby propose to furnish material and labor - complete in accordance with above specifications, for the sum of:

**See Above & Attached "Schedule of Values" for Pricing**

**\$827,385.00**

Payment to be made in accordance with the prompt payment act and the Project documents

Late Payment Subject To 1.5% per month interest penalty. All collection costs and or attorney fees to be paid by buyer.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control.

Authorized  
 Signature \_\_\_\_\_

Note: This proposal may be withdrawn by us if not accepted within 30 days.

Bid based on civil plan pages for Kemble-Chavez Elementary School 1CD101A, 1CG102A, 1CP101, 1CP102, 1CS501, 1CS502, 1AS501, by \*\*\* Warren Consulting Engineers, Inc. dated mARCH 6, 2023 and Exhibit B-1, B-2, & B-3 Section 31.20 by Balfur Beatty-Clark. **Addenda 1 - 2.**

- 1 No Over Excavation priced within bid proposal.
- 2 ROCK CLAUSE: Bid based on CAT D5 Bulldozer to function at 85%-90% capacity based on CAT specifications handbook.
- 3 No utility pump arounds, services, baker tanks or holding tanks. No wells or Dewatering.
- 4 **No demo or removal of existing concrete.**
- 5 **No Concrete work or aggregate base for concrete work.**
- 6 **No soils treatment ie. Lime or cement applications, etc.**
- 7 **Increment 2 & 3 area to be rough graded and hydroseeded. No AB included for construction traffic lanes**
- 8 No recompaction of unsuitable or undocumented soils. For example, soil that is unsuitable for compaction.  
 No unsuitable, undocumented or hazardous soils are to be handled, excavated, relocated or off hauled unless based on a time and materials cost 9 addition.
- 10 No removal or off haul of oversized large boulders, donikers or material that would require an oversized rough transport.
- 11 No demolition (unless noted). No underground pipe, utilities or structure removal.
- 12 No erosion control . No temp perimeter fencing. No Maintenance of Construction entrance when MBC work crews are not onsite.
- 14 Bid based on onsite soils and excess soil to be acceptable as engineered fill, free of contaminated of objectionable material.
- 15 No hazardous material remediation. No temporary protection fencing.
- 16 No demolition or removal of buildings, walls, lights or bases, sawcutting or utility removal/abandonment.
- 17 Excludes demolition of electrical, conduit, transformers, vaults, structures, piping. No excavation, installation or backfill for same. No adjustment of new or existing utility structures for same. No demolition of buildings, lights or walls. .
- 18 No drain rock or fabric at slabs. No F1 fill/AB under slabs.
- 19 Dust control when actively onsite only.
- 20 No patch paving for "others" work.
- 21 No dewatering. No temporary utility bypass systems.
- 22 No payment of costs associated with OCIP, UCIP or CCIP plans. No Builders Risk Insurance or Bonds (bond rate is 1%).
- 23 No streetlight or joint trench systems. No streetlight relocation. No gas systems. No signalization.
- 24 No landscape or irrigation system install or repair. No walls, fences or hand railing. No topsoil furnish or placement. No bioretention soil.
- 25 No paving stone, grass pavers furnish or place or sand bedding for same. No decomposed granite furnish or place.
- 26 No winterization, dewatering or erosion control. No handling/treatment of surface runoff. No underground storm separators, Baker tanks, etc.  
 No SWPPP plan, erosion control or implementation. No concrete washout. No hydroseeding.
- 27 **No structural wall or building footing excavation, drain pipe, fabric or select materials behind walls backfill. Backfill of walls is to be with native materials already onsite.**

- 28 No mow strip grade. No grading or placement of decomposed granite. No grass lining at swales. No trench drains. No gravel staging areas.
- 29 No remediation of soil that is loose, saturated or unsuitable for compaction. Onsite soils acceptable for engineered fill.
- 30 Bid Price is subject to change if above stated scope is phased or divided. Work to completed within 10 weeks.
- 31 Standby Clause: All standby labor, equipment and trucking costs resulting from delays or disruptions caused by others will be paid on a t&m basis.
- 32 Insurance Liability: Coverage in excess of \$1,000,000.00 and Waiver of Subrogation is excluded.
- 33 No Night Work.
- 34 Our bid is based on working in Non-Winter like conditions. Should Martin Brothers Const. be directed and or requested to work in winter conditions, our applicable bid item's unit price or subcontract price, whichever is applicable, shall be increased to reimburse us for the increased cost for working in Winter like conditions.
- 35 No Bonds, Fees, Permits, Special Insurance, Engineering, Staking, Surveying, CQC officer, materials/compaction Testing, or Inspection.
- 36 MBC is Not Responsibility for damage or delays to project schedule due to all unknown / unmarked existing utilities.
- 37 No Storm Water Pollution Prevention Plan or Implementing of Plan.
- 38 Work shall be accomplished on a mutually agreed schedule, weather and ground conditions permitting, during normal working days M-F.
- 39 No Temporary fencing, k-rail or barriers/barricades.
- 40 Toilets to be provided by General Contractor.
- 41 Traffic Control for own work only.
- 42 Items not specifically included in scope listed above are considered to be excluded.

This is a proposal only for the purpose of establishing a price for the work as outlined. In the event we are low bidder, a formal contract suitable to both parties shall be prepared and fully executed, and neither party shall be bound until the contract is executed. The terms and conditions of this proposal shall be incorporated into any contract or subcontract. This proposal is good for thirty (30) days from the date heron.

CHAVEZ-KEMBLE ES INC 1 PORTABLE SCUSD

**BID PROPOSAL**

2023-074

Biditem	Description	Quantity	Units	Unit Price	Bid Total
10	POTHOLE PRIOR TO DEMO/EXCAVATION	1.000	LS		
15	CONSTRUCTION ENTRANCE	4.000	EA		
18	DIG PITS AT EXISTING PORTABLES FOR MOVING COMPANY	104.000	EA		
20	DEMO / REMOVE TREE	33.000	EA		
25	PROTECT EXISTING TREES	6.000	EA		
30	DEMO LANDSCAPE AREA	84,250.000	SF		
40	SAW CUT, DEMO / REMOVE ASPHALT	42,896.000	SF		
50	ROUGH GRADE SITE	185,000.000	SF		
60	IMPORT MATERIALS FOR SUBGRADE	300.000	TN		
70	BACK UP EDGES OF CC IMP'S W/ SITE SOIL	1.000	LS		
80	PORTABLE PAD GRADE	18,000.000	SF		
90	GRADE, AGG. BASE - 9" & A.C. - 3.5" @ ASPHALT	7,685.000	SF		
95	ADDITIONAL ASPHALT PATCHING	500.000	SF		
100	SPLASH BLOCKS	24.000	EA		
110	STRIPING & SIGNAGE	1.000	LS		
	<b>Base Bid</b>				<b>\$749,629.00</b>
120	SWPPP	1.000	LS		<b>\$77,756.00</b>
	<b>Add Alt 1 Provide &amp; Maintain BMP's</b>				<b>\$827,385.00</b>
	<b>Bid Total</b>				

**Bid Proposal: Earthwork, Asphalt Paving**

Printed on Apr 2, 2023 at 7:56 PM PDT

**SCUSD Chavez-Kemble ES Inc. 1 - Portable Relocation**

7495 29th Street, Sacramento, CA 95822, United States of America

Sent proposal: \$507,500

Submitted Mar 16, 2023 at 8:49 AM PDT

**Cozart Brothers**

651 Enterprise Ct, Livermore, CA 94550, USA

Steve Cozart | Project Manager/Estimator | +1 925-525-2105 | +1 925-525-2105 | stevecozart@cozartbrothers.com

**Alternates**

Alternate #1: Include a bid alternate to provide and maintain SWPPP for Increment 01 as referenced in Bid RFI #15.

\$0

**General Acknowledgments**

Bidder acknowledges that Balfour Beatty- Clark/Sullivan, a Joint Venture is dependent on the bids to establish a GMP with the District/Owner and that Balfour Beatty is reasonably relying on the bids. Therefore, bidder promises that it will not withdraw or unilaterally alter its bid for a period of 90 days after the date set for the opening of the bids. Bidder also acknowledges that if it fails to honor any of the promises in its bid then it is foreseeable that Balfour Beatty will be injured, and therefore bidder will be responsible for any resulting damages to Balfour Beatty, including but not limited to covering the difference for Balfour Beatty to proceed with a different subcontractor.

Yes

By choosing "yes", the Bidder promises and represents that it can and will comply that they cannot add any exclusions, markups, etc. to the subcontract agreement included in the bid docs under Document 01304 Sample Long Form Subcontract or any other contract document listed in the bid manual.

Yes

Are you utilizing any DVBE subcontractors?

No

Is bidder DVBE certified?

No

By choosing "yes", the Bidder promises and represents that they have received notification and will comply with Addendums #1 and #2.

Yes

By choosing "yes", the Bidder promises and represents that it can and will comply with the Project Labor Agreement (PLA) upon award.

Yes

By choosing "yes", the Bidder promises and represents that it can and will comply with the Insurance Requirements for this project upon award.

Yes

Is the bidder prequalified with Balfour Beatty Construction, LLC?

No

By choosing "yes", the Bidder promises and represents that it can and will comply with the Front End and District Documents upon award.

Yes

By choosing "yes", the Bidder promises and represents that it can and will comply with the Bid Package in its entirety; Exhibit B, B1, B2 and B3 upon award.

Yes

Contractors License number?

683849

License Classification?

C-12



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## SCUSD Chavez-Kemble ES Inc. 1 - Portable Relocation

7495 29th Street, Sacramento, CA 95822, United States of America

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DIR Registration number? 1000003489

EMR Rate? 1.45

By choosing "yes", the Bidder promises and represents that it can and will comply with this project utilizing LCP Tracker upon award. Yes

By choosing "yes", the Bidder promises and represents that it can and will comply with this project utilizing Textura (cost to subcontractor .22% of contract value, not to exceed \$5,000) upon award. Yes

### Bond Information

Performance and Payment Bond Rate - only if total bid is over \$100,000 (Not to be included with bid price above) 0 %

### Certifications

Do you represent a certified minority business? Yes

#### ADDITIONAL ITEMS:

SMALL BUSINESS ENTERPRISE Yes

### Attachments

 KEMBLE-CHAVEZ INC1 PR... (926 KB)



651 ENTERPRISE COURT  
LIVERMORE, CA 94550-3191  
(925) 449-0212 Fax (925) 449-0334  
P.O. BOX 3191

**KEMBLE CHAVEZ ES INCREMENT 1**

**CLIENT:** 710  
CLARK & SULLIVAN CONSTRUCTION  
905 INDUSTRIAL WAY  
SPARKS, NV 89431

**PROJECT:** 71012  
KEMBLE CHAVEZ ES INCREMENT 1  
5735 47TH AVENUE  
SACRAMENTO, CA

**EXCLUSIONS:**

1. ALL FEES, PERMITS, BONDS, SURVEYING, AND TESTING.
2. REMOVAL OF BURIED OBSTRUCTIONS AND/OR UTILITIES.
3. REMOVAL OF CONTAMINATED MATERIALS.
4. SIGNS AND PAVEMENT MARKINGS.
5. ADJUSTING OR PATCHING OF UTILITY IRON.
6. REPAIRS TO EXISTING ROADWAYS DUE TO CONSTRUCTION TRAFFIC.
7. CONCRETE, ELECTRICAL, UNDERGROUND, OR LANDSCAPE WORK.
8. HANDLING OR REMOVAL OF BURIED DEBRIS.
9. PRIME OIL, WEED KILLER OR STRIPING.
10. ROCK OR SAND UNDER BUILDING SLAB.
11. DEMOLITION OF PORTABLES, CONCRETE, UTILITIES, STRUCTURES AND TREES.
12. EROSION CONTROL.
13. HANDLING, EXPORT OF OTHER CONTRACTORS SPOILS.
14. EXCAVATION OF DEEPENED CURBS OR FOOTINGS INTO SUBGRADE AT PORTABLES.

**CONDITIONS:**

PROPOSAL PRICED BASED ON PLANS DATED 2/6/2023. ALLL BASE ROCK IS CLASS II RECYCLED. ALL CONSTRUCTION WATER TO COME FROM ON-SITE SOURCE PROVIDED BY GENERAL CONTRACTOR. HAULING WATER FROM OFF-SITE LOCATION IS NOT INCLUDED.

COZART BROTHERS LIC# 683849 / DIR# 1000003489 / SBE# 2022925

OUR LUMP SUM BASE BID PRICE OF \$507,500.00 INCLUDES THE FOLLOWING ITEMS:

**SITE PREP**

**CONSTRUCTION ENTRANCE/LAYDOWNS**

**22,900**

FURNISH AND INSTALL 2 CONSTRUCTION ENTRANCES.  
USE 200 TONS OF EXISTING BASE ROCK AND BUILD LAYDOWN FOR TRAILERS AND  
BUILD 50 X 100 EMPLOYEE PARKING AREA.

**CLEARING AND ROUGH GRADE**

**DEMO AND CLEARING**

**55,500**

SAWCUT AND AC PAVING LIMITS  
DEMO AND REMOVE EXISTING AC PAVING PER ICD101A.  
REMOVE ANY LEFT OVER ORGANIC SOIL FROM WITHIN STRUCTURAL LIMITS OF WORK.  
REMOVE BASE ROCK FROM FUTURE PLANTING AREAS PRIOR TO FILLS.  
EXISTING BASE ROCK TO BE SAVED AND REUSED AS POSSIBLE PORTABLE AB OR

ACCESS ROADS.

DOES NOT INCLUDE:

- DEMO OF CURBS, VALLEY GUTTERS, OR CONCRETE
- TREE AND TREE STUMP REMOVAL
- PORTABLE DEMO OR RELOCATION
- GRASS AND LANDSCAPE DEMO

155,900

**ROUGH GRADE AND EXPORT**

ROUGH GRADE ALL STRUCTURAL AREAS AND STOCKPILE EXCESS MATERIAL FOR EXPORT  
 RIP AND RECOMPACTION OF ALL FILL AREAS PRIOR TO PLACEMENT OF FILL.  
 EXPORT 230 LOADS OF EXCESS DIRT GENERATED FROM ROUGH GRADE.  
 ALL GRADING TO BE PERFORMED PER 1CG102A GRADING PLANS.

**FINISH GRADE ITEMS**

**FG AT PORTABLE 8" BASE ROCK**

RIP, RECOMPACTION AND FINISH GRADE UNDER ALL 8" CLASS II AB AT PORTABLE LOCATIONS. COMPACTION BASED ON 95% RELATIVE COMPACTION.

36,300

**FG AT AC PAVING**

FINISH GRADE AND COMPACTION AT AC PAVING SUBGRADE  
 COMPACT ALL SUBGRADE TO 95% RELATIVE COMPACTION.

20,500

**FG AT PCC FLATWORK**

FINISH GRADE AND COMPACTION AT PCC FLATWORK SUBGRADE.  
 ALL COMPACTION BASED ON 95% RELATIVE COMPACTION.  
 INCLUDES EXCAVATION OF 4" THICKENED EDGE.

10,500

**FIELD/TYPE 6 GRADING**

AFTER PORTABLES SET, CONCRETE POURED AND IMPROVEMENTS COMPLETE, COZART SHAPE AND BALANCE OPEN AREA PER CONTOURS ON 1CG102A AND SLOPE ALL AREAS TO DRAIN TO INLETS. NO COMPACTION REQUIREMENT ON OPEN AREA GRADING.

~~33,201~~

33,200

**BASE ROCK ITEMS**

**8" PORTABLE BASE ROCK**

FURNISH AND INSTALL:  
 8" OF CLASS II RECYCLED AB AT ALL PORTABLE LOCATIONS.  
 COMPACT ALL BASE ROCK TO 95% RELATIVE COMPACTION.

~~52,699~~

52,700

**BASE ROCK AT AC PAVING**

FURNISH AND INSTALL:  
 8" OF CLASS II AB AT LIGHT DUTY AC PAVING  
 9" OF CLASS II AB AT HEAVY DUTY AC PAVING  
 COMPACT ALL BASE ROCK TO 95% RELATIVE COMPACTION.

35,000

**BASE ROCK AT PCC FLATWORK**

FURNISH AND INSTALL:  
 4" CLASS II RECYCLED AB AT PCC EXTERIOR CONCRETE  
 GRADE FOR PERIMETER DEEPENED EDGE.  
 COMPACT ALL BASE ROCK TO 95% RELATIVE COMPACTION.

~~9,299~~

9,300

**AC PAVING**

**AC PAVING AND CURBING**

INSTALL TEMPORARY CURBING PER NOTE 10.  
 FURNISH AND INSTALL:

- 3.5" OF 1/2" MEDIUM AC PAVING AT ALL PAVING LOCATIONS NOTED ON 1CG102A
- ALL PAVING TO BE INSTALLED TWO LIFTS.
- DOES NOT INCLUDE
  - PRIME OIL OF BASE ROCK
  - WEED KILLER
  - SEAL COATS

60,900

ROADWAY PRICED AS DIFFERENT MOVE FROM PLUGS.

**MISC. WORK**

**ELECTRICAL TRENCH WORK**

14,800

SUBGRADE, BASE ROCK AND ASPHALT AT 1200 SF OF ELECTRICAL TRENCH WORK.  
BASED ON 95% RELATIVE COMPACTION.

INCLUDES:

9" CLASS II AB

3.5" OF 1/2" MEDIUM AC PAVING

DOES NOT INCLUDE SAWCUT

TOTAL BID:

\$507,500

Signed:  Steve Covert

Dated: 3/16/2023

Title: President/Estimator



**FRONTLINE**  
GENERAL ENGINEERING  
CONSTRUCTION INC.

# BID REVISION

Lic.:1047164 • DIR:1000634065 • MBE:2200049 • SBE:2017930

## SCUSD CHAVEZ-KEMBLE ES INC. 1 – PORTABLE RELOCATION

### Scope of Work

Frontline General Engineering Construction proposes to furnish labor, materials, and equipment to perform Site Work for the above-referenced project. This proposal is based on the scope of work shown on the drawings, specifications, bid form and the following clarifications/exclusions listed below. This proposal is contingent upon contract terms and conditions being acceptable to. Thank you for this opportunity to bid on this scope of work, and we look forward to working with you.

**Acknowledged Addendums: Addendum #1 and #2**

### Scope of Work and Cost Breakdown:

<b>1. MOBILIZATION &amp; SITE OVERHEAD</b>	<b>\$10,000.00</b>
<b>2. GRADING</b>	<b>\$190,000.00</b>
<b>3. AGGREGATE BASE</b>	<b>\$118,400.00</b>
<b>4. ASPHALT PAVING</b>	<b>\$86,843.00</b>
<b>INITIAL BASE BID</b>	<b>\$405,243.00</b>
<b>1. VISQUEEN AND WADDLES</b>	<b>\$27,000.00</b>
<b>2. DVBE SUPPLIER</b>	<b>\$8,100.00</b>
<b>3. TREE PROTECTION</b>	<b>\$20,400.00</b>
<b>4. SITE SINAGE AND STRIPING (PER SHEET 1CP102)</b>	<b>\$22,310.00</b>
<b>5. STORMWATER STAMP/PLAQUE</b>	<b>\$5000.00</b>
<b>6. PARKING SINAGE (PER SHEET 1CP102)</b>	<b>\$7,100.00</b>
<b>7. WHEEL STOPS (PER SHEET 1CP102)</b>	<b>\$5,190.00</b>
<b>UPDATED BASE BID</b>	<b>\$500,343.00</b>
<b>1. BID ALTERNATE – Provide and Maintain SWPPP for Inc 1</b>	<b>\$10,000.00</b>
<b>ALTERNATE BASE BID</b>	<b>\$510,343.00</b>

Tuesday, March 28, 2023



**FRONTLINE**  
GENERAL ENGINEERING  
CONSTRUCTION INC.

# BID REVISION

Lic.:1047164 • DIR:1000634065 • MBE:2200049 • SBE:2017930

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## Important Notes:

- AC PAVING 3.5" 8000 SF
- AC PAVING 3" 235 SF
- CLASS 2 AB 8" 680 TONS UNDER RELOCATED PORTABLES
- AB under Construction Trailers – Add \$5,000.00
- Slurry seal can be added for AC areas paved by Frontline – 8017 SF at \$16,000.00

Frontline General Engineering Construction Inc. appreciates the opportunity to bid on this scope of work and look forward to working with you on this project. Should you have any questions feel free to reach Jesus Pedroza at Office: (510) 954-0739 or Mobile: (510) 520-2464.

Best regards,

**Jesus Pedroza.**



# BID REVISION

Lic.:1047164 • DIR:1000634065 • MBE:2200049 • SBE:2017930

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## Terms and Conditions

- Release of Retention – Maximum retention shall be no more than 10% of original contract amount plus or minus adjustments for changes in scope of work. All retention shall be released upon completion of our scope of work and no retention shall be held after acceptance of our scope of work. Under no circumstances will retention be held beyond our completion and demobilization. If our scope of work is broken into two or more mobilizations due to circumstances beyond our control, retention held for work in each mobilization shall be released upon completion of the work in that mobilization.
- Delays due to acts or omissions of the owner, designer, other trades, public agencies, inclement weather beyond the norm, unavailability of materials, Civil unrest, Pandemics, acts of God, acts of the Public Enemy and all similar delays are excluded and compensable.
- Extra Work shall be performed under written direction only. Costs shall be calculated per the latest publication of the Caltrans rates. All Daily Extra Work Reports signed by any Owner or General Contractor representative, agent, employee, or assignee shall be accepted as final proof of liability for the work performed under the signed ticket.
- Frontline General Engineering Construction is an established union contractor. We are signatory to operators and laborers, and the ability to bond our projects. Please add 2% to the contract if required bonding.

## General Exclusions:

**All exclusions mentioned below are applicable unless specified otherwise in the Scope of Work or Important Notes mentioned above.**

1. All permits are excluded – we can apply for permits and pass on the cost if you need us to.
2. All design work is excluded.
3. All handling, transport, permitting, testing, and discharge or disposal of hazardous and contaminated materials and or contaminated ground water is excluded. We assume all materials to be handled are clean. We assume all materials off hauled are re-usable as “clean fill”. The soil report does not indicate that contaminated materials are present.
4. All meter fees are excluded.
5. All fees and piping for temporary construction water are excluded.



**FRONTLINE**  
GENERAL ENGINEERING  
CONSTRUCTION INC.

# BID REVISION

Lic.:1047164 • DIR:1000634065 • MBE:2200049 • SBE:2017930

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6. All erosion and sediment control work are excluded.
7. All fees and piping for construction Temp water are excluded.
8. All excavation, demolition, testing, handling, transport, and disposal of unshown underground obstructions, foundations, utilities, boulders larger than 3 ft in any dimension, and tanks are excluded.
9. All testing is excluded.
10. All handling and disposal of excess spoils generated by MEP, Landscaping and other trades is excluded. We can carry out this work if required per the unit prices quoted in the alternates.
11. All shoring of the mass excavation and structural excavations is excluded. Temporary shoring of utility trenches per OSHA during the performance of our work is included.
12. All installation, protection, and abandonment of monitoring wells is excluded.
13. All dewatering is excluded. Soils report states that no groundwater will be encountered.
14. All electrical work is excluded. All removal, relocation, installation of low and high voltage wiring, transformers, poles, and similar facilities is excluded.
15. All work on existing and new above and below ground street lighting, electroliers, luminaires, traffic and pedestrian control signaling, telemetry, CCTV and similar facilities is excluded.
16. All archaeological work and all handling of archaeological, historic, and human remains and the schedule impact of all such work is excluded.
17. All work outside of normal working hours and all overtime and holiday work is excluded.
18. All dust, noise, vibration, and other monitoring is excluded.
19. All fencing, security, guarding, and CCTV monitoring is excluded.
20. All soil stabilization, hydroseeding, winterizing is excluded. All dust control watering, stockpile covering, application of soil stabilizers, and similar measures necessary when we are not mobilized on site are excluded. We assume one mobilization to perform the work under this proposal.
21. All Cathodic protection is excluded.
22. All work shown on Plumbing, Electrical, Landscaping, plans is excluded. The grease interceptor is included.
23. All concrete structural, architectural, and flat work is excluded.



Tuesday, March 28, 2023



**FRONTLINE**  
GENERAL ENGINEERING  
CONSTRUCTION INC.

# BID REVISION

Lic.:1047164 • DIR:1000634065 • MBE:2200049 • SBE:2017930

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- 24. All Survey control and Staking is excluded.
- 25. All underground work on exterior perimeter of building -- Waterproofing, drainboard, perimeter drain, backfill, soldier beam cutting, etc. -- is excluded. Flex-Tend couplings or similar if required are excluded.
- 26. All Traffic Control is excluded.
- 27. Provision of Temp water and Portable Toilets is excluded.
- 28. Fire Water/Fire Sprinkler Design and review is excluded.
- 29. All connections to the buildings are excluded.
- 30. All Roof Drainage is excluded.
- 31. All Hydronic Pipe work is excluded.
- 32. Demolition of existing piping UNO are excluded.

If you have any questions regarding this proposal, please contact Jesus Pedroza at (510) 954 - 0739.

***Thank you for your Business.***



# Construction Bid Proposal

Lic.:1047164 • DIR:1000634065 • MBE:2200049 • SBE:2017930

## SCUSD CHAVEZ-KEMBLE ES INC. 1 – PORTABLE RELOCATION

### Scope of Work

Frontline General Engineering Construction proposes to furnish labor, materials, and equipment to perform Site Work for the above-referenced project. This proposal is based on the scope of work shown on the drawings, specifications, bid form and the following clarifications/exclusions listed below. This proposal is contingent upon contract terms and conditions being acceptable to. Thank you for this opportunity to bid on this scope of work, and we look forward to working with you.

**Acknowledged Addendums: Addendum #1 and #2**

### Scope of Work and Cost Breakdown:

1. MOBILIZATION & SITE OVERHEAD	\$10,000.00
2. GRADING	\$190,000.00
3. AGGREGATE BASE	\$118,400.00
4. ASPHALT PAVING	\$86,843.00
<b>INITIAL BASE BID</b>	<b>\$405,243.00</b>
1. VISQUEEN AND WADDLES	\$27,000.00
2. DVBE Supplier	\$8,100.00
3. TREE PROTECTION	\$20,400.00
4. ALL SITE SINAGE And Stripping	EXCLUDED
5. STORMWATER STAMP/PLAQUE	\$5,000.00
6. PARKING SINAGE – FULL ASSEMBLY	EXCLUDED
7. WHEEL STOPS – FULL ASSEMBLY	EXCLUDED
<b>UPDATED BASE BID</b>	<b>\$465,743.00</b>
1. BID ALTERNATE – Provide and Maintain SWPPP for Inc 1	\$10,000.00
<b>ALTERNATE BASE BID</b>	<b>\$475,743.00</b>

Saturday, March 25, 2023



**FRONTLINE**  
GENERAL ENGINEERING  
CONSTRUCTION INC.

## Construction Bid Proposal

**Lic.:1047164 • DIR:1000634065 • MBE:2200049 • SBE:2017930**

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### Important Notes:

- AC PAVING 3.5" 8000 SF
- AC PAVING 3" 235 SF
- CLASS 2 AB 8" 680 TONS UNDER RELOCATED PORTABLES
- AB under Construction Trailers Add \$5,000.00
- Slurry seal can be added for AC areas paved by Frontline at 8017 sf at \$16,000.00

Frontline General Engineering Construction Inc. appreciates the opportunity to bid on this scope of work and look forward to working with you on this project. Should you have any questions feel free to reach Jesus Pedroza at Office: (510) 954-0739 or Mobile: (510) 520-2464.

Best regards,

**Jesus Pedroza.**



**FRONTLINE**  
GENERAL ENGINEERING  
CONSTRUCTION INC.

## Construction Bid Proposal

Lic.:1047164 • DIR:1000634065 • MBE:2200049 • SBE:2017930

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### Terms and Conditions

- Release of Retention – Maximum retention shall be no more than 10% of original contract amount plus or minus adjustments for changes in scope of work. All retention shall be released upon completion of our scope of work and no retention shall be held after acceptance of our scope of work. Under no circumstances will retention be held beyond our completion and demobilization. If our scope of work is broken into two or more mobilizations due to circumstances beyond our control, retention held for work in each mobilization shall be released upon completion of the work in that mobilization.
- Delays due to acts or omissions of the owner, designer, other trades, public agencies, inclement weather beyond the norm, unavailability of materials, Civil unrest, Pandemics, acts of God, acts of the Public Enemy and all similar delays are excluded and compensable.
- Extra Work shall be performed under written direction only. Costs shall be calculated per the latest publication of the Caltrans rates. All Daily Extra Work Reports signed by any Owner or General Contractor representative, agent, employee, or assignee shall be accepted as final proof of liability for the work performed under the signed ticket.
- Frontline General Engineering Construction is an established union contractor. We are signatory to operators and laborers, and the ability to bond our projects. Please add 2% to the contract if required bonding.

### General Exclusions:

**All exclusions mentioned below are applicable unless specified otherwise in the Scope of Work or Important Notes mentioned above.**

1. All permits are excluded – we can apply for permits and pass on the cost if you need us to.
2. All design work is excluded.



**FRONTLINE**  
GENERAL ENGINEERING  
CONSTRUCTION INC.

## Construction Bid Proposal

**Lic.:1047164 • DIR:1000634065 • MBE:2200049 • SBE:2017930**

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3. All handling, transport, permitting, testing, and discharge or disposal of hazardous and contaminated materials and or contaminated ground water is excluded. We assume all materials to be handled are clean. We assume all materials off hauled are re-usable as "clean fill". The soil report does not indicate that contaminated materials are present.
4. All meter fees are excluded.
5. All fees and piping for temporary construction water are excluded.
6. All erosion and sediment control work are excluded.
7. All fees and piping for construction Temp water are excluded.
8. All excavation, demolition, testing, handling, transport, and disposal of unshown underground obstructions, foundations, utilities, boulders larger than 3 ft in any dimension, and tanks are excluded.
9. All testing is excluded.
10. All handling and disposal of excess spoils generated by MEP, Landscaping and other trades is excluded. We can carry out this work if required per the unit prices quoted in the alternates.
11. All shoring of the mass excavation and structural excavations is excluded. Temporary shoring of utility trenches per OSHA during the performance of our work is included.
12. All installation, protection, and abandonment of monitoring wells is excluded.
13. All dewatering is excluded. Soils report states that no groundwater will be encountered.
14. All electrical work is excluded. All removal, relocation, installation of low and high voltage wiring, transformers, poles, and similar facilities is excluded.
15. All work on existing and new above and below ground street lighting, electroliers, luminaires, traffic and pedestrian control signaling, telemetry, CCTV and similar facilities is excluded.
16. All archaeological work and all handling of archaeological, historic, and human remains and the schedule impact of all such work is excluded.
17. All work outside of normal working hours and all overtime and holiday work is excluded.
18. All dust, noise, vibration, and other monitoring is excluded.
19. All fencing, security, guarding, and CCTV monitoring is excluded.
20. All soil stabilization, hydroseeding, winterizing is excluded. All dust control watering, stockpile covering, application of soil stabilizers, and similar measures necessary when



## Construction Bid Proposal

Lic.:1047164 • DIR:1000634065 • MBE:2200049 • SBE:2017930

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we are not mobilized on site are excluded. We assume one mobilization to perform the work under this proposal.

21. All Cathodic protection is excluded.
22. All work shown on Plumbing, Electrical, Landscaping, plans is excluded. The grease interceptor is included.
23. All concrete structural, architectural, and flat work is excluded.
24. All Survey control and Staking is excluded.
25. All underground work on exterior perimeter of building -- Waterproofing, drainboard, perimeter drain, backfill, soldier beam cutting, etc. -- is excluded. Flex-Tend couplings or similar if required are excluded.
26. All Traffic Control is excluded.
27. Provision of Temp water and Portable Toilets is excluded.
28. Fire Water/Fire Sprinkler Design and review is excluded.
29. All connections to the buildings are excluded.
30. All Roof Drainage is excluded.
31. All Hydronic Pipe work is excluded.
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If you have any questions regarding this proposal, please contact Jesus Pedroza at (510) 954 - 0739.

***Thank you for your Business.***



# Construction Bid Proposal

Lic.:1047164 • DIR:1000634065 • MBE:2200049 • SBE:2017930

## SCUSD CHAVEZ-KEMBLE ES INC. 1 – PORTABLE RELOCATION

### Scope of Work

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### Scope of Work and Cost Breakdown:

<b>1. MOBILIZATION &amp; SITE OVERHEAD</b>	<b>\$10,000.00</b>
<b>2. SITE GRADING</b>	<b>\$190,000</b>
<b>3. AGGREGATE BASE</b>	<b>\$118,400</b>
<b>4. ASPHALT PAVING</b>	<b>\$86,843</b>
<b>TOTAL BASE BID</b>	<b>\$405,243.00</b>

### Important Notes:

- AC PAVING 3.5" 8,000 SF
- AC PAVING 3" 235 SF
- CLASS 2 AB 8" 680 TONS UNDER RELOCATED PORTABLES

Frontline General Engineering Construction Inc. appreciates the opportunity to bid on this scope of work and look forward to working with you on this project. Should you have any questions feel free to reach Jesus Pedroza at Office: (510) 954-0739 or Mobile: (510) 520-2464.

Best regards,



# Construction Bid Proposal

Lic.:1047164 • DIR:1000634065 • MBE:2200049 • SBE:2017930

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**Jesus Pedroza.**

## **Terms and Conditions**

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- Frontline General Engineering Construction is an established union contractor. We are signatory to operators and laborers, and the ability to bond our projects. Please add 2% to the contract if required bonding.

## **General Exclusions:**

**All exclusions mentioned below are applicable unless specified otherwise in the Scope of Work or Important Notes mentioned above.**

1. All permits are excluded – we can apply for permits and pass on the cost if you need us to.
2. All design work is excluded.
3. All handling, transport, permitting, testing, and discharge or disposal of hazardous and contaminated materials and or contaminated ground water is excluded. We assume all





**FRONTLINE**  
GENERAL ENGINEERING  
CONSTRUCTION INC.

## Construction Bid Proposal

**Lic.:1047164 • DIR:1000634065 • MBE:2200049 • SBE:2017930**

materials to be handled are clean. We assume all materials off hauled are re-usable as “clean fill”. The soil report does not indicate that contaminated materials are present.

4. All meter fees are excluded.
5. All fees and piping for temporary construction water are excluded.
6. All erosion and sediment control work are excluded.
7. All fees and piping for construction Temp water are excluded.
8. All excavation, demolition, testing, handling, transport, and disposal of unshown underground obstructions, foundations, utilities, boulders larger than 3 ft in any dimension, and tanks are excluded.
9. All testing is excluded.
10. All handling and disposal of excess spoils generated by MEP, Landscaping and other trades is excluded. We can carry out this work if required per the unit prices quoted in the alternates.
11. All shoring of the mass excavation and structural excavations is excluded. Temporary shoring of utility trenches per OSHA during the performance of our work is included.
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15. All work on existing and new above and below ground street lighting, electroliers, luminaires, traffic and pedestrian control signaling, telemetry, CCTV and similar facilities is excluded.
16. All archaeological work and all handling of archaeological, historic, and human remains and the schedule impact of all such work is excluded.
17. All work outside of normal working hours and all overtime and holiday work is excluded.
18. All dust, noise, vibration, and other monitoring is excluded.
19. All fencing, security, guarding, and CCTV monitoring is excluded.
20. All soil stabilization, hydroseeding, winterizing is excluded. All dust control watering, stockpile covering, application of soil stabilizers, and similar measures necessary when we are not mobilized on site are excluded. We assume one mobilization to perform the work under this proposal.



**FRONTLINE**  
GENERAL ENGINEERING  
CONSTRUCTION INC.

## Construction Bid Proposal

Lic.:1047164 • DIR:1000634065 • MBE:2200049 • SBE:2017930

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21. All Cathodic protection is excluded.
22. All work shown on Plumbing, Electrical, Landscaping, plans is excluded. The grease interceptor is included.
23. All concrete structural, architectural, and flat work is excluded.
24. All Survey control and Staking is excluded.
25. All underground work on exterior perimeter of building -- Waterproofing, drainboard, perimeter drain, backfill, soldier beam cutting, etc. – is excluded. Flex-Tend couplings or similar if required are excluded.
26. All Traffic Control is excluded.
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28. Fire Water/Fire Sprinkler Design and review is excluded.
29. All connections to the buildings are excluded.
30. All Roof Drainage is excluded.
31. All Hydronic Pipe work is excluded.
32. Demolition of existing piping UNO are excluded.

If you have any questions regarding this proposal, please contact Jesus Pedroza at (510) 954 - 0739.

***Thank you for your Business.***

**Lee, Jeffrey**

---

**From:** Hucik, Joe  
**Sent:** Thursday, March 16, 2023 10:45 PM  
**To:** Lee, Jeffrey; Raymond, Heidi  
**Subject:** Fwd: SCUSD Chavez-Kemble ES Inc. 1 - Portable Relocation Grading  
**Attachments:** 31.20 Earthwork and Asphalt Paving PROPOSAL - Frontline General Engineering Construction.pdf

Jeff / Heidi -

Please see attached to be uploaded to the grading scope of work for Frontline. They had issues uploading.

Thanks

Get [Outlook for Android](#)

---

**From:** Jesus Pedroza <jp@frontlinegeconstruction.com>  
**Sent:** Thursday, March 16, 2023 7:48:14 PM  
**To:** Hucik, Joe <JHucik@Balfourbeattyus.com>  
**Cc:** Samraat Gupta <samraat@frontlinegeconstruction.com>  
**Subject:** SCUSD Chavez-Kemble ES Inc. 1 - Portable Relocation Grading

External Email

Joe,

Attached is my proposal for site grading, Link for building connected was not working.

Best Regards,  
Jesus Pedroza  
Frontline General Engineering Construction, Inc.  
MAIN: 510.954.0739 | DIRECT: 510.520.2464  
[www.frontlinegeconstruction.com](http://www.frontlinegeconstruction.com)





# Construction Bid Proposal

Lic.:1047164 • DIR:1000634065 • MBE:2200049 • SBE:2017930

## SCUSD CHAVEZ-KEMBLE ES INC. 1 – PORTABLE RELOCATION

### Scope of Work

Frontline General Engineering Construction proposes to furnish labor, materials, and equipment to perform Site Work for the above-referenced project. This proposal is based on the scope of work shown on the drawings, specifications, bid form and the following clarifications/exclusions listed below. This proposal is contingent upon contract terms and conditions being acceptable to. Thank you for this opportunity to bid on this scope of work, and we look forward to working with you.

**Acknowledged Addendums: Addendum #1 and #2**

### Scope of Work and Cost Breakdown:

<b>1. MOBILIZATION &amp; SITE OVERHEAD</b>	<b>\$10,000.00</b>
<b>2. SITE GRADING</b>	<b>\$190,000</b>
<b>3. AGGREGATE BASE</b>	<b>\$118,400</b>
<b>4. ASPHALT PAVING</b>	<b>\$86,843</b>
<b>TOTAL BASE BID</b>	<b>\$405,243.00</b>

### Important Notes:

- AC PAVING 3.5" 8,000 SF
- AC PAVING 3" 235 SF
- CLASS 2 AB 8" 680 TONS UNDER RELOCATED PORTABLES

Frontline General Engineering Construction Inc. appreciates the opportunity to bid on this scope of work and look forward to working with you on this project. Should you have any questions feel free to reach Jesus Pedroza at Office: (510) 954-0739 or Mobile: (510) 520-2464.

Best regards,



**FRONTLINE**  
GENERAL ENGINEERING  
CONSTRUCTION INC.

## Construction Bid Proposal

Lic.:1047164 • DIR:1000634065 • MBE:2200049 • SBE:2017930

---

**Jesus Pedroza.**

### Terms and Conditions

- Release of Retention – Maximum retention shall be no more than 10% of original contract amount plus or minus adjustments for changes in scope of work. All retention shall be released upon completion of our scope of work and no retention shall be held after acceptance of our scope of work. Under no circumstances will retention be held beyond our completion and demobilization. If our scope of work is broken into two or more mobilizations due to circumstances beyond our control, retention held for work in each mobilization shall be released upon completion of the work in that mobilization.
- Delays due to acts or omissions of the owner, designer, other trades, public agencies, inclement weather beyond the norm, unavailability of materials, Civil unrest, Pandemics, acts of God, acts of the Public Enemy and all similar delays are excluded and compensable.
- Extra Work shall be performed under written direction only. Costs shall be calculated per the latest publication of the Caltrans rates. All Daily Extra Work Reports signed by any Owner or General Contractor representative, agent, employee, or assignee shall be accepted as final proof of liability for the work performed under the signed ticket.
- Frontline General Engineering Construction is an established union contractor. We are signatory to operators and laborers, and the ability to bond our projects. Please add 2% to the contract if required bonding.

### General Exclusions:

**All exclusions mentioned below are applicable unless specified otherwise in the Scope of Work or Important Notes mentioned above.**

1. All permits are excluded – we can apply for permits and pass on the cost if you need us to.
2. All design work is excluded.
3. All handling, transport, permitting, testing, and discharge or disposal of hazardous and contaminated materials and or contaminated ground water is excluded. We assume all



## Construction Bid Proposal

**Lic.:1047164 • DIR:1000634065 • MBE:2200049 • SBE:2017930**

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materials to be handled are clean. We assume all materials off hauled are re-usable as “clean fill”. The soil report does not indicate that contaminated materials are present.

4. All meter fees are excluded.
5. All fees and piping for temporary construction water are excluded.
6. All erosion and sediment control work are excluded.
7. All fees and piping for construction Temp water are excluded.
8. All excavation, demolition, testing, handling, transport, and disposal of unshown underground obstructions, foundations, utilities, boulders larger than 3 ft in any dimension, and tanks are excluded.
9. All testing is excluded.
10. All handling and disposal of excess spoils generated by MEP, Landscaping and other trades is excluded. We can carry out this work if required per the unit prices quoted in the alternates.
11. All shoring of the mass excavation and structural excavations is excluded. Temporary shoring of utility trenches per OSHA during the performance of our work is included.
12. All installation, protection, and abandonment of monitoring wells is excluded.
13. All dewatering is excluded. Soils report states that no groundwater will be encountered.
14. All electrical work is excluded. All removal, relocation, installation of low and high voltage wiring, transformers, poles, and similar facilities is excluded.
15. All work on existing and new above and below ground street lighting, electroliers, luminaires, traffic and pedestrian control signaling, telemetry, CCTV and similar facilities is excluded.
16. All archaeological work and all handling of archaeological, historic, and human remains and the schedule impact of all such work is excluded.
17. All work outside of normal working hours and all overtime and holiday work is excluded.
18. All dust, noise, vibration, and other monitoring is excluded.
19. All fencing, security, guarding, and CCTV monitoring is excluded.
20. All soil stabilization, hydroseeding, winterizing is excluded. All dust control watering, stockpile covering, application of soil stabilizers, and similar measures necessary when we are not mobilized on site are excluded. We assume one mobilization to perform the work under this proposal.



**FRONTLINE**  
GENERAL ENGINEERING  
CONSTRUCTION INC.

## Construction Bid Proposal

**Lic.:1047164 • DIR:1000634065 • MBE:2200049 • SBE:2017930**

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21. All Cathodic protection is excluded.
22. All work shown on Plumbing, Electrical, Landscaping, plans is excluded. The grease interceptor is included.
23. All concrete structural, architectural, and flat work is excluded.
24. All Survey control and Staking is excluded.
25. All underground work on exterior perimeter of building -- Waterproofing, drainboard, perimeter drain, backfill, soldier beam cutting, etc. – is excluded. Flex-Tend couplings or similar if required are excluded.
26. All Traffic Control is excluded.
27. Provision of Temp water and Portable Toilets is excluded.
28. Fire Water/Fire Sprinkler Design and review is excluded.
29. All connections to the buildings are excluded.
30. All Roof Drainage is excluded.
31. All Hydronic Pipe work is excluded.
32. Demolition of existing piping UNO are excluded.

If you have any questions regarding this proposal, please contact Jesus Pedroza at (510) 954 - 0739.

***Thank you for your Business.***

## Lee, Jeffrey

---

**From:** Hucik, Joe  
**Sent:** Thursday, March 16, 2023 10:45 PM  
**To:** Lee, Jeffrey; Raymond, Heidi  
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Jeff / Heidi -

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**Subject:** SCUSD Chavez-Kemble ES Inc. 1 - Portable Relocation Grading

External Email

Joe,

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Best Regards,  
Jesus Pedroza  
Frontline General Engineering Construction, Inc.  
MAIN: 510.954.0739 | DIRECT: 510.520.2464  
[www.frontlinegeconstruction.com](http://www.frontlinegeconstruction.com)





## SCUSD Chavez-Kemble ES Inc. 1 - Portable Relocation

7495 29th Street, Sacramento, CA 95822, United States of America

Sent proposal revision #2: \$500,343

Submitted Mar 28, 2023 at 10:24 AM PDT

**Frontline General Engineering Construction INC**

34519 Torrey Pine Lane, Union City, CA 94587, United States of America

Submitted on behalf of Frontline General Engineering Construction INC by Joe Hucik

### Alternates

Alternate #1: Include a bid alternate to provide and maintain SWPPP for Increment 01 as referenced in Bid RFI #15.	\$10,000
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### General Acknowledgments

Bidder acknowledges that Balfour Beatty- Clark/Sullivan, a Joint Venture is dependent on the bids to establish a GMP with the District/Owner and that Balfour Beatty is reasonably relying on the bids. Therefore, bidder promises that it will not withdraw or unilaterally alter its bid for a period of 90 days after the date set for the opening of the bids. Bidder also acknowledges that if it fails to honor any of the promises in its bid then it is foreseeable that Balfour Beatty will be injured, and therefore bidder will be responsible for any resulting damages to Balfour Beatty, including but not limited to covering the difference for Balfour Beatty to proceed with a different subcontractor.

By choosing "yes", the Bidder promises and represents that it can and will comply that they cannot add any exclusions, markups, etc. to the subcontract agreement included in the bid docs under Document 01304 Sample Long Form Subcontract or any other contract document listed in the bid manual.

Are you utilizing any DVBE subcontractors?

Is bidder DVBE certified?

By choosing "yes", the Bidder promises and represents that they have received notification and will comply with Addendums #1 and #2.

By choosing "yes", the Bidder promises and represents that it can and will comply with the Project Labor Agreement (PLA) upon award.

By choosing "yes", the Bidder promises and represents that it can and will comply with the Insurance Requirements for this project upon award.

Is the bidder prequalified with Balfour Beatty Construction, LLC?

By choosing "yes", the Bidder promises and represents that it can and will comply with the Front End and District Documents upon award.

By choosing "yes", the Bidder promises and represents that it can and will comply with the Bid Package in its entirety; Exhibit B, B1, B2 and B3 upon award.

Contractors License number?

License Classification?

DIR Registration number?

EMR Rate?

By choosing "yes", the Bidder promises and represents that it can and will comply with this project utilizing LCP Tracker upon award.

By choosing "yes", the Bidder promises and represents that it can and will comply with this project utilizing Textura (cost to subcontractor .22% of contract value, not to exceed \$5,000) upon award.

### Bond Information

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**SCUSD Chavez-Kemble ES Inc. 1 - Portable Relocation**

7495 29th Street, Sacramento, CA 95822, United States of America

---

Performance and Payment Bond Rate - only if total bid is over \$100,000 (Not to be included with bid price above)

**Certifications**




Do you represent a certified minority business?

**Additional Information**

**Notes**

Revised proposal uploaded on behalf of Frontline General Engineering Construction, subcontractor had issues on upload. JH 3/27/23

**Attachments**

-  PROPOSAL - Frontline Gene... (374 KB)
-  31.20 Earthwork and Asphalt... (236 KB)
-  BID REVISION - 31.20 Earth... (862 KB)



## EXHIBIT B-3: 31.20 EARTHWORK, ASPHALT PAVING PROJECT-SPECIFIC SCOPE OF WORK

### GENERAL TERMS

"Work" items listed in this section are for clarification only and are not intended to be a comprehensive list of inclusions. It is the responsibility of each bidder to include and or provide all costs for labor, supervision, material, equipment, detailing, hoisting, scaffolding, tools, rigging, engineering, permits, fees, applicable taxes, insurance fees, warranties, guarantees, and any facilities necessary to complete the work of their Bid Package(s).

The "Work" includes, but is not limited to, other related Contract Documents, which are specific requirements for this scope of work, including drawings, specifications, Exhibits, Pre-Bid RFI Log(s), Project Manual exhibits, and revisions included in the addenda.

Each Subcontractor shall reference Exhibit B.1 RESPONSIBILITY MATRIX for a general listing of specifications, special provisions, and contract responsibilities associated with this and other scopes.

### EARTHWORK, ASPHALT PAVING

- 31.20.001 Provide compacted crushed rock at the trailer yard location and at site parking as identified on the logistics plan.
- 31.20.002 Remove all plants, shrubs, existing vegetation, and irrigation systems as needed to complete new work as identified in the contract documents, similar to demolition note 1 on 1CD101A.
- 31.20.003 Sawcut and remove existing asphalt paving and base aggregate to provide for new construction as identified in the contract documents, similar to demolition note 3 on 1CD101A.
- 31.20.004 Protect all existing trees to remain, similar to demolition note 12 on 1CD101A. to provide
- 31.20.005 Remove existing trees and root systems as required for new construction, similar to demolition note 13 on 1CD101A. Include removal also at the trailer location.
- 31.20.006 Protect existing utility boxes to remain, similar to demolition note 17 on 1CD101A.
- 31.20.007 Backfill any voids created by this scope of work or others as identified on the Site Demolition and Utility Demolition plans per the grading specifications. This includes but is not limited to backfilling and the compaction of demoed footings, fence posts, tree stumps, curbs, block walls, demoed utility lines, etc., similar to notes identified on 1CD101A & 1CD102A.
- 31.20.008 Provide 2 stabilized construction entrances for INC 01.
- 31.20.009 Provide splash blocks at downspouts and set flush with grade, similar to 16/1CS502. Include coordination for splash blocks at downspouts associated with Lunch Shelter and as needed at shade structures.
- 31.20.010 Provide splash blocks at Bard unit condensate details, similar to 3/1PS501.
- 31.20.011 Provide all striping and painting of curbs as identified in the contract documents. excluded



**EXHIBIT B-3: 31.20 EARTHWORK, ASPHALT PAVING  
PROJECT-SPECIFIC SCOPE OF WORK**

- 31.20.012 Provide all site signage, including but not limited to handicap parking signage, etc. **excluded**
- 31.20.013 Provide and install stormwater stamp/plaque, similar to 13/1CS502. **excluded**
- 31.20.014 Include irrigation demolition as noted on Irrigation Demolition note on ICD102A, cap and safe off to be provided by others. **In Demo number - provide breakout cost from demo number**
- 31.20.015 Include tree demo at trailer locations identified on Site Logistics Plan. Issue RFI confirming tree demo upon Subcontract issuance. **Excluded - in demo number**
- 31.20.016 Dig four 4 pits at each modular unit for the portable moving company to lift each building. The portable moving company to lay out pits.
  - a. Assume (4) 30"x30"x 18" deep pits at each relocated portable.
  - b. Assume 26 relocated portables.
  - c. Include backfill and compaction of holes once portables have been relocated.
- 31.20.017 Provide grading and compaction as needed to receive relocated portables and pre-manufactured ramps, landings, and stairs. Coordinate grades with finish elevations of portable finish floor elevations and the pre-manufactured ramps, landings, and stairs.
- 31.20.018 Provide all parking signage, inclusive of footings and sign sleeves, for a full assembly. Similar to site details on 1CS501 and 2CS502. **Excluded**
- 31.20.019 Provide all wheel stops for a full assembly. Similar to site details on 17 & 18 on 1CS501 and 2CS502. **Exclud**
- 31.20.020 Cut in new curbs at paving associated with new Trash Enclosure, similar to 8/1AS501.
- 31.20.021 Protect existing services and structures as needed to complete this scope of work.
- 31.20.022 Provide off haul of spoils for this scope of work. **Exporting 500CY in BP - independent from other bid packages**
- 31.20.023 Provide maintenance of site BMPs provided by others as needed for this scope of work as part of the base bid.
- 31.20.024 Include patch back of asphalt at the new electrical trench. (Pre-Bid RFI #11) (Added per Addendum #2)**

**ALTERNATE:** Excluded

- 1. Include a bid alternate to provide and maintain SWPPP for Increment 01 as referenced in Bid RFI #15. (Added per Addendum #2)**

**THE ENTIRE SUBCONTRACTOR SCOPE OF WORK INCLUDES THE FOLLOWING EXHIBITS:**

**EXHIBIT B: ALL TRADES**

**EXHIBIT B-1: PROJECT RESPONSIBILITY MATRIX**

**EXHIBIT B-2: TRADE-SPECIFIC SCOPE OF WORK**

**EXHIBIT B-3: PROJECT-SPECIFIC SCOPE OF WORK**

Excludes soil testing, to provide

	Included	Included	Included
ting Spoils			
& Sealant	\$1,800	\$1,800	
	\$2,177	\$2,046	
<b>S</b>	<b>\$12,950</b>	<b>\$0</b>	
Provide and install mow strip per 17 (NOT INCLUDED)	\$24,500	\$76,000	
<b>TEMS</b>	<b>\$12,950</b>	<b>\$0</b>	
ctions of Rolled Curb for in Entrances	\$6,300	Included	Included
athway @ Construction Trialer	\$6,650	Included	Included
ish Enclosure (NOT INCLUDED)	\$5,065	Excluded	Excluded
<b>Bid Total</b>	<b>\$162,012</b>	<b>\$189,762</b>	

**ACKNOWLEDGMENTS**

pledges that Balfour Beatty- , a Joint Venture is dependent on establish a GMP with the and that Balfour Beatty is lying on the bids. Therefore, bidder it will not withdraw or unilaterally a period of 90 days after the date opening of the bids. Bidder also ; that if it fails to honor any of the ; bid then it is foreseeable that ; will be injured, and therefore responsible for any resulting Balfour Beatty, including but not bearing the difference for Balfour eed with a different subcontractor.	YES	YES	YES
'yes", the Bidder promises and it it can and will comply that they ly exclusions, markups, etc. to the greement included in the bid docs ent 01304 Sample Long Form r any other contract document d manual.	YES	YES	NO
ing any DVBE subcontractors?	NO	NO	NO
E certified?	NO	NO	NO
yes", the Bidder promises and at they have received notification ly with Addendums #1 and #2.	YES	YES	YES
yes", the Bidder promises and it it can and will comply with the Agreement (PLA) upon award.	YES	YES	YES
yes", the Bidder promises and at it can and will comply with the quirements for this project upon	YES	YES	YES
requalified with Balfour Beatty LLC?	YES	YES	YES
yes", the Bidder promises and at it can and will comply with the l District Documents upon award.	YES	YES	YES
yes", the Bidder promises and at it can and will comply with the Bid entirety; Exhibit B, B1, B2 and B3	YES	YES	NO
cence number?	799357	596214	429445
ification?	a, c-8	b, c-8	C-8
on number?	1000000503	1000037208	1000000641
	.86	.87	.80
yes", the Bidder promises and at it can and will comply with this g LCP Tracker upon award.	YES	YES	YES
yes", the Bidder promises and at it can and will comply with this g Textura (cost to subcontractor act value, not to exceed \$5,000)	YES	YES	YES

**INFORMATION**

**SCUSD Chavez-Kemble ES Inc. 1 - Portable Relocation**

7495 29th Street, Sacramento, CA 95822, United States of America

Sent proposal revision #2: \$143,655

Submitted Mar 24, 2023 at 12:57 PM PDT

**Big B Construction**

Valley Springs, 95252, United States of America

Tanner Erickson | Project Manager | +1 209-786-9809 | +1 209-419-4658 | tanner@bigb-inc.com

**Alternates**

Alternate #1: Provide and install mow strip per 17 on 1A5501	\$24,500
<b>ADDITIONAL ITEMS:</b>	
2 ea - 30' sections of Rolled Curb for Construction Entrances	\$6,300
Concrete Pathway @ Construction Trialer	\$6,650
Slab @ Trash Enclosure	\$5,065

**General Acknowledgments**

Bidder acknowledges that Balfour Beatty- Clark/Sullivan, a Joint Venture is dependent on the bids to establish a GMP with the District/Owner and that Balfour Beatty is reasonably relying on the bids. Therefore, bidder promises that it will not withdraw or unilaterally alter its bid for a period of 90 days after the date set for the opening of the bids. Bidder also acknowledges that if it fails to honor any of the promises in its bid then it is foreseeable that Balfour Beatty will be injured, and therefore bidder will be responsible for any resulting damages to Balfour Beatty, including but not limited to covering the difference for Balfour Beatty to proceed with a different subcontractor.	Yes
By choosing "yes", the Bidder promises and represents that it can and will comply that they cannot add any exclusions, markups, etc. to the subcontract agreement included in the bid docs under Document 01304 Sample Long Form Subcontract or any other contract document listed in the bid manual.	Yes
Are you utilizing any DVBE subcontractors?	No
Is bidder DVBE certified?	No
By choosing "yes", the Bidder promises and represents that they have received notification and will comply with Addendums #1 and #2.	Yes
By choosing "yes", the Bidder promises and represents that it can and will comply with the Project Labor Agreement (PLA) upon award.	Yes
By choosing "yes", the Bidder promises and represents that it can and will comply with the Insurance Requirements for this project upon award.	Yes
Is the bidder prequalified with Balfour Beatty Construction, LLC?	Yes
By choosing "yes", the Bidder promises and represents that it can and will comply with the Front End and District Documents upon award.	Yes

### SCUSD Chavez-Kemble ES Inc. 1 - Portable Relocation

7495 29th Street, Sacramento, CA 95822, United States of America

By choosing "yes", the Bidder promises and represents that it can and will comply with the Bid Package in its entirety; Exhibit B, B1, B2 and B3 upon award. Yes

Contractors License number? 799357

License Classification? a, c-8

DIR Registration number? 1000000503

EMR Rate? .86

By choosing "yes", the Bidder promises and represents that it can and will comply with this project utilizing LCP Tracker upon award. Yes

By choosing "yes", the Bidder promises and represents that it can and will comply with this project utilizing Textura (cost to subcontractor .22% of contract value, not to exceed \$5,000) upon award. Yes

#### Bond Information

Performance and Payment Bond Rate - only if total bid is over \$100,000 (Not to be included with bid price above) 1.50 %

#### Certifications

Do you represent a certified minority business? No

#### Additional Information

**Notes** Please see attached Revised Pricing

#### Attachments

 -REVISED--LETTER-KEMBL... (86 KB)

# BIG B CONSTRUCTION, INC.

PO Box 700 Valley Springs, CA. 95252

PHONE: (209) 786-9809

FAX: (209) 817-8514

\*\*\*\*\* ESTIMATING DEPARTMENT\*\*\*\*\*

\*\*\*\*\*PROPOSAL\*\*\*\*\*

We are a Cal-Trans Certified Small Business

We are Federally Recognized Woman Owned Small Business

DIR# 100000503

Bid Date 03-16-2023

Revision Date 03-24-2023

## RE: Kemble-Chavez ES Portable Relocation INC. 1, Sacramento Ca. Concrete Proposal

Addendums Noted 2

To Whom It May Concern:

We are pleased to quote to you on the above-mentioned project. We will furnish all material, equipment, and labor to complete the following scope of work.

1. Layout of our work from surveyed corners, grid lines, and elevations (survey by others).
2. We include excavation of structural footings with spoils off-hauled.
3. We have included installation of embedded misc. metals and HSS bolt sets (all furnished by others with templates and holes for proper securing).
4. Sub grades to be plus or minus .05 of a foot prior to BCCI.
5. Our site includes 6" vertical curb per 5/1CS501, 4" thick walks per 1/1CS501, 12" x 12" curb @ trash enclosure, 18" wide concrete mow strips per 3/1AS501, and foundations for 1 - 30' x 40' lunch structure with 6 ea 6' 4" SQ. x 2' deep spread footings, and 2 - 20' x 20' shade structure (4 columns per structure 18" dia. 4' deep, unreinforced), 2ea- 4" dia. x 6' long bollards.
6. We have also included an add for 153 lf of 4' wide x 4" thick unreinforced concrete walks to the construction/first aid trailers.
7. We have included an add price for 30 LF of Sacramento County Standard 4-30 Type 1A rolled curb in 2 locations for Jobsite Access.
8. We have included 352 SF of 4" thick unreinforced concrete @ the trash enclosure.
9. All concrete to be grey with a medium broom finish.
10. Per paving legend all flatwork is to be unreinforced.
11. We have included the furnish and install of reinforcement in vertical curbs and lunch structure foundations.
12. We have included a spray-on, membrane forming cure for all flat work.
13. All work to be completed in 1 mobilization.
14. If bollard price is accepted all bollards must be drilled with shade structure foundations.
15. If this proposal is accepted it is agreed that all inclusions, exclusions, and requirements are also accepted regardless of prime contract verbiage.

	<b>Total</b>	<b>\$ 143,655.00</b>
<b>Add Alt for Fence Mow Curbs along Loma Verde Way</b>	<b>\$</b>	<b>24,500.00</b>
<b>Add for 2 ea. 30' Sections of Type 1A Rolled Curb</b>	<b>\$</b>	<b>6,300.00</b>
<b>Add for Concrete 4' Walks to Construction Trailer/First Aid</b>	<b>\$</b>	<b>6,650.00</b>
<b>Add for 4" Thick Concrete Slab Inside Curbs @ Trash Enclosure</b>	<b>\$</b>	<b>5,065.00</b>

Exclusions: permits, fees, testing, backfill, base rock/gravel under all concrete, footing and pad compaction, misc. metals, embedded items, painting of bollards, fence and gate concrete, demolition, hardeners, sealants, sealers, shrinkage crack repairs, repairs due to slab on grade heaving and curling, dewatering, vehicular and pedestrian traffic control, protection after initial application of cure, and any items not mentioned in above scope. **Please note requirements on page #2.**

"AND THIS IS NO HOBBY."

License # 799357

2 of 2



# BIG **B** CONSTRUCTION, INC.

P.O. Box 700 Valley Springs, Ca 95252

PHONE: (209) 786-9809

FAX: (209) 817-8514

CONTRACTOR'S LICENSE # 799357

**Big B Construction, Inc. is signatory with the Carpenters, Laborers, and Cement Masons local unions. We are certified small business with the State of California (#41829), and Certified Woman Owned Small Business (#59DP9). We have a bond rate of 1.5%. We are fully insured and perform all prevailing wage and public works projects with certified payrolls submitted weekly.**

## **Contractors Use of Bid Constitutes Acceptance of Requirements and Conditions**

### **Terms and Conditions**

The following are express conditions incorporated by reference into all bids and/or proposals by Big B Construction Inc. (BBCI). Acceptance is the use of BBCI's bid by the Contractor in its bid to the Owner and which contributes to the award of contract to the Contractor. Acceptance constitutes agreement to each item contained herein. Any other terms and conditions in future documents or agreements inconsistent with these terms and conditions are void and unenforceable.

### **Rights and Responsibilities of BBCI**

1. Bids and/or proposals are revoked after the fifteenth day from the date of submission, unless (a) the recipient protects the quote by notifying BBCI of acceptance, or (b) BBCI agrees in writing to extend this period.
2. Bids and/or proposals by BBCI are based on normal 8-hour days and 5-day work weeks.
3. BBCI reserves the right to discontinue placement where it deems necessary because of safety concerns or actual or forecasted adverse weather conditions. In the event that Contractor requires BBCI to commence or continue placement against recommendations, BBCI will not be responsible for additional labor, damage to or repair of work that may result.
4. BBCI agrees to indemnify, defend, and save Contractor harmless from BBCI's proportionate share of liability caused by BBCI's acts or omissions on the job site, as determined by (a) agreement of the parties, (b) the findings of a duly constituted arbitrator, or (c) a court of competent jurisdiction.
5. BBCI is not responsible for damage to underground utilities during excavations unless identified and disclosed to BBCI.

### **Responsibilities of Contractor**

6. Provide three full, complete, and accurate sets of plans and specifications, including all changes to contracts, specifications and drawings.
7. Provide all risk property insurance acceptable to BBCI.
8. Provide payment of bonding premium prior to the commencement of work if required.
9. Provide engineered staking of project site.
10. For BBCI labor and equipment, provide sufficient all-weather access to and within the project site (including, without limitation, the performance of grading or other work necessary for the erection of panels, if required by the contract).
11. Provide adequate areas for BBCI job trailer and material storage.
12. Provide access to work areas, including ladders or stairs, sufficient space for labor and equipment, access gates, unencumbered work areas as needed to efficiently complete work safely per OSHA requirements.
13. Provide water, power, and sanitary facilities at locations convenient to the job.
14. Provide dust control, dewater, and removal of rainwater, and other services necessary for BBCI's operations on site, including damages caused by weather that affect the site.
15. Provide vehicle wash down area to keep streets clean.
16. Provide wash-out area for concrete trucks and pumps.
17. Provide handling and removal of any hazardous materials encountered in any work of BBCI.
18. Provide dumpster and off-haul for construction debris removal at no cost to BBCI.
19. Provide Mutually Agreed upon schedules. Provide BBCI with Contractor's project schedules and updates in native electronic format as they are developed during the course of the project.

It is understood that our bid/proposal number is based upon these terms and conditions. If this proposal is accepted it is agreed that all inclusion, exclusions and requirements are also accepted regardless of prime contract verbiage. (Revised 6/29/2021)

EXISTING WALKS  
TO REMAIN

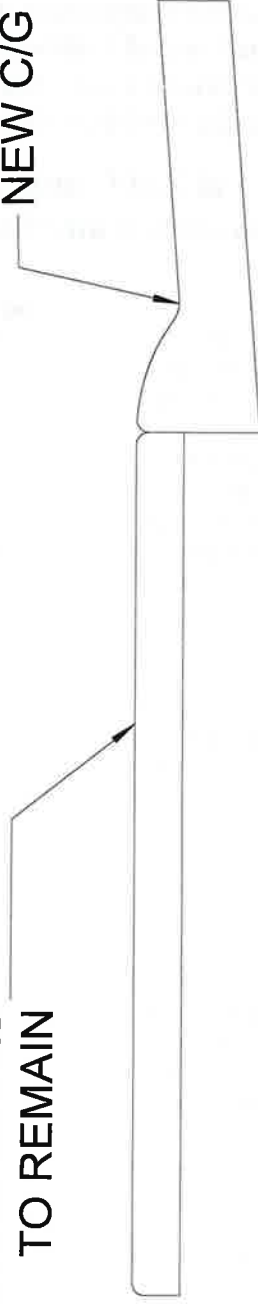
EXISTING C/G  
TO BE DEMOE



EXISTING CONDITION @ CITY SIDEWALK SACRAMENTO COUITY STANDARD 4-30 TYPE 2 C/G

EXISTING WALKS  
TO REMAIN

NEW C/G



PROPOSED CHANGE TO SACRAMENTO COUNTY STANDARD 4-30 TYPE 1A CURB

APPROXIMATELY 30' @  
2 LOCATIONS



TITLE

KEMBLE CHAVEZ PROPOSED CURB CHANGE  
@ 2 LOCATIONS FOR CONSTRUCTION ACCESS

SIZE CAGE CODE DWG NO

A

SCALE

SHEET

3/23/2023



**SCUSD Chavez-Kemble ES Inc. 1 - Portable Relocation**

7495 29th Street, Sacramento, CA 95822, United States of America

Sent proposal revision #1: \$185,916

Submitted Mar 24, 2023 at 12:21 PM PDT

**Starch Concrete Inc**

3191 Luyung Drive, Rancho Cordova, CA 95742, United States of America

Denny Mann estimating@starchconcrete.com | Vice President | (916) 836-8889 x108 | dmann@starchconcrete.com

**Alternates**

Alternate #1: Provide and install mow strip per 17 on 1AS501 \$76,000

**General Acknowledgments**

Bidder acknowledges that Balfour Beatty- Clark/Sullivan, a Joint Venture is dependent on the bids to establish a GMP with the District/Owner and that Balfour Beatty is reasonably relying on the bids. Therefore, bidder promises that it will not withdraw or unilaterally alter its bid for a period of 90 days after the date set for the opening of the bids. Bidder also acknowledges that if it fails to honor any of the promises in its bid then it is foreseeable that Balfour Beatty will be injured, and therefore bidder will be responsible for any resulting damages to Balfour Beatty, including but not limited to covering the difference for Balfour Beatty to proceed with a different subcontractor. Yes

By choosing "yes", the Bidder promises and represents that it can and will comply that they cannot add any exclusions, markups, etc. to the subcontract agreement included in the bid docs under Document 01304 Sample Long Form Subcontract or any other contract document listed in the bid manual. Yes

Are you utilizing any DVBE subcontractors? No

Is bidder DVBE certified? No

By choosing "yes", the Bidder promises and represents that they have received notification and will comply with Addendums #1 and #2. Yes

By choosing "yes", the Bidder promises and represents that it can and will comply with the Project Labor Agreement (PLA) upon award. Yes

By choosing "yes", the Bidder promises and represents that it can and will comply with the Insurance Requirements for this project upon award. Yes

Is the bidder prequalified with Balfour Beatty Construction, LLC? Yes

By choosing "yes", the Bidder promises and represents that it can and will comply with the Front End and District Documents upon award. Yes

By choosing "yes", the Bidder promises and represents that it can and will comply with the Bid Package in its entirety; Exhibit B, B1, B2 and B3 upon award. Yes

Contractors License number? 596214

License Classification? b, c-8

DIR Registration number? 1000037208

Bid Proposal: Concrete Paving

**SCUSD Chavez-Kernble ES Inc. 1 - Portable Relocation**

7495 29th Street, Sacramento, CA 95822, United States of America

EMR Rate? .87 Yes

By choosing "yes", the Bidder promises and represents that it can and will comply with this project utilizing LCP Tracker upon award.

By choosing "yes", the Bidder promises and represents that it can and will comply with this project utilizing Textura (cost to subcontractor .22% of contract value, not to exceed \$5,000) upon award. Yes


**Bond Information**

Performance and Payment Bond Rate - only if total bid is over \$100,000 (Not to be included with bid price above) 1.10 %

**Certifications**

Do you represent a certified minority business? No

**Attachments**

 SCUSD Chavez-Kernble ES ... (341 KB)

structural  
**STARCH CONCRETE INC.**  
architectural

DATE: March 16, 2023

Balfour Beatty Construction  
Attention: Joe Hucik

RE: SCUSD Chavez-Kembel ES Inc. 1 - Proposal for Site Concrete

We propose to provide a structural concrete scope for the project referenced above.

**BASE BID TOTAL (SITE):** **\$ 261,916.00**

Included in our base bid are the following items (values for accounting purposes only)

- Furnish and Install Reinforcing at Trash Enclosure and all flatwork, shade structure foundations.

- Shade Structure Foundations complete
- Electrical Pads
- Bollards (2EA)
- Sidewalks and paving areas including subbase, 4" compacted Class II A subbase, Approx. 3,430 SF (which includes approx. 640SF of walkways with subgrade to and from the site trailers to adjacent walkways with drilling and dowelling, and expansion joints with snap cap, truncated domes.
- Trash Enclosure and concrete apron/curbs, CMU foundations, set two each gate post footings.
- Approx. 2 man days per location of new entrances at city sidewalks to address thickening of slab, rolled curb, sack and patch etc.
- Included in the above pricing is approx. 1,857 LNFT of mow curb per detail 17/1AS501 at a value of \$76,000.00 (included in base bid).
- Off Haul of footing spoils included (approx. 20 yards)

The following pages contain our qualifications and assumptions.

We appreciate the opportunity to offer our proposal, and we look forward to working with you on this project.

Sincerely,

Denny Mann  
Starch Concrete  
PH: 916-546-6493  
EM: [dmann@starchconcrete.com](mailto:dmann@starchconcrete.com)

3191 LUYUNG DRIVE, RANCHO CORDOVA, CALIFORNIA 95742  
TELEPHONE: 916.836.8889 FACSIMILE: 916.836.8886  
CA LICENSE NO. 596214 | NV LICENSE NO. 0083299 | WA LICENSE NO. STARCCI823MP | SBE NO. 2002008  
[WWW.STARCHCONCRETE.COM](http://WWW.STARCHCONCRETE.COM)

### **QUALIFICATIONS:**

1. Addenda 1-2.
2. CAD files must be supplied to Starch Concrete by the General Contractor within (10) days of contract date
3. Retention at 5%, paid within 60 calendar days of Starch's work substantially complete.
4. Starch will indemnify to extent of its negligence only.
5. This proposal is valid for a period of 10 calendar days. No price guarantee exists beyond this period of time.
6. If this project contains an OCIP or CCIP policy, Starch reserves the right to adjust our proposed price upon detailed review of the policy and deductible stipulations. OCIP/CCIP credits will be at cost without markup.

### **SCHEDULE & LOGISTICS:**

1. We assume our work will begin approximately May 2023 and be complete by approximately August 2023.
2. Starch work to occur during normal working hours, Monday – Friday.
3. We assume a project schedule and sequence will be mutually created and agreed upon.
4. General Contractor to provide at no cost to Starch Concrete:
  - o Surveyed building corners, column lines and benchmark elevations as mutually agreed.
  - o Mutually agreed pump/ready mix truck access and laydown/fabrication space for our work.
  - o Clean, compacted, safe and illuminated access to work areas for personnel and equipment.
  - o Dumpsters and dump fees (for all debris except concrete).
  - o Parking, sanitary toilets, power & water within reasonable distance to work area.
  - o Hoisting (unless specifically included above).
  - o Locate, scanning and marking of existing utilities, and safe-off prior to our work.
  - o Pre-pour back-checks of embedded items. Layout of hold-downs and anchor bolts.
  - o Timely FF/FL testing reports for all poured slabs, conducted within 72 hours per ACI & ASTM.
  - o Timely testing reports for cylinder breaks.
  - o All risk insurance acceptable to Starch, including deductibles.
  - o Costs for testing of in-place work found to be in compliance with the contract documents and ACI. Starch will take proportional financial responsibility for out of compliance work.
  - o Traffic control, lane closures, street sweeping, dust control, pedestrian protection.

### **BASE BID EXCLUSIONS:**

1. Excavation beyond normal backhoe operations in clean suitable soil – blasting, drilling, contaminated soils, etc. is excluded.
2. Mass excavation and backfill by others.
3. Any costs or accommodations for 'hot' or contaminated soils.
4. Certified, compacted subgrade to within 1/10th foot (overall average neat) by others.
5. Over-excavation and engineered or lean concrete fill.
6. Dewatering and/or mucking.
7. Costs for adverse weather conditions cold/heat/wind/rain/snow.
8. Any mechanically attached items (i.e., expansion anchors, drilled/epoxied, etc.) not specifically included above.
9. Mock-ups.
10. Layout, documented pre- and post-pour backchecks of framing bolts, hold-downs are by others.
11. Caulking or joint sealants.
12. Floor sealers, hardeners, or special treatments of concrete.
13. Waterproofing additives or cementitious waterproofing coating.
14. Water cure.
15. Accommodations for waterproofing systems beyond class B offsets or SF-2.0 patching per ACI 347.
16. Any shoring or bracing of excavations, walls or other elements for backfill.
17. MEP sleeves, conduits or anchors. Layout for same.
18. Requirements to leave formwork in place beyond timelines in ACI 347.
19. Costs for AB219 compliance.
20. Moisture testing and mitigation is by others.
21. Termite spraying.

22. Floor sealers, polishing, hardeners or special treatments of concrete.
23. Charges for standby or overtime for others on site when Starch is working after hours.
24. Repair of cracking, curling, deflection or other naturally occurring effects borne by concrete construction.
25. Indemnity or damages beyond Starch's proportion of direct responsibility. Type 1 or Broad Form Indemnity language.
26. Use of equipment or equipment takeover by others, in event of default or otherwise.
27. Use of ladders by anyone other than Starch Concrete unless release form has been executed in writing.
28. Pay-if-paid clauses.
29. Pollution liability, errors/omissions or professional liability insurance.
30. OCIP/CCIP credits will not include any overhead or profit.
31. All sitework to be performed in (2) move-in. Additional move-ins as mutually agreed will incur additional cost.
32. Utility locating and marking is by others prior to start of Starch's crews arriving on site and transferred/re-marked as necessary throughout our work duration.
33. Hubs in, civil elevations and cut sheets for all sitework due from surveyor prior to Starch crews arriving on site.
34. Light pole bases.
35. Footings/bases for signage, fences, handrails, charging stations, satellite dishes, solar panels, bike racks, etc. unless specifically included above.
36. All colored concrete. Concrete to be of natural grey color.
37. Precast concrete, wheel stops, glued-on and/or doweled-on curbs.
38. All CMU walls, fill, caps, layout, etc.
39. Redwood or other lumber header or edging boards.
40. All flatwork to be broom finish. Special finishes (sandblasting, salted, stamped, textured, exposed agg, etc.) excluded.

We appreciate the opportunity to provide pricing on this project. Please don't hesitate to contact me with any questions.

Sincerely,  
STARCH CONCRETE, INC.

Denny Mann  
Estimator



## SCUSD Chavez-Kemble ES Inc. 1 - Portable Relocation

7495 29th Street, Sacramento, CA 95822, United States of America

Sent proposal: \$279,353

Submitted Mar 16, 2023 at 1:46 PM PDT

**Concrete North**

10274 Iron Rock Way, Elk Grove, CA 95624, USA

shawn daniel | Estimator | +1 209-745-7400 | shawn@concretenorth.net



### Alternates

Alternate #1: Provide and install mow strip per 17 on 1AS501	\$135,987
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### General Acknowledgments

Bidder acknowledges that Balfour Beatty- Clark/Sullivan, a Joint Venture is dependent on the bids to establish a GMP with the District/Owner and that Balfour Beatty is reasonably relying on the bids. Therefore, bidder promises that it will not withdraw or unilaterally alter its bid for a period of 90 days after the date set for the opening of the bids. Bidder also acknowledges that if it fails to honor any of the promises in its bid then it is foreseeable that Balfour Beatty will be injured, and therefore bidder will be responsible for any resulting damages to Balfour Beatty, including but not limited to covering the difference for Balfour Beatty to proceed with a different subcontractor.	Yes
---	-----

By choosing "yes", the Bidder promises and represents that it can and will comply that they cannot add any exclusions, markups, etc. to the subcontract agreement included in the bid docs under Document 01304 Sample Long Form Subcontract or any other contract document listed in the bid manual.	No
---	----

Are you utilizing any DVBE subcontractors?	No
--	----

Is bidder DVBE certified?	No
---------------------------	----

By choosing "yes", the Bidder promises and represents that they have received notification and will comply with Addendums #1 and #2.	Yes
--	-----

By choosing "yes", the Bidder promises and represents that it can and will comply with the Project Labor Agreement (PLA) upon award.	Yes
--	-----

By choosing "yes", the Bidder promises and represents that it can and will comply with the Insurance Requirements for this project upon award.	Yes
--	-----

Is the bidder prequalified with Balfour Beatty Construction, LLC?	Yes
---	-----

By choosing "yes", the Bidder promises and represents that it can and will comply with the Front End and District Documents upon award.	Yes
---	-----

By choosing "yes", the Bidder promises and represents that it can and will comply with the Bid Package in its entirety; Exhibit B, B1, B2 and B3 upon award.	No
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Contractors License number?	429445
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License Classification?	C-8
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DIR Registration number?	1000000641
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## SCUSD Chavez-Kemble ES Inc. 1 - Portable Relocation

7495 29th Street, Sacramento, CA 95822, United States of America

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EMR Rate? .80

By choosing "yes", the Bidder promises and represents that it can and will comply with this project utilizing LCP Tracker upon award. Yes

By choosing "yes", the Bidder promises and represents that it can and will comply with this project utilizing Textura (cost to subcontractor .22% of contract value, not to exceed \$5,000) upon award. Yes

### Bond Information

Performance and Payment Bond Rate - only if total bid is over \$100,000 (Not to be included with bid price above) 1 %

### Certifications

Do you represent a certified minority business? No

### Additional Information

#### Notes

Good Afternoon Joe,

Thank you for allowing us to give you a price for the SCUSD Chavez-Kembel ES Inc. 1 project. I have attached our proposal and if you have any questions please feel free to contact us. also please note our exclusion at the end of you proposal.

Thank you,

Shawn

### Attachments

 SCUSD Chavez-Kemble ES ... (262 KB)

10274 Iron Rock Way  
Elk Grove, CA 95624  
Office 209.745.7400  
Fax 209.745.7477  
CCL# 429445  
DIR# 1000000641



**Attn:** Estimating

**From:** Shawn Daniel  
**Email:** Shawn@concretenorth.net  
**Direct:** 209-745-7400  
**Project:** SCUSD Chavez-Kemble ES INC 1  
**City:** Sacramento, CA  
**Date:** 3/16/2023

Concrete North proposes to furnish all labor; material and equipment to complete the concrete scope of work for the above referenced project per this proposal for the lump sum prices of:

**Site Work – Rebar Excluded..... \$ 279,353.00**

- Furnish and set in place crushed rock for job site trailers (approx. 2,037 SF)
- Form, place, and finish 4" temporary sidewalk (approx. 1,794 SF)
- Form, place, and finish 4" adjusted city sidewalk (approx. 505 SF)
- Form, place, and finish 4" ADA ramp (approx. 134 SF)
- Form, place, and finish 4" walkways (approx. 2,625 SF)
- Form, place, and finish 6" trash enclosure slab (approx. 454 SF)
- Excavate, and set in place bollards (install only, furnished by other) (approx. 2 EA)
- Excavate, and set in place shade structure footings (install only, furnished by other) (approx. 3 EA)

**Add Alternate – Fence Mow Strip – Rebar Excluded ..... \$ 135,987.00**

- Form, place, and finish 18" fence mow strip (approx. 2,016 LF)

**Site Work Exclusions and Provisions:** Unless specifically included above.

1. All site work listed above to be performed in (1) move-ins.
2. Hubs in, civil elevations and cut sheet for site work from surveyor in Concrete North's possession prior to proceeding with site work.
3. All portable building/building work.
4. **Demolition.**
5. **Bomanite concrete systems.**
6. **All sub-base by others including rock and sand, grade to +/- 1/2" of 1" unless specifically included above.**
7. All mass excavation and backfill.
8. **Furnish and setting of walk off mats (CNI will install angle iron embedded in concrete, furnished by others).**
9. All colored concrete. Concrete to be of normal color and design.
10. Precast concrete
11. **Concrete color, sealers, hardeners, fibers, and/or specialty admixtures and/or specialty finishing techniques (i.e. sandblasting, polished concrete, board form, etc.).**
12. **Concrete colors will be color matched if specified manufacture is not available at CNI selected concrete supplier.**
13. White Concrete.
14. Trench drain will be furnished and set by others.

15. All pervious paving by others.
16. Monument sign and footings.
17. Light Pole Footings
18. Precast wheel stops and glued on and/or doweled on curbs, by others.
19. **Sign, fence posts, and handrail footings by others.**
20. All CMU and accessories.
21. Asphalt paving and sub-base.
22. All hard rock and soil conditions.
23. **Embeds to be furnished by others, installed by CNI when cast in concrete, and location verified prior to concrete placement by others.**
24. **Caulking or sealant**
25. **CNI will make best attempt to match exiting concrete color and finish however, cannot guarantee it due to ageing nature of existing concrete.**
26. **All rebar and/or wire mesh reinforcing by others.**
27. Redwood headers.
28. Pricing based upon concrete mix with local aggregates.
29. Special finishes (i.e. sandblasting, exposed, salted, stamped, textured, etc.) to be done at additional cost.
30. Concrete North, Inc. is not responsible for concrete cracking which is a natural occurring event which is caused by many factors beyond Concrete North's control.
31. Excavation at curbs, curbs with gutter and sidewalks, and sidewalk thickened edge.
32. Testing, permits and inspections.
33. Bonds, if required, to be paid for by General Contractor. Said payment upon receipt of Concrete North's bond(s).
34. Adverse weather conditions (rain, snow, high winds, freezing temperatures and heat). If contractor directs Concrete North to commence or continue with a pour, contractor will be responsible for additional overtime, damage to or repair of that work.

**General Terms and Conditions:** Scope of work reflects the following general conditions and general terms:

1. This proposal good for a period of thirty (30) days. No price guarantee shall exist beyond the thirty day period.
2. If Concrete North is authorized to proceed with work prior to a fully executed subcontract agreement, it shall be understood and agreed that this proposal shall govern and take precedence until such time as a mutually agreed upon Subcontract is executed.
3. This proposal shall be incorporated as an exhibit into any subcontract agreement.
4. Concrete North's general conditions and general terms shall be incorporated into any subcontract agreement.
5. Concrete North will not perform change order work without a written directive from general contractor. Change order work will be limited to 2% of contract value or \$25,000 until change orders are signed and billable.
6. Retention withheld shall not exceed 5% of the contract amount and any retention withheld shall be paid no later than thirty (30) days after the completion of our work.
7. General liability insurance aggregate shall be maximum \$2,000,000.
8. Premium for worker's compensation waiver of subrogation, if required, to be paid for by General Contractor.
9. General contractor shall provide all risk property insurance acceptable to Concrete North. Concrete North shall not be responsible for flood and earthquake damage and property insurance deductibles.
10. Concrete North shall follow the guidelines of our established safety program and will conform to all OSHA requirements. Any additional safety training required or specialized safety requirements beyond that included in Concrete North's policy shall be provided for by the general contractor, at no added cost to Concrete North.
11. In the event of a claim or dispute between general contractor and subcontractor which cannot be mutually resolved in a reasonable period of time, general contractor shall agree to submit said claim to binding arbitration.
12. Concrete North will not participation in penalties or liquidated damages which are not a direct result of Concrete North operations.
13. Concrete North shall only be held responsible to the extent of our negligence.
14. General contractor to provide building corners and column lines.
15. General contractor to provide access ladders, stairs, temporary lighting, power and water if necessary.
16. General contractor to provide temporary power and water within 100 feet of work area and at all levels of the building.
17. General contractor to provide necessary dewatering, mucking out, and removal of rainwater.
18. General contractor to provide adequate area for job trailer and material storage.

- 19. General contractor to provide any and all dumpsters and shall be responsible for dump fees, etc.
- 20. General contractor to provide sufficient access in and around buildings for the performance of Concrete North's work (rocked and graded).
- 21. Monthly progress payments to be received no later than 30 days after billing deadline.
- 22. This proposal is based upon an eight (8) hour work day, five (5) day work week with holidays excluded.
- 23. This proposal is based on a mutually agreed upon sequence and schedule established by Concrete North and general contractor.

**OCIP Projects Only:**

- 1. Because the final details of the proposed OCIP, PCIP and similar type coverage have not been established for this project, the following terms of coverage for this insurance program have been assumed. The proposed "Owners Controlled Insurance Program" shall:
  - a) Provide General Liability/Excess insurance coverage that meets or exceeds the coverage limits of Concrete North's conventional policy.
  - b) Provide a 10 year completed operations tail to cover all exposure to all construction defect claims.
  - c) NOT require premiums, audits, or premium increases at policy renewal periods.
  - d) NOT require deductible, or SIR reimbursements, or payments of any kind for any General Liability/ Excess Liability claims covered under the policy.
  - e) Be subject to further review of Concrete North insurance and legal experts as to all aspects of this policy prior to Concrete North entering into any binding agreements. Said review may include additive values for inadequate coverage and will be added to this proposal.

Thank you for the opportunity to provide pricing on this project. If you should have any questions, please do not hesitate to contact me.

Sincerely,

Accepted By:

Shawn Daniel

---

Signature/Date

\$1,525

\$3,567

**ACKNOWLEDGMENTS**

wledges that Balfour Beatty-  
n, a Joint Venture is dependent on  
stablish a GMP with the  
r and that Balfour Beatty is  
elying on the bids. Therefore, bidder  
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ceed with a different subcontractor.

YES

YES

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agreement included in the bid docs  
rent 01304 Sample Long Form  
or any other contract document  
id manual.

YES

YES

Y

ing any DVBE subcontractors?

NO

NO

Y

3E certified?

NO

NO

Y

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at they have received notification  
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YES

YES

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YES

YES

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, LLC?

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id District Documents upon award.

YES

YES

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"yes", the Bidder promises and  
at it can and will comply with the Bid  
s entirety; Exhibit B, B1, B2 and B3

YES

YES

Y

License number?

1056652

316128

710512

sification?

B, C7, C13

C13

C-13 & C61/D28

tion number?

1000449929

1000003166

1000000047

.70

.98

.73

"yes", the Bidder promises and  
at it can and will comply with this  
g LCP Tracker upon award.

YES

YES

Y

"yes", the Bidder promises and  
at it can and will comply with this  
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ract value, not to exceed \$5,000)

YES

YES

Y

**FORMATION**

and Payment Bond Rate - only if  
er \$100,000 (Not to be included with  
ve)

.65%

1.50%

**ITIONS**

resent a certified minority business?

NO

YES

Y

# SCUSD Chavez-Kemble ES Inc. 1 - Portable Relocation

7495 29th Street, Sacramento, CA 95822, United States of America

Sent proposal revision #1: \$234,747

Submitted Mar 24, 2023 at 2:13 PM PDT

**Crusader Fence**

Vallejo, CA, USA

Nick Brown | project assistant | +1 916-261-1337 | nick@crusaderfence.com



## General Acknowledgments

<p>Bidder acknowledges that Balfour Beatty- Clark/Sullivan, a Joint Venture is dependent on the bids to establish a GMP with the District/Owner and that Balfour Beatty is reasonably relying on the bids. Therefore, bidder promises that it will not withdraw or unilaterally alter its bid for a period of 90 days after the date set for the opening of the bids. Bidder also acknowledges that if it fails to honor any of the promises in its bid then it is foreseeable that Balfour Beatty will be injured, and therefore bidder will be responsible for any resulting damages to Balfour Beatty, including but not limited to covering the difference for Balfour Beatty to proceed with a different subcontractor.</p>	Yes
<p>By choosing "yes", the Bidder promises and represents that it can and will comply that they cannot add any exclusions, markups, etc. to the subcontract agreement included in the bid docs under Document 01304 Sample Long Form Subcontract or any other contract document listed in the bid manual.</p>	Yes
<p>Are you utilizing any DVBE subcontractors?</p>	No
<p>Is bidder DVBE certified?</p>	No
<p>By choosing "yes", the Bidder promises and represents that they have received notification and will comply with Addendums #1 and #2.</p>	Yes
<p>By choosing "yes", the Bidder promises and represents that it can and will comply with the Project Labor Agreement (PLA) upon award.</p>	Yes
<p>By choosing "yes", the Bidder promises and represents that it can and will comply with the Insurance Requirements for this project upon award.</p>	Yes
<p>Is the bidder prequalified with Balfour Beatty Construction, LLC?</p>	Yes
<p>By choosing "yes", the Bidder promises and represents that it can and will comply with the Front End and District Documents upon award.</p>	Yes
<p>By choosing "yes", the Bidder promises and represents that it can and will comply with the Bid Package in its entirety; Exhibit B, B1, B2 and B3 upon award.</p>	Yes
<p>Contractors License number?</p>	1056652
<p>License Classification?</p>	B, C7, C13
<p>DIR Registration number?</p>	1000449929
<p>EMR Rate?</p>	.70
<p>By choosing "yes", the Bidder promises and represents that it can and will comply with this project utilizing LCP Tracker upon award.</p>	Yes

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## SCUSD Chavez-Kemble ES Inc. 1 - Portable Relocation

7495 29th Street, Sacramento, CA 95822, United States of America

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By choosing "yes", the Bidder promises and represents that it can and will comply with this project utilizing Textura (cost to subcontractor .22% of contract value, not to exceed \$5,000) upon award.

Yes

### Bond Information

Performance and Payment Bond Rate - only if total bid is over \$100,000 (Not to be included with bid price above)

0.65 %

### Certifications

Do you represent a certified minority business?

No

### Attachments

 SCUSD Chavez-Kemble ES ... (209 KB)

 SCUSD Chavez-Kemble ES ... (1.8 MB)





# CRUSADER FENCE COMPANY™

3115 Gold Valley Dr.  
Rancho Cordova, CA 95742  
Phone: (888) 818-9191  
Fax: (916) 631-8989  
C-13,7, B License: 1056652  
DIR: 1000449929  
Small Business: 2015918



Thursday, March 16, 2023

ATTN: Balfor Beatty

RE: SCUSD Chavez-Kemble ES Inc 1 - portable relocation fencing and gates

We are pleased to submit our quotation to furnish and install the following:

1. 1400 LF of 6' tall galv chain link fencing (1-3/4" mesh)
2. 3 ea 4' single swing walk gates w/ panic hardware
3. 1 ea 8' double walk gate with panic hardware (only active leaf has panic bar)
4. 1 ea 4' single swing walk gate
5. 1 ea 8' double swing walk gate
6. 1 ea 10' double swing maint gate
7. 1 ea 12' single rolling gate with rear pipe track and front rubber wheel assembly
8. 3 ea 20' double swing drive gate with knox box
9. 76 LF of 6' LF of galv chain link fencing with privacy slats for trash enclosure
10. 1 ea 8' double swing gate with privacy slats for trash enclosure
11. Haul off of spoils included

**Total for the above: \$234,747.00**

**Acknowledgements:** All fencing to be galvanized. No powder coated fencing included. No permits, fees, demo, or grounding included in proposal. Temp fence not included in proposal. Privacy slats for trash enclosure chain link fencing will be factory inserted. No automation to gates. No installation or integration of card readers included in proposal.

**Qualifications:**

- This bid document and all its terms and conditions shall be incorporated into any contract or subcontract between Subcontractor and G.C. or Owner in relation to the project on which this bid or proposal is issued. The terms of this bid document shall control and take precedence over any terms in any other writing, contract or subcontract entered between Crusader Fence Co. and G.C. and/or Owner for this project which conflict with or are different than the terms herein. This is a material term and acceptance of this Bid or Proposal expressly includes acceptance of this term.
- Proposal is based on two move-ins, addition move-ins shall be charged at \$2,300 each.
- Site shall include unencumbered access to fence lines for an all-season truck and installation equipment (i.e. Bobcat) for material delivery and work performance. If hand-digging is required because of poor access, Crusader Fence requires a F.C.O. by G.C. or Owner and will result in additional cost.
- Crusader Fence is not responsible for damage to landscape or objects within 6' of fence line or for any disturbance of existing environmental contaminants.
- Staking of fence line shall be laid out by G.C. or Owner prior to Crusader Fence mobilization. Staking shall include all end, corner, and gate locations complete with finished grade elevations. Clearing, grading, grubbing or staking of the fence line is not included in this proposal.
- Locating of non-USA member utilities is not included in bid. Private sub-surface locating services can be added with additional cost. The G.C., Owner, and their representatives shall indemnify and hold Crusader Fence harmless from any and all liabilities and/or damage resulting from unmarked non-USA member utilities. If any underground utility is within 3 feet of fence footings, hydro-vac and/or any other means to safely avoid utility strikes will require a F.C.O. by G.C. or Owner. Hand-digging to avoid underground utility strikes is excluded. Hydro-vac rate is cost plus 15%.
- Non-drillable post holes will require a signed F.C.O. by G.C. or Owner and will result in additional costs. All post holes will be drilled with a 9,000 lbs. (max. size) drilling machine using a 10 min. drill time (max. time) to determine if holes are non-drillable independent of soils report.
- All posts set in concrete slabs, walls, etc. are to be set prior to setting concrete; or they must be blocked out or sleeved by G.C. or Owner. Rebar cages are excluded.
- Any construction schedule shall be made in consultation with Crusader Fence and shall provide adequate time to perform all work during normal working hours based on an eight-hour day. Crusader Fence is not responsible for liquidated damages if insufficient time has been allocated by G.C. or Owner.
- Core drilling, saw cutting, concrete/asphalt patching, spoils haul-off, permits or fees, engineering calculations are not included in this proposal.
- Crusader Fence will provide construction cores only for all keyed lock and hardware sets. Fire Department devices (i.e. Knox) are not included.
- This bid proposal allows for a maximum of a 5% retention. This retention is due and payable 60 days after acceptance of Crusader Fence's completed work.
- Material pricing in this quotation assumes Owner/GC provided lay-down yard. If no lay-down yard is available, the cost for Crusader Fence to handle, deliver and store the project material is 2% of material cost/month.
- Bond rate - .65% on first \$500K, .52% next \$2M, .45% next \$2.5M (No bond expense included in bid) Insurance - \$2M G/L, \$1M Worker's Compensation.
- Crusader Fence Co. requires a letter of intent within 14 days to honor bid submission.

Thank you for the opportunity to quote this project.

Very respectfully,

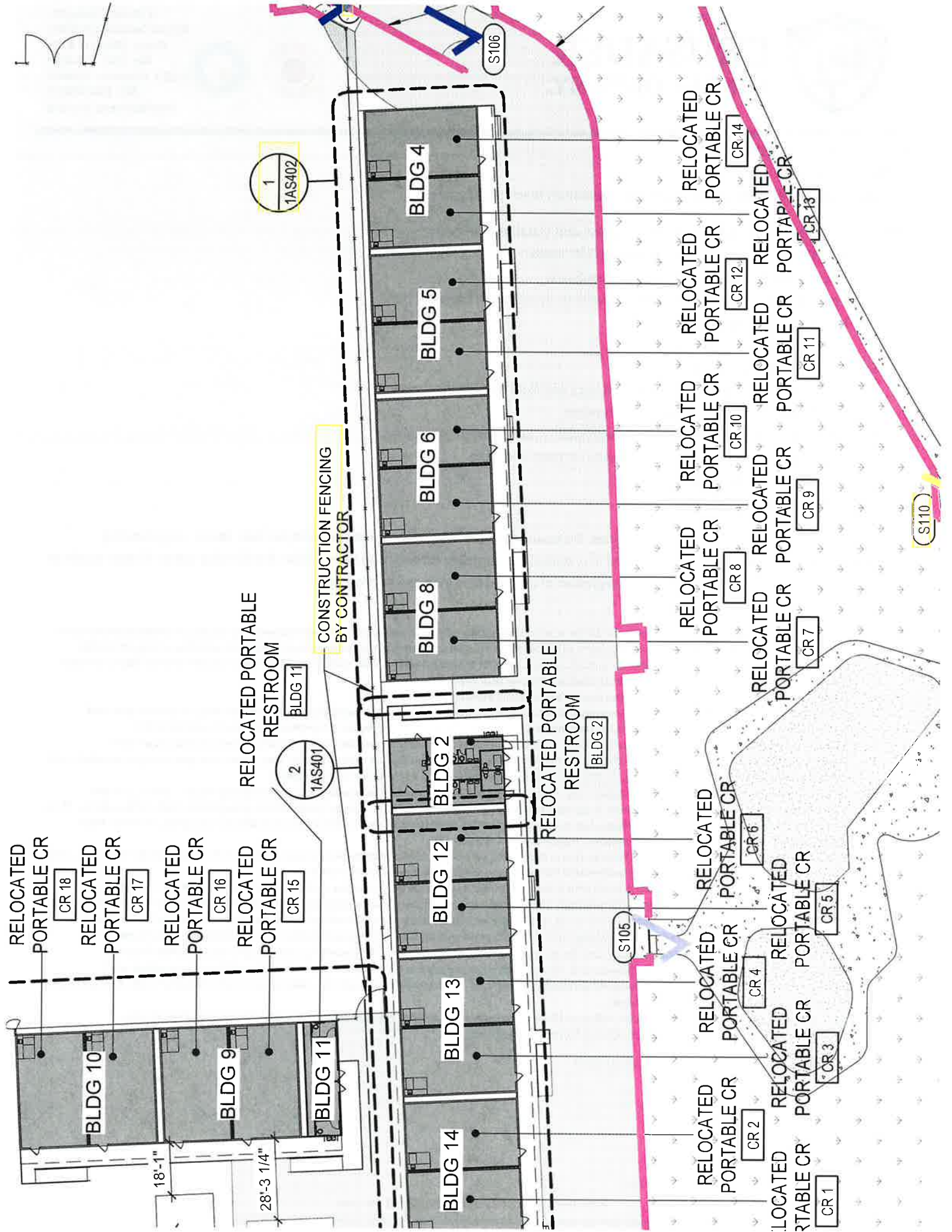
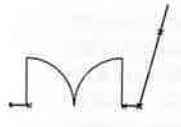
**Nick Brown**

Industrial Estimator

DIRECT PHONE NUMBER: 916-261-1337

EMAIL ADDRESS: nick@crusaderfence.com

**Perimeter Security Solutions Built to Last**



RELOCATED PORTABLE CR  
RELOCATED PORTABLE CR  
RELOCATED PORTABLE CR  
RELOCATED PORTABLE CR  
RELOCATED PORTABLE CR

BLDG 10  
BLDG 9  
BLDG 11

18'-1"  
28'-3 1/4"

RELOCATED PORTABLE RESTROOM  
BLDG 11

CONSTRUCTION FENCING BY CONTRACTOR

BLDG 4  
BLDG 5  
BLDG 6  
BLDG 8

RELOCATED PORTABLE RESTROOM  
BLDG 2

BLDG 12  
BLDG 13  
BLDG 14

RELOCATED PORTABLE CR  
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S105

S106

S110

1  
AS402

2  
AS401

CR 1

CR 3

CR 4

CR 6

CR 7

CR 9

CR 11

CR 13

CR 14

CR 15

CR 16

CR 17

CR 18

## SCUSD Chavez-Kemble ES Inc. 1 - Portable Relocation

7495 29th Street, Sacramento, CA 95822, United States of America

Sent proposal: \$237,737

Submitted Mar 16, 2023 at 12:34 PM PDT

**Pisor Fence Division, Inc. / Antelope Iron**

PO Box 7213, Citrus Heights, CA 95621, United States of America

Kelli Olsen | Estimator | +1 916-560-3812 | kolsen@pisorfence.net

### General Acknowledgments

<p>Bidder acknowledges that Balfour Beatty- Clark/Sullivan, a Joint Venture is dependent on the bids to establish a GMP with the District/Owner and that Balfour Beatty is reasonably relying on the bids. Therefore, bidder promises that it will not withdraw or unilaterally alter its bid for a period of 90 days after the date set for the opening of the bids. Bidder also acknowledges that if it fails to honor any of the promises in its bid then it is foreseeable that Balfour Beatty will be injured, and therefore bidder will be responsible for any resulting damages to Balfour Beatty, including but not limited to covering the difference for Balfour Beatty to proceed with a different subcontractor.</p>	<p>Yes</p>
<p>By choosing "yes", the Bidder promises and represents that it can and will comply that they cannot add any exclusions, markups, etc. to the subcontract agreement included in the bid docs under Document 01304 Sample Long Form Subcontract or any other contract document listed in the bid manual.</p>	<p>Yes</p>
<p>Are you utilizing any DVBE subcontractors?</p>	<p>No</p>
<p>Is bidder DVBE certified?</p>	<p>No</p>
<p>By choosing "yes", the Bidder promises and represents that they have received notification and will comply with Addendums #1 and #2.</p>	<p>Yes</p>
<p>By choosing "yes", the Bidder promises and represents that it can and will comply with the Project Labor Agreement (PLA) upon award.</p>	<p>Yes</p>
<p>By choosing "yes", the Bidder promises and represents that it can and will comply with the Insurance Requirements for this project upon award.</p>	<p>Yes</p>
<p>Is the bidder prequalified with Balfour Beatty Construction, LLC?</p>	<p>Yes</p>
<p>By choosing "yes", the Bidder promises and represents that it can and will comply with the Front End and District Documents upon award.</p>	<p>Yes</p>
<p>By choosing "yes", the Bidder promises and represents that it can and will comply with the Bid Package in its entirety; Exhibit B, B1, B2 and B3 upon award.</p>	<p>Yes</p>
<p>Contractors License number?</p>	<p>316128</p>
<p>License Classification?</p>	<p>C13</p>
<p>DIR Registration number?</p>	<p>1000003166</p>
<p>EMR Rate?</p>	<p>.98</p>
<p>By choosing "yes", the Bidder promises and represents that it can and will comply with this project utilizing LCP Tracker upon award.</p>	<p>Yes</p>

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## SCUSD Chavez-Kemble ES Inc. 1 - Portable Relocation

7495 29th Street, Sacramento, CA 95822, United States of America

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By choosing "yes", the Bidder promises and represents that it can and will comply with this project utilizing Textura (cost to subcontractor .22% of contract value, not to exceed \$5,000) upon award.

Yes

### Bond Information

Performance and Payment Bond Rate - only if total bid is over \$100,000 (Not to be included with bid price above)

1.50 %

### Certifications

Do you represent a certified minority business?

Yes

### Attachments

 [PISOR BID FORM.doc](#) (103 KB)

**PISOR FENCE DIVISION, INC.** (PFDI)**BID SUBMISSION FORM**

PO Box 7213

Citrus Heights, CA 95621

Lic. # 316128, State Cert. Small Business # 26577 - DIR # 1000003166

PFDI IS SIGNATORY TO THE NORCAL LABORERS UNION

ATTENTION: JOE HUCIK

DATE: 3/16/2023

RE: CESAR CHAVEZ EDWARD KEMBLE – SCUSD

WE ARE PLEASED TO SUBMIT OUR QUOTATION TO FURNISH AND INSTALL (F&I) FENCING PER SECTION 323113, 807100, OF THE SPECIFICATIONS, PLANS AND ADDENDA 1-2 NOTED FOR THE SUM OF: **SEE BELOW**

**SCOPE:**

ITEM	DESCRIPTION	QTY	UNIT	TOTAL
1	6'H GALVANIZED CHAIN LINK FENCE AND GATES	1819 LF	LS	\$ 214,987.00
2	6'H SLATTED CHAIN LINK FENCE AND GATES @ TRASH ENCLOSURE	84 LF	LS	\$ 22,786.00

**TOTAL BID: \$237,737.00****NOTES:** EDGE BAND EXCLUDED.**Standard Qualifications:**

- (A) DUE TO A VOLATILE COMMODITIES MARKET AND COVID-19, THE MATERIAL PRICE COMPONENT OF THIS PROPOSAL IS VALID FOR ONLY **90 DAYS AFTER THE ABOVE DATE AND THEREAFTER IS SUBJECT TO INCREASE AT ANY TIME. SAID INCREASE TO BE PASSED ON BY PFDI TO CONTRACTOR, INCLUDING AFTER THE ACCEPTANCE OF THIS PROPOSAL AND/OR EXECUTION OF A CONTRACT. UPON EXPIRATION OF THE 90 DAY PERIOD, THE MATERIAL PRICE COMPONENT CAN BE LOCKED IN BY ISSUANCE OF WRITTEN DIRECTION AUTHORIZING PFDI TO PURCHASE THE MATERIAL REQUIRED FOR THE PROJECT AND RECEIPT OF ADVANCE PAYMENT FOR SAID PURCHASE.**
- (B) NO CLEARING, GRUBBING, GRADING OF THE FENCE LINE NO PATCHING OF THE AC ALL EXCAVATION DIRT WILL HAULED OFF AND DISPOSED OF BY PISOR FENCE.
- (C) NO TRAFFIC CONTROL, NO SIGNAGE. NO HIGH VOLTAGE ELECTRICAL, INCLUDING FINAL HOOK-UP LOW VOLTAGE CONDUIT AND PULL STRING BY OTHERS AS LAID OUT BY PFDI. CONCRETE WASH-OUT BY GC.
- (D) BASIC INS. COV. IN BID GL - 1M(2M AG), AUTO LIA. 1M, EXCESS LIA. 2M&WRKMN'S COMP. 1M, NO RAILROAD INSURANCE
- (E) ALL POST HOLE DIGGING TO BE DONE WITH MOTORIZED EQUIPMENT (e.g. BOBCAT etc) **HAND DIGGING ON CCO ONLY**
- (E1) NON-DRILLABLE/NON-RIPPABLE GROUND CONDITIONS REQUIRE PER HOLE PRICING
- (F) STAKING TO BE DONE BY GC/OWNER. STAKING = ALL END POSTS, CORNER POSTS AND GATE POSTS
- (G) CONTRACTOR TO PROVIDE CLEAR ACCESS ALL ALONG SIDE OF AND ADJACENT TO PROPOSED FENCE LINE FOR ACCESS WITH EQUIPMENT AND/OR READY MIX CONCRETE TRUCK
- (H) OTHER THAN NOTED ABOVE, THERE IS NO TEMPORARY FENCE, NO REMOVAL OF EXISTING FENCE, NO TREE FENCE
- (I) NO SLEEVES/POST-POCKETS
- (J) **NO CONCRETE WORK, EXCEPT FENCE POST FOOTINGS. NO CONCRETE GATE TRACK PADS, RE-BAR OR RETAINING WALLS. NO SCANNING, NO SAW-CUTTING, NO CORE-DRILLING.**
- (K) ALL POSTS IN CONCRETE SLABS/WALLS/BRIDGES TO BE SET PRIOR TO POUR OR TO BE BLOCKED OUT BY GC
- (L) JOB FIGURED FOR 1 MOVE IN(S). ADDITIONAL MOVE IN(S) AT \$ 1,200.00 EACH  
REMOBES = A) JOB JOINTLY SCHEDULED FOR INSTALL, PFDI SHOWS UP, JOB NOT READY = REMOVE  
B) CREW ON JOB, PULLED OFF BY GC OR OWNER AT NO FAULT OF PFDI = REMOVE
- (M) UNDERGROUND UTILITIES NOT COVERED BY USA ARE TO BE LOCATED AND CLEARLY MARKED BY GC OR OWNER PRIOR TO PFDI MOBILIZATION THE GC OR OWNER SHALL INDEMNIFY AND HOLD PFDI HARMLESS FROM ANY AND ALL CLAIMS, ACTIONS, COSTS AND LIABILITIES RESULTING FROM UNMARKED OBJECTS OF ANY KIND.
- (M2) PFDI IS NOT RESPONSIBLE FOR LANDSCAPING, GAS, ELECTRICAL, IRRIGATION LINES, CONTROL WIRING, FIBER OPTICS AND CONDUITS PLACED WITHIN 6' OF THE FENCE LINE. ALL GROUNDING OF THE FENCE, GATES, GATE OPERATOR SYSTEMS ETC TO BE PERFORMED BY OTHERS
- (N) ENGINEERING CALCS, IF REQUIRED, ARE NOT INCLUDED. ANY CHANGES RESULTING FROM RE-ENGINEERING DIFFERING FROM CONTRACT PLANS & SPECS WILL BE CONSIDERED A CCO
- (O) NO PERMITS, NO PERMIT FEES
- (P) GC TO PROVIDE 1 EACH SET OF PLANS AND SPECIFICATIONS
- (Q) NO BOND EXPENSE. BID BOND (1.5%) HAS A ONE YEAR RENEWAL/DURATION ADDITIONAL TIME BEYOND ONE YEAR ORIGINATION = ADDITIONAL COST
- (R) **"BUY AMERICA: NO - BUY AMERICAN: NO**
- (S) OUR BID FACTORS IN A MAXIMUM OF A 5% RETENTION THIS RETENTION IS DUE AND PAYABLE 90 DAYS AFTER ACCEPTANCE OF OUR COMPLETED WORK. PRIOR TO COMMENCEMENT OF CONSTRUCTION, A CONTRACT CONTAINING TERMS MUTUALLY AGREEABLE TO BOTH PARTIES SHALL BE PREPARED AND EXECUTED

**THE ONGOING COVID-19 PANDEMIC HAS CREATED A SHORTAGE OF CEMENT & DELAYS IN MANUFACTURED PRODUCTS. THESE ISSUES MAY DELAY PISOR FENCE'S SCHEDULING**

Sincerely,

Kelli Olsen  
Industrial Estimator

(O) 916.726.1173, (F) 916.726.1198 / kolsen@pisorfence.net

LABORERS 185 – PISOR FENCE IS A REPUTABLE UNION COMPANY – PROUDLY SERVING NORTHERN CALIFORNIA



**ALL STEEL FENCE, INC.** - License No. 710512  
 P. O. Box 1309, Lathrop, CA 95330  
 (800) 752-3282 -- (209) 983-8409 -- FAX: (209) 982-4325

\*Submitted by: All Steel Fence, Inc. (209) 983-8409

Date: March 16, 2023

**BID PROPOSAL**

Balfour Beatty - Clark Sullivan JV  
Attn: Joe Hucik; (916) 220-9391  
400 Capitol Mall, Suite 900  
Sacramento, CA 95814

Phone No.: (916) 760-0805  
Fax/Email: jhucik@balfourbeattyus.com  
Project: Cesar Chavez / Edward Kemble New Const. & Mod project  
7495 29<sup>th</sup> Street, Sacramento, CA 95822

**Bid date: 3/16/2023 @ 2:00 p.m.**

**The following addendums are acknowledged: Addendum #1 and Addendum #2**

**\*Registered as a public works contractor with the Dept. of Industrial Relations – Reg. # 1000000047 (Exp. Date: 6/30/2025)**

**\*All Steel Fence, Inc. is a State of California, Certified Small Business (SB) – Certification #20325**

**\*All Steel Fence, Inc. is a State of California, Certified Small Business – Prevailing Wage (SB-PW) – Certification #20325**

**\*All Steel Fence, Inc. is a San Francisco Public Utilities Commission Certified PUC LBE/Micro LBE – Cert. #CMD071915033**

**SCOPE OF WORK:**

**BASE BID (PERIMETER FENCE AND GATES):**

- Provide and install 1,368 LF of 6' high 9-gauge 1 3/4" mesh galvanized chain link fence.
- Provide and install one 8' wide x 6' high 9-gauge 1 3/4" mesh galvanized chain link double swing gate system, with panic hardware from Hardware Group/ Set #G01. **(Gate S101)**
- Provide and install three 4' wide x 6' high 9-gauge 1 3/4" mesh galvanized chain link single swing gate systems with panic hardware from Hardware Groups/Set #G02-**(Gate S102)** Set #G05 -**(Gate S107)** & Set #G04 -**(Gate S110)**.
- Provide and install one 8' wide x 6' high 9-gauge 1 3/4" mesh galvanized chain double swing gate system with standard hardware from Hardware Group/ Set #G03. **(Gate S109)**
- Provide and install one 10' wide x 6' high 9-gauge 1 3/4" mesh galvanized chain link double swing gate system with standard hardware from Hardware Group/ Set #G03. **(Gate S103)**
- Provide and install one 12' wide x 6' high 9-gauge 1 3/4" mesh galvanized chain link double slide gate system with standard hardware **(Gate S105)**.
- Provide and install three 20' wide x 6' high 9-gauge 1 3/4" mesh galvanized chain link double swing gate systems with standard hardware from Hardware Groups/Set #G03-**(Gate S104)**-**(Gate S106)** -**(Gate S108)**.

**TRASH ENCLOSURE:**

- Provide and install 76 LF of 6' high 9-gauge 3 1/2" x 5" mesh, with standard slats, chain link fence.
- Provide and install one 8' wide x 6' high 9-gauge 3 1/2" x 5" mesh, with standard slats, chain link double swing gate system from Hardware Group/ Set #G03. **(Gate S111)**
- NOTE: See additional exclusions below and/or on subsequent pages of this Proposal.
- **\*\*SEE BID EXPIRATION SECTION BELOW OR ON SUBSEQUENT PAGES OF THIS PROPOSAL.**

**\$234,077.40**

**ADD FOR USING TEXTURA BILLING PORTAL:**

- Add for Textura fees and All Steel Fence, Inc's. administrative costs for using the program.
- NOTE: See additional exclusions and clarifications below and/or on subsequent pages of this Proposal.
- **\*\*SEE BID EXPIRATION SECTION BELOW OR ON SUBSEQUENT PAGES OF THIS PROPOSAL.**

**\$3,511.16**

**ADDED COST FOR PAYMENT AND PERFORMANCE BONDS:**

- Add for required payment and performance bonds.
- NOTE: See additional exclusions and clarifications below and/or on subsequent pages of this Proposal.
- **\*\*SEE BID EXPIRATION SECTION BELOW OR ON SUBSEQUENT PAGES OF THIS PROPOSAL.**

**\$4,751.77**

**TOTAL BASE BID: \$242,340.33**



**ADD ALTERNATE BID – (PERIMETER FENCE AND GATES - All Black PVC Coated Chain Link):**

- Provide and install 1,368 LF of 6' high 9-gauge core, with 8-gauge finish, black PVC coated 1 3/4" mesh chain link fence on black powder coated posts and framework.
- Provide and install one 8' wide x 6' high 9-gauge core, with 8-gauge finish, black PVC coated 1 3/4" mesh chain link double swing gate system, on black powder coated posts and framework, with panic hardware from Hardware Group/ Set #G01. **(Gate S101)**
- Provide and install three 4' wide x 6' high 9-gauge core, with 8-gauge finish, black PVC coated 1 3/4" mesh chain link single swing gate systems on black powder coated posts and framework, with panic hardware from Hardware Groups/Set #G02-**(Gate S102)** Set #G05 -**(Gate S107)** & Set #G04 -**(Gate S110)**.
- Provide and install one 8' wide x 6' high 9-gauge core, with 8-gauge finish, black PVC coated 1 3/4" mesh chain double swing gate system on black powder coated posts and framework with standard hardware from Hardware Group/ Set #G03. **(Gate S109)**
- Provide and install one 10' wide x 6' high 9-gauge core, with 8-gauge finish, black PVC coated 1 3/4" mesh chain link double swing gate system on black powder coated posts and framework, with standard hardware from Hardware Group/ Set #G03. **(Gate S103)**
- Provide and install one 12' wide x 6' high 9-gauge core, with 8-gauge finish, black PVC coated 1 3/4" mesh chain link double slide gate system on black powder coated posts and framework with standard hardware **(Gate S105)**.
- Provide and install three 20' wide x 6' high 9-gauge core, with 8-gauge finish, black PVC coated 1 3/4" mesh chain link double swing gate systems on black powder coated posts and framework with standard hardware from Hardware Groups/Set #G03-**(Gate S104)**-**(Gate S106)** - **(Gate S108)**.

**TRASH ENCLOSURE:**

- Provide and install 76 LF of 6' high 9-gauge core, with 8-gauge finish, black PVC coated 3 1/2" x 5" mesh, with standard slats, chain link fence on black powder coated posts and framework.
- Provide and install one 8' wide x 6' high 9-gauge core, with 8-gauge finish, black PVC coated 3 1/2" x 5" mesh, with standard slats, chain link double swing gate system on black powder coated posts and framework with standard hardware from Hardware Group/ Set #G03. **(Gate S111)**
- NOTE: See additional exclusions below and/or on subsequent pages of this Proposal.
- **\*\*SEE BID EXPIRATION SECTION BELOW OR ON SUBSEQUENT PAGES OF THIS PROPOSAL.**

**\$290,021.47**

**ADD FOR USING TEXTURA BILLING PORTAL:**

- Add for Textura fees and All Steel Fence, Inc.'s. administrative costs for using the program.
- NOTE: See additional exclusions and clarifications below and/or on subsequent pages of this Proposal.
- **\*\*SEE BID EXPIRATION SECTION BELOW OR ON SUBSEQUENT PAGES OF THIS PROPOSAL.**

**\$4,350.32**

**ADDED COST FOR PAYMENT AND PERFORMANCE BONDS:**

- Add for required payment and performance bonds.
- NOTE: See additional exclusions and clarifications below and/or on subsequent pages of this Proposal.
- **\*\*SEE BID EXPIRATION SECTION BELOW OR ON SUBSEQUENT PAGES OF THIS PROPOSAL.**

**\$5,887.43**

**TOTAL ALTERNATE BID: \$300,259.22**

**Mobilizations (Move-ins):**

The price on this proposal includes up to **ONE (1)** mobilization(s) (move-in(s)) total for all work. If additional mobilizations (move-ins) are performed for this project there will be additional charges as follows: (\*\*These mobilization charges must be included on any contract or purchase order issued for this project to All Steel Fence, Inc.) In addition, if there are multiple bid items on this proposal and all bid items are not awarded to All Steel Fence, Inc., the number of mobilizations (move-ins) included on this bid proposal will change accordingly):  
**\$1,450.00 per additional mobilization.**



**Bonds:**

If All Steel Fence, Inc. will be required to provide payment/performance/maintenance or other bonds for the above work, **please add 2.0% to the total bid amount for the bond costs.** If bonds are required by Prime Contractor, all bond costs must be paid by the Prime Contractor or Owner directly to our bonding agent within 30 days of receipt of invoice. Bonds must be requested at time of award of subcontract or purchase order. Subcontractor does not guarantee that bonds will be able to be issued for the full value of the Subcontract. Any bonds are subject to standard bonding company approval and All Steel Fence, Inc.'s available bonding limits at time of Subcontract award.

**ADD 2.0% (if required)**

**EXCLUSIONS & CLARIFICATIONS:**

- **All items of work contained on this bid proposal are bid to be performed as a package and bid items/scope of work cannot be split without approval from an authorized agent of All Steel Fence, Inc.**
- **Exhibit B: Scope of work, item B.13, references Deferred submittals and delegated design. All Steel Fence, Inc. does not perform design services and any and all required delegated design/design services, structural performance design, delegated design submittals, deferred submittals, structural performance submittals, as-builts, engineering or architectural services, calculations, stamped-certified designs, to-scale submittal drawings, details or layouts (and any other drawings required to be drawn "to scale", specialty submittals such as architectural drawings, 2D or 3D renderings or models, to scale-models, and all other related items to be provided and paid for by Balfour Beatty-Clark/Sullivan, JV or others (not by All Steel Fence, Inc.)**
- **This will clarify that All Steel Fence, Inc. is not furnishing professional liability (design-build & errors and omissions) insurance for this project. All Professional liability insurance would need to be furnished and paid for by Balfour Beatty-Clark/Sullivan, JV if required for All Steel Fence, Inc.'s work. Please see the insurance clarifications section of this bid proposal for information on insurance that is included with our bid.**
- **All Building information Modeling (BIM) to be provided, completed, and paid for by Balfour Beatty-Clark/Sullivan, JV or others (not All Steel Fence, Inc.).**
- **All spoils from post holes to remain on site (off-haul of spoils to be provided and paid for by Balfour Beatty-Clark/Sullivan, JV.**
- **All Steel Fence, Inc. reserves the right to request changes to any subcontract or purchase orders agreement issued to All Steel Fence, Inc.**
- **This will clarify that All Steel Fence, Inc. has not visited the project site prior to submitting this bid.**
- **Slat color for trash enclosure to be determined by owner or others from available slat colors.**
- Any and all required concrete curbs, mow bands/mow curbs, grade beams, concrete barriers, concrete walls or retaining walls, sidewalks, aprons, concrete for ground tracks, or any other required concrete flatwork to be provided and installed by Prime Contractor or Others.
- Due to the current volatility in the steel market (as well as other material markets), All Steel Fence, Inc. will require payment for stored materials from either the Owner and/or the Prime Contractor with stored materials payment to be made within 30 days of receipt of Subcontractor's invoice. For any special order materials, a down payment (deposit) may be required prior to ordering of materials. Materials can/will be stored at All Steel Fence, Inc.'s facility in Lathrop, CA.
- Prime Contractor is responsible to ensure site is properly graded prior to fence and gate installation.
- Prime Contractor is responsible to ensure site is properly surveyed and all corner post, end post and gate post locations marked prior to fence and gate installation.
- Prime Contractor is responsible to ensure all private underground items (not participating in Underground Service Alert) are properly marked prior to fence and gate installation (Subcontractor will contact Underground Service Alert only).
- This price does not include any costs for night work, overtime, premium time, or special shift work. All Work to be performed Monday through Friday during normal business hours. If night work, overtime, premium time, or special shift work is required, there will be additional costs added to this proposal.
- If All Steel Fence, Inc.'s work involves removal, modification or installation of items on bridges, overpasses, or other raised structures, all protective covers, supports, screening, traffic control, debris containment systems, and related items shall be provided, installed, removed and paid for by Prime Contractor or others. All protective cover plans, details, and submittals shall be provided and paid for by Prime Contractor or Others.
- Core drilling for post holes, all cans, post pockets, and/or sleeve materials and installation, clean-out, and removal of all cans, post pockets and/or sleeves for all fences, railings or other barriers (if required) shall be provided, installed, removed, and cleaned out by others.
- All U-bolt materials and setting/embedment of U-bolts for the any fences, railings or other barriers installed on concrete barriers (if required) shall be provided and installed by others.
- All rebar and other materials required to be set in concrete wall, concrete barriers or other barriers (if required) shall be provided and installed by others.
- Grounding and/or bonding of fence and gates (if required) to be provided and installed by others.
- Please see all exclusions listed below and/or on subsequent pages of this proposal.





ALL STEEL FENCE, INC. - License No. 710512

P. O. Box 1309, Lathrop, CA 95330

(800) 752-3282 -- (209) 983-8409 -- FAX: (209) 982-4325

**STANDARD EXCLUSIONS (AS INDICATED):**

Buy America/Buy American Material Requirements;  lighting;  safety railing or safety cabling (for all bridge, overpass, or other raised structure work - Prime Contractor needs to provide safety railing or safety cable for workers to attach safety equipment to.)  Surveying;  staking;  clearing/grubbing and trimming/pruning of existing trees/vegetation;  back filling;  grading;  compacting;  core drilling;  off-haul of dirt/spoils and related materials;  Hazardous Materials Abatement, Handling, Removal, or related work. In addition, all HAZWOPR training (if required) to be provided and paid for by Prime Contractor or Owner;  dust control;  any and all dewatering of site;  All alarms or sensors on fences or gates and related items by others;  Any required site security including securing site at end of each day and/or temporary fence or other security measure required to secure site after fence removal;  special training of employees (unless specifically included in scope of work section of this proposal);  monitoring of air, soil or other items for lead, hazardous waste, or any other chemical or substance (including related costs & fees);  removal and clean up of any lead, hazardous waste, chemicals, or other contaminants or substances from the project site;  notification of property owners, tenants, or others  painting;  staining of wood, metal, or other items;  removal, off-haul and disposal of existing fences and gates;  exclude furnishing of cans, post pockets, and/or sleeve materials - exclude installation, removal and clean-out cans, post pockets and/or sleeves;  rebar or other materials required to be set in concrete wall, concrete barriers or other barriers (if required);  grounding and/or bonding of fence and/or gates (if required);  all traffic control;  for items to be flanged, we exclude x-raying and locating of in-slab or in-wall items;  any and all pollution control plans, dust control plans, storm water pollution plans, asbestos abatement plans, lead compliance plans, environmental or hazardous waste plans, soil and groundwater management plans, debris containment plans, animal, fish, mammal, migratory bird or other species plans, and any other project specific plans;  Any required biologists, biological or environmental services, field observations, notifications, samplings, laboratory tests, documentation and reports, permits and any related;  engineering services, architectural services, design calculations, stamped/certified designs, drawings "to-scale"; and any other engineering, architectural, and engineering/architectural costs and fees (if needed);  Any required As-Built Drawings and details or any required project close-out drawings;  Drawings in CADD format or formats that require special software; 2D, 3D or other models;  Temporary Fences and/or Gates;  silt fencing, ESA fence, or other environmental or erosion control fences;  Gate automation equipment and accessories;  Electricity, conduit, and/or communication lines to all gate operator equipment and accessories;  pot holing for underground lines/pipes;  other: Private locating for underground items (not participating in Underground Service Alert) [All Steel Fence, Inc. will contact Underground Service Alert ONLY]; Repair and/or replacement of any existing or new underground items that are not properly marked by Owner, Owner's agent, or other private locating companies (Prime Contractor is responsible to ensure that all private underground items are properly marked prior to All Steel Fence, Inc. starting their work); Determination of property boundaries and/or easements; procurement of any required fence/gate (other) permits & any and all permit costs and fees; concrete mow strips, grade beams, mow bands, curbs, retaining walls, concrete barriers and all other concrete flatwork; signage; lock boxes & locks/locksets; panic hardware, ADA gate equipment (unless specifically listed in the scope of work section of this proposal); saw cutting of concrete; Knox Fire Department Access Boxes and Knox Access Key switches; multiple move-ins (see mobilization section of this proposal); bid, payment, performance or maintenance bond costs and fees (if required); specialty insurance endorsement requirements (NOTE: We can provide additional insured endorsement CG 20 10 11/85 except as follows: General Liability endorsement CG 20 10 11/85 is excluded on all residential and multi-housing unit projects); Course of construction insurance policy costs and fees (if required); exclude all work on projects involving new construction of multi-housing units, town homes, and/or condominiums (unless a wrap-up or OCIP policy is in place); exclude all insurance liability limits over \$5,000,000.00; In addition, the following insurance policies/endorsements/coverage and associated costs are not included with this bid price: Pollution liability insurance; mold liability insurance; U.S. Harbor Worker's & Longshoreman's coverage for workers' compensation; fidelity (crime) insurance; Professional liability (design-build and errors & omissions) insurance; exclude any Railroad Protective Liability Policy if required (This will clarify that All Steel Fence, Inc. will provide a standard Railroad Endorsement with our General Liability policy with limits of \$1 Million (if our work is within 50 LF of the railroad right of way) but we have not included costs for any separate Railroad Protective Liability policy).

NOTE: The scope of work listed above and all exclusions contained in this proposal must be included in any contract/subcontract agreement issued to All Steel Fence or a copy of this proposal must be attached as an exhibit to the contract/subcontract.

**\*\*Payments made by Credit Card (or other EFT process that incurs processing fees):**

We have included an additive bid item for using the Textura Payment Management Portal and the added cost is based on ACH or EFT payments (not credit card payments). Any credit card payments (or other EFT process that incurs added processing fees will incur an additional fee of 3.5% with the added fee to be paid at time of payment by Clayco, Inc.).

**ADD 3.5% TO BID PRICE (IF APPLICABLE)**

**\*\*BID EXPIRATION - PLEASE REVIEW\*\*:** We have been advised by our suppliers that at the present time there is extreme volatility in the steel market as well as markets for all other materials and prices are fluctuating on a weekly and/or daily basis. The price on this proposal is **good through 6/13/2023 ONLY** and pricing is subject to change after this date. **In order to lock in the bid price on this bid proposal you must issue a Subcontract or Purchase order (or sign and return the Acceptance on our bid proposal form) PRIOR TO THE EXPIRATION DATE ABOVE (\*\*WE CANNOT LOCK IN MATERIAL PRICES WITH A LETTER OF INTENT).** In addition, due to the current volatility in the steel market and other markets, we will require the Owner, Prime Contractor, or recipient of this bid proposal to pay for stored materials (and the Prime Contractor/Customer (or recipient of this bid proposal) must pay for stored materials even if the Owner declines to pay). Any contract or purchase order issued to All Steel Fence, Inc. must contain language that the Owner, Prime Contractor/Customer (or recipient of this bid proposal) agrees to pay for stored materials. If the expiration date has passed, please call our office to confirm if the price of your bid proposal has changed. Thank you for your understanding and if you have any questions, please give us a call.



**INSURANCE CLARIFICATION:**

This will clarify that All Steel Fence, Inc. has included our standard insurance policies and limits for work on this project:

1. **General Liability Insurance:** \$1 Million/\$2 Million limits with the following standard endorsements (if needed): Primary Language, Waiver of Subrogation; Per Project Aggregate, and Additional Insured Endorsement;
2. **Auto Liability Insurance:** \$1 Million limits with standard additional endorsement (if needed);
3. **Workers Compensation Insurance:** \$1 Million limits and waiver of subrogation endorsement (if needed);
4. **Umbrella Liability Insurance:** \$5 Million limits (to follow form).
5. Only the above insurance policies are included with our bid proposal and any other types of insurance policies or higher limits are not included with our bid and would be an additional charge with costs to be paid by Customer prior to All Steel Fence, Inc. obtaining any "other" coverage or "higher limits".
6. All Steel Fence, Inc. does NOT carry Pollution Liability Insurance. All pollution liability insurance to be provided and paid for by Others.
7. All Steel Fence, Inc. does NOT carry Professional Liability (design-build and Errors & Omissions insurance). All Professional Liability Insurance to be provided and paid for by Others.
8. All Steel Fence, Inc. has NOT included any separate Fire Insurance Policy with our bid (should that be required). All separate Fire Insurance Liability policies to be provided and paid for by Prime Contractor or Others.
9. All Steel Fence, Inc. has NOT included any Builders' Risk or Course of Construction insurance policies with our bid (all Builders' Risk Insurance/Course of Construction Insurance policies to be provided and paid for by Prime Contractor or Others).
10. If portions of All Steel Fence, Inc.'s work is within 50 LF of any railroad or railway right of way, this will clarify that All Steel Fence, Inc. has included a standard railroad endorsement to be added to our current General Liability Insurance with limits of \$1 Million/\$2 Million. All Steel Fence, Inc. has NOT included any Railroad Protective Liability Insurance policies or any insurance liability limits higher than \$5 Million. If All Steel Fence, Inc. is required to provide a separate railroad protective liability policy for this project (OR higher limits of insurance that may be required by the railroad), there will be additional costs to be added to our bid proposal with costs to be paid by Prime Contractor, Owner or Others.

**SUBMITTAL CLARIFICATION:**

- This will clarify that All Steel Fence, Inc. will supply our standard submittal information and standard shop drawings for this project and any and all other required delegated design, Structural Performance Design, Delegated Design Submittals, Structural Performance Submittals, As-Builts, Engineering or Architectural services, Calculations, stamped-Certified Designs, to-scale submittal drawings, details or layouts (and any other drawings required to be drawn "to-scale"), specialty submittals such as architectural drawings, 2D or 3D renderings or models, other to-scale models, and all other related items to be provided and paid for by Prime Contractor or Others (not by All Steel Fence, Inc.). This language must be included with any contract or purchase order issued to All Steel Fence, Inc.
- Any required as-built drawings, special project close-out drawings, or related items will need to be provided and paid for by Prime Contractor or others.

**TRADE ASSOCIATIONS, CERTIFICATIONS & LABOR AFFILIATIONS:** All Steel Fence is signatory to the Northern California Laborers Union Local 1130 and the Southern California Laborers Local 220. All Steel Fence, Inc. holds the following certifications: State of California Certified Small Business (SB certification # 20325 - exp. 5/31/2023; SB-PW Certification # 20325 - Exp. 5/31/2023); San Francisco Public Utilities Commission (PUC) Regional Local Business Enterprise and PUC Micro Local Business Enterprise (Certification # CMD071915033 - exp. 09/30/2023). All Steel Fence, Inc. is a registered public works contractor with the Division of Industrial Relations - Registration #: 1000000047 - exp. 6/30/2025. In addition, All Steel Fence is a member of the Mid-Cal Better Business Bureau, California Fence Contractor's Association, American Fence Association, and Builder's Exchange of Stockton.

**GENERAL CONDITIONS:** Acceptance of this bid proposal means acceptance of all exclusions and scope of work notes contained on this bid proposal and this bid is conditioned upon all exclusions and scope of work notes being included with the Contract/Subcontract or Purchase Order agreement issued for this project - no exceptions. All Steel Fence, Inc. reserves the right to request changes to any contract, subcontract, or purchase order issued for our scope of work and any such contract, subcontract, or purchase order shall be negotiated and mutually agreed to between the parties before All Steel Fence, Inc. will proceed. All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. All Steel Fence is not responsible for determining legal property lines, boundaries, and/or easements of customer's property. If a permit is required, all permits are to be obtained by customer and all permit fees are to be paid by customer (unless otherwise noted above). Jobs cannot be ordered and material prices locked in until customer has completed and signed the acceptance of proposal and returned to our office. In addition, if customer fails to make payment in full to All Steel Fence, Inc., for all completed work and materials provided to customer, and customer has not given written notice to All Steel Fence regarding the reason for non-payment, customer agrees that All Steel Fence shall retain ownership of all materials installed and/or provided to customer until they have been paid for in their entirety by customer. All Steel Fence, Inc. shall have the right to remove any materials not paid for within 20 days of written request for payment and customer has no legal entitlement or ownership of any materials provided or installed on customer's property until said materials have been paid for in full by customer.

**ORDER CANCELLATION POLICY:** By signing any page of this acceptance of proposal, customer is authorizing All Steel Fence to proceed with ordering of materials for this project. If this order is cancelled by customer after materials have been ordered by All Steel Fence, customer agrees to pay all charges for materials that cannot be returned to the supplier or manufacturer. Customer also agrees to pay All Steel Fence a material handling fee in addition to all restocking charges incurred by All Steel Fence.

**PAYMENT TERMS:** All amounts are due and payable within 30 days of receipt of invoice (or as listed in a mutually agreeable contract/subcontract agreement). Payments should be mailed to: All Steel Fence, Inc., P. O. Box 1309, Lathrop, CA 95330.

**SERVICE CHARGES:** There will be a 1.5% per month (18% per annum) service charge on all outstanding balances that are 30 days or more past due (unless otherwise agreed to in a mutually agreeable contract/subcontract agreement).

**UNDERGROUND UTILITIES:** All Steel Fence is not responsible for costs or labor to repair or replace any underground utilities, sprinklers, or other pipes that are not properly marked by Underground Service Alert, Owner, Prime Contractor, or Owner or Prime Contractor's Agents.



**ALL STEEL FENCE, INC.** - License No. 710512  
 P. O. Box 1309, Lathrop, CA 95330  
 (800) 752-3282 -- (209) 983-8409 -- FAX: (209) 982-4325

**EXTRA WORK:** Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above this estimate. If job site conditions, accessibility, or job Layout changes or deviates from the attached drawing, there may be additional charges over and above this estimate.

**PROPOSAL PRICE: BASE BID: \$242,340.33; ALTERNATE BID: \$300,259.22** NOTE: If payment/performance bonds are required to be provided by All Steel Fence, Inc. for the work, please add 2.0% to the total bid amount. See also mobilization costs.

**ACCEPTANCE OF PROPOSAL:** The prices, specifications and conditions on all pages of this proposal are satisfactory and are hereby accepted. By signing below, I understand that All Steel Fence, Inc. is not responsible for costs, repair or replacement of any existing underground utilities, sprinklers, or other utilities. All Steel Fence, Inc. is authorized to do the work as specified on all pages of this proposal. I have read the proposal conditions in their entirety and have reviewed the attached project layout and agree to all conditions set forth on all pages of this proposal.

Date: \_\_\_\_\_ Date: 3/16/2023

\_\_\_\_\_ for ALL STEEL FENCE, INC.

Company Name (if applicable) \_\_\_\_\_  
 Authorized Signature [Signature] for Tom Cornell, III  
 TOM CORNELL, III

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_ ALL STEEL FENCE, INC.

Purchase Order # (If required): \_\_\_\_\_ 146 Klo Road - P. O. Box 1309, Lathrop, CA 95330  
 CA Contractor's License #: 710512 Class: C-13

Customer billing address: \_\_\_\_\_



## EXHIBIT B: SCOPE OF WORK – ALL TRADES

### 1. EXHIBIT B: SCOPE OF WORK

1.1 **Subcontractor acknowledges and agrees that it is contracting with Balfour Beatty-Clark/Sullivan, A Joint Venture, Joint Venture CLSB # 1093154. The Subcontract documents are based on Balfour Beatty Standard documents and may contain references to Balfour Beatty without reference to the Joint Venture; however, the parties hereby acknowledge and agree that all references in the Subcontract documents to Balfour Beatty, Contractor, or any variation thereof such as lease-leaseback “lessor” or “prime contractor” shall mean the Joint Venture.**

1.2 These documents were developed from Balfour Beatty’s standard set of subcontract documents, which use the terms: “Subcontractor” (to identify the party contracting to perform the scope of work) and “Subcontract” (to identify the form of contract being signed by the party contracting to perform the scope of work). The parties have attempted to universally update these documents to reflect the titles and naming conventions applicable to this Project. However, the parties acknowledge that there may be instances within these documents where the titles or naming conventions from Balfour Beatty’s standard set of subcontract documents do not match those applicable to this Project. Therefore, notwithstanding anything to the contrary in these documents, the parties acknowledge and agree that regardless of titles or naming conventions used herein, “Subcontractor” shall refer to the party herein contracting to perform this scope of work, and “Subcontract” shall refer to the form of contract being signed by the party contracting to perform this scope of work. Similar titles or names found in these documents shall be deemed to refer to the meanings expressed herein as customarily interpreted in the construction industry.

### A. AUTHORITIES HAVING JURISDICTION (AHJ)

- A.1. Procurement of business license, permits, fees, taxes, etc., as required for own work.
- A.2. Compliance with the regulatory agency, trade organization, and governing bodies requirements having jurisdiction over own work.
- A.3. Costs for re-testing and re-inspections should initial tests or inspections fail. The Subcontractor shall pre-walk and complete the required contract work before requesting an inspection. Provide a minimum 72-hour notice prior to inspection.

### B. COORDINATION

B.1. **Preconstruction and Pre-installation Meetings** – Per BBC’s direction, each Subcontractor may be required to schedule a preconstruction and pre-installation coordination meeting before the start of work. This meeting will coordinate all work details to ensure the final product is accepted and warranted. This meeting shall be scheduled a minimum of two weeks before the commencement of work. This Subcontractor shall coordinate the attendance of the Sub representative, the owner, the architect, all affected trades, and BBC. This Subcontractor shall chair the meeting, take and distribute minutes, and implement discussion items as required.

## EXHIBIT B: SCOPE OF WORK – ALL TRADES

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- B.2. **Turn-Key Installation** – This Agreement intends that the Subcontractor furnish and install a complete "Turn-Key" installation of all the work described. For instance, if one wall is called out to be painted, all walls shall be assumed to be painted. Apply this same logic to the scope of this work. This also requires this Subcontractor to review all documents and work pertaining to this trade and can be called out on any drawings. For instance, if a drain is called out in the Architectural drawings but not in the plumbing drawings, this Subcontractor shall assume a drain is included and provide all required plumbing for the drain to function for its intended purpose. Apply this same logic to the scope of this work.
- B.3. **Most Stringent** – In the event of any discrepancy found within the Contract Documents and/or Bid Package documents, the most stringent requirement and/or scope responsibility shall apply. "Most Stringent" shall constitute the option with the highest quality characteristics and/or the strictest code requirements.
- B.4. **Elements of the Work** – The Subcontractor is expected to provide a complete and finished product, including appurtenances and accessories usually performed in conjunction with the work, unless specifically excluded elsewhere in this contract. The Subcontractor shall verify that the work area is ready for the commencement of work and notify BBC of any deficiencies in advance to make corrections before the associated subcontractor's start date. Commencement of work implies acceptance of all conditions.
- B.5. **Paperless Project** -BBC Sustainability Initiative is moving toward complete paperless projects. Correspondence, RFI's, Submittals, and Change Orders must be submitted electronically by the Subcontractor. Submittals that cannot be provided electronically (Samples, Color Charts, etc.) shall be delivered to BBC's project site office. Online access to BBC's Project Management Software, Procure, or other applicable project management software will be made available to each Subcontractor to transmit data.
- B.6. **Additional Work** - If any document issued during construction results in additional work and/or cost, the Subcontractor will notify BBC immediately, but no later than five (5) working days after receiving the said document. Subcontractors are to submit their costs within ten (10) working days. The Subcontractor understands that only the Project Manager or a Corporate Officer may authorize or make any change to the contract that involves a change in the contract price and that any change must be confirmed in writing prior to the start of any change in work. Failure to obtain written change prior to proceeding with work will result in a denial of payment for the requested change.
- B.7. **Project Schedule** - Strict compliance with the Project Construction Schedule will be enforced, particularly regarding the timely submittal of shop drawings, procurement, fabrication, delivery, and installation of work to the project. The Subcontractor has reviewed the project schedule and has included all mobilizations, move-on, and overtime necessary to comply with the said schedule. Failure to meet the required delivery and install dates per the most current published project schedule will result in the subcontractor paying for expedited fabrication, delivery, and premium labor time as directed by BBC.
- B.8. **Product Data Submission** - Submit product data within (10) ten days of contract award. Submit electronically as a single PDF. All equipment cut sheets will be arranged per specification section number. Provide a table of contents and a bookmark at the start of every product sheet. Submit shop drawings within 15 days of contract awards. Failure to submit shop drawings with ample time for evaluation shall not entitle

**EXHIBIT B: SCOPE OF WORK – ALL TRADES**

the subcontractor to an extension of contract time. No work will be authorized on-site without the prior submittal (and subsequent approval) of complete shop drawings. Any exceptions to this must be in writing and approved by BBC and the Design Team when applicable. Shop drawings must indicate complete details and dimensions of the work to be performed. Include all items listed in the specifications.

- B.9. **Submittals** - For each submittal, the Subcontractor shall provide a letter on company letterhead and signed by PM indicating that the submittal has undergone full in-house review to ensure full compliance with contract documents and coordination with other trades. Any exceptions to the contract documents shall be indicated in this letter. Any discrepancies or exceptions not identified in writing shall be corrected at the sole expense of this bid package and at no cost to the owner, BBC, and/or design consultant.
- B.10. **Coordination of Documents** - Subcontractor to provide close coordination and attention to detail between documents and between, including but not limited to, Structural, Mechanical, Plumbing, Electrical, and Fire Protection Subcontractors during the submittal process and all phases of construction. Subcontractor shall review and reference drawings and documents related to own work and Architectural, Structural, and MEPF drawings before the generation of shop drawings. Each Subcontractor shall produce submittal and shop drawings confirming the routing of each system and components respective to its trade and space allocated to other trades. Conflicts between documents, trades, and the proposed resolution shall be identified within 20 days of the contract award to ensure the timely submission of submittals and shop drawings.
- B.11. **Project Site Meetings** - Attendance at project site coordination, scheduling, pull planning, change order, and safety meetings are MANDATORY for all subcontractors.
- B.12. **Substitutions** - Substitutions are allowed only as specified. The Subcontractor must provide a side-by-side comparative analysis guide and perform and provide all necessary research and backup for the substituted item. BBC and the Architect will not accept substitutions without proper documentation as defined in the specifications. Substitutions must be identified and submitted separately before the standard submittal process and approved before the commencement of work.

~~B.13. **Deferred Submittals / Delegated Design** - Furnish and provide design services, fabrication, and installation, of Deferred Submittals and/ or Delegated Design as required within the contract documents. This Subcontractor recognizes and understands the critical nature of the review and approval of work elements and agrees to the following expedited submittal time frames and associated cost impacts. Note: Although review time frames are not within the control of this agreement, time is of the essence concerning all other elements of this submittal, the resubmittal process, and all associated material procurement and installation under this agreement. All RFIs related to the subject of the deferred submittal and/or Delegated Design shall be submitted within 30 calendar days after notification of award or receipt of Letter of Intent to award documentation. This Subcontractor may assume that RFI responses received within this time frame shall be answered within fourteen (14) calendar days. A complete submittal consisting of necessary shop drawings, cut sheets, details, and associated calculations with the required engineer's stamp and wet signature shall be submitted to BBC within sixty (60) calendar days after Notification of Award or the~~

3/14/2023: All Steel Fence, Inc. excludes (and has not included with our bid) any Delegated Design, Deferred Submittals, Engineering, calculations, stamped-certified designs or other design/engineering services.

**EXHIBIT B: SCOPE OF WORK – ALL TRADES**

~~calculations and design work. This Subcontractor agrees that in the event the Deferred Submittal and/or Delegated Design as noted above is not received by BBC within the sixty (60) calendar daytime frame prescribed above, BBC is authorized to deduct via a unilateral change order of \$500 for each calendar day beyond the sixty (60) calendar days that the above referenced complete submittal is not provided. The time frame outlined above will be followed unless the project schedule dictates otherwise. Liquidated damages will be accessed to any overall project delays.~~

B.14. ~~**As-Builts** - Provide approved updated as-built drawings digitally and on the project records set housed in the BBC project site office by the 22nd day of each month as a prerequisite to payment requirement~~

3/14/2023: All Steel Fence, Inc. excludes (and has not included with our bid) any as-builts.

B.15. **Plans and Specifications**- The Subcontractor is to have on-site an updated and current set of project plans and specifications to complete their work. This includes but is not limited to posting as-builts, RFI, ASIs, CCDs, etc.

B.16. **Project Phases** - Compliance with “phases” for the project. Work activities may be restricted or stopped based on the owner’s schedule.

B.17. **Filed Management via Mobile APP** - BBC will use Autodesk’s BIM 360 or Autodesk Construction Cloud (ACC) to manage construction issues on this project. These issues will include managing and tracking the project Punch List(s) but may also include Safety, Commissioning, and Quality Control. The Subcontractor will be provided user accounts at no cost for the project’s duration and supplied with necessary training documents for users. The Subcontractor will be expected to log onto their Autodesk BIM 360 or Autodesk Construction Cloud (ACC) regularly to view the subcontractor’s respective outstanding issues and respond promptly, as established by the BBC project team. The Subcontractor will also be required to opt-in for the daily summary email through the Autodesk BIM 360 or Autodesk Construction Cloud (ACC) system. The Subcontractor is to provide contact information for assigned project personnel to receive the Autodesk BIM 360 or Autodesk Construction Cloud (ACC) updated lists.

~~B.18. **Building Information Modeling** –The Subcontractor shall participate in BBC’s Building Information Modeling (BIM) coordination as necessary for this project and the Subcontractor’s scope of work. The BIM coordination information will be used by other trades in the layout of structural concrete, structural steel, rough carpentry, special equipment, fire suppression, plumbing, mechanical, electrical, low voltage systems, and site utilities. The Subcontractor shall provide an updated BIM Design Model or Fabrication Model and As-Built Model at each project milestone and regular intervals coinciding with regular coordination meetings. All changes from the contract documents need to be confirmed through the RFI process. Reference BIM Coordination Specifications for specific BIM requirements.~~

3/14/2023: All Steel Fence, Inc. excludes (and has not included with our bid) any Building Information Modeling or related items.

B.19. **Mechanical, Electrical, Plumbing, and Fire Sprinkler (MEP/FS) Coordination** – If applicable to items installed by the Subcontractor, the Subcontractor shall coordinate work including but not limited to above and/or in ceilings, chases, under a slab, and in-wall systems with the work of other trades to ensure proper space utilization, access for ongoing maintenance, and conformance with the requirements of the Contract Documents. The coordination drawings shall also show any point loads detailing the proposed and/or approved locations to be carried by the structure and the attachment method for connecting them to the

Not applicable to All Steel Fence, Inc.'s scope of work.



## EXHIBIT B: SCOPE OF WORK – ALL TRADES

structure. This Subcontractor shall follow and provide the requirements included in the BIM specification and BIM Execution Plan for this project, including an Exhibit of this Subcontract. This Subcontractor shall jointly prepare, with HVAC, Plumbing, Electrical, and Fire Protection Subcontractors, overlay drawings indicating the vertical and horizontal routing of pipes, bracings, and any accessories to avoid conflicts (also see BIM Requirements). The Subcontractor shall attend weekly MEP/FS coordination and BIM meetings. The Subcontractor understands that the coordination and BIM meetings will begin before mobilization on-site. All changes to the model that this subcontractor believes will add cost must be submitted via an RFI to BBC and receive a Notice to Proceed before proceeding.

- B.20. **Digital Documents Access in the Field** - The Subcontractor will supply the onsite Foreperson with appropriate mobile technology to access digital documents.
- B.21. **Field Quality Control** - The Subcontractor will provide a QC plan to BBC before the start of work for approval and follow the plan for their work.
- B.22. **Staking** - Provide a minimum 72-hour notice for staking, survey, or inspection requirements. Protect the stakes placed for own work. If re-staking should be required due to stakes damaged or removed by the Subcontractor, the Subcontractor must notify BBC in writing (i.e., by email) if and when re-staking is needed and provide the reason for the re-staking. Re-staking costs will be the responsibility of the Subcontractor.
- B.23. **Substrate Acceptance** – The Subcontractor shall confirm that substrate conditions are acceptable and will accommodate the Subcontractor’s work before installation. The Subcontractor shall provide written notice of all substrate areas not in compliance before starting work. The Subcontractor acknowledges that the associated substrates are acceptable once the installation commences.
- B.24. **Subfloor and Subgrade Tolerances** – The Subcontractor shall confirm that the subfloor and subgrade are within tolerances to achieve the required surface. The Subcontractor acknowledges that the subfloor and subgrade conditions are acceptable once installation commences.
- B.25. **Floor and Surface Protection** –The Subcontractor shall protect all exposed surfaces from any staining, scarring, or damage associated with but not limited to, erection, welding, grouting, lay down, storage, cleanup, or any other activities. All material spillage or overspray, including but not limited to grout, fireproofing, paint, chemicals, cleaners, caulking, etc., must be removed immediately to avoid staining and damaging adjacent work. No chalk other than white or blue chalk, with a “Permanence Rating” of 0 or 1., or pencil is permitted for layout – specifically – NO permanent markers (Sharpies, Marks a Lot, Spray Paint, or other) shall be permitted for use. The Subcontractor shall use non-marking tires (or utilize tire “diapers”) on all equipment (including scaffolds and lifts) that comes in contact with the finished concrete floors. No pipe threading operations in the building are to be allowed. Pipe threading operations are to be outside in a contained area.



**EXHIBIT B: SCOPE OF WORK – ALL TRADES**

B.26. **Layout** – The Surveyor will provide line and grade benchmarks for offsets to the building corners. The Surveyor provides benchmarks, general offsets, and building controls. The Subcontractor shall provide the layout for their work and are responsible for its accuracy. The Subcontractor shall remove all markings from finished surfaces used for layout work. No markings will be allowed on exposed architectural formwork. The Subcontractor is responsible for any damage or movement made to established reference points or benchmarks. The Subcontractor will verify the dimensions shown on the drawings before proceeding with the layout for the Subcontractor’s work and will be responsible for any errors or inaccuracies resulting from its failure to do so. The Subcontractor will notify BBC in writing of any discrepancies before proceeding with the Subcontractor’s work. All Steel Fence, Inc. does not agree to be responsible for verifying proper suveying and staking or grading that is performed by Others. We always exclude those items.

B.27. **Scaffold** – The Subcontractor shall furnish and maintain their own scaffolding, runways, and stairs as required to complete their scope of work. Toe-boards are required at all levels on all scaffolding. If a Subcontractor removes any runways, safety handrails, or other safety items installed, it will be that Subcontractor’s responsibility is to replace that safety item immediately. This Subcontractor will provide general-use scaffolding for their own work. The Subcontractor may require other Subcontractors to sign a release of liability or permit use document to utilize the general-use scaffold. The Subcontractor’s “competent person shall inspect all scaffolding daily.” The Subcontractor shall follow BBC’s red and green tag procedures defined in the SH&E Manual.

B.28. **Blocking and Backing** –The Subcontractor shall coordinate the layout for blocking and backing with other trades as required to install their work promptly, as per the specifications and state or local code. If the Subcontractor fails to provide layout when framing is scheduled to be on-site for the locations, backing or blocking is needed, the Subcontractor shall provide their own backing and blocking. Further, the Subcontractor shall provide backing drawings to BBC and other trades before the framing sequence is noted in the construction schedule. Provide photos of in-wall backing for As-Builts.

3/14/2023: All Steel Fence, Inc. excludes (and has not included with our bid) items in B.28.

~~B.29. **Blockouts** – The Subcontractor shall provide the layout of any blockouts required for their own work, including blockouts in precast panels, CIP concrete, masonry, etc.~~

~~B.30. **Sleeves and Inserts** – Whenever the Subcontractor requires sleeves or inserts to complete their work, the Subcontractor shall be responsible for furnishing, laying out, setting, and protecting their own sleeves or inserts, including but not limited to monitoring the associated concrete placement to assure proper final position.~~

~~B.31. **Embeds** – The Subcontractor shall promptly furnish all necessary layout, embeds, and structural penetration drawings required to install the Subcontractor’s work. Embeds are to be onsite a minimum of 72 hours before installation. This includes providing multiple layout drawings as needed for coordination amongst the trades. Subcontractor to provide a competent person to verify Steel and Concrete Subcontractor’s installation of all embeds and anchor bolts complies with provided coordination layout drawing(s).~~

3/14/2023: All Steel Fence, Inc. excludes (and has not included with our bid) any items in B.29, B.30, or B.31.

EXHIBIT B: SCOPE OF WORK – ALL TRADES

B.32. **Field Measurements** – The Subcontractor shall field measure and confirm all dimensions before starting work and fabrication. The Subcontractor shall inform BBC of discrepancies or guaranteed dimensions required to maintain the construction schedule. Subcontractor to verify measurements in the field before delivery and installation.

~~B.33. **Fireproofing** – The Subcontractor shall be responsible for repairing any fireproofing damaged by installing their own work. Subcontractor to install any beam attachments required by this Subcontractor before spray-on-fireproofing. The Subcontractor shall be responsible for patching fireproofing and/or insulation that is removed or damaged during the installation of the work.~~

~~3/14/2023: All Steel Fence, Inc. excludes (and has not included with our bid) any fireproofing or related items.~~

B.34. **Mock-ups** – Subcontractor to provide mock-ups per the Contract Documents as required to confirm design or establish work quality. The Subcontractor shall be responsible for removing onsite mock-ups at the completion of the project. All mock-ups must be installed and approved before actual work is implemented.

3/14/2023: All Steel Fence, Inc. excludes (and has not included with our bid) any mock-ups for this project.

B.35. **Owner Furnished-Contractor Installed (OFCI)** – Subcontractor shall receive, inventory, handle, uncrate, assemble (if needed), position, install, and protect OFCI equipment where installation is part of this Subcontractor’s work. The Subcontractor is responsible for the removal and disposal of crating material for the OFCI material it is installing.

~~B.36. **Penetrations** –The Subcontractor shall furnish and install all floor, wall, roof, etc., penetrations required for the work. All penetrations are to be installed per contract documents. The Structural Steel, Steel Decking, Concrete, Precast, Rebar, Framing, and Masonry Subcontractors will be responsible for cross-referencing all drawings to ensure all penetrations are included. All structural support of penetrations will be the responsibility of the structural steel, decking, concrete, precast, rebar, framing, and masonry subcontractor. For work to be installed by others, the Subcontractor shall provide layout drawings in advance to meet the overall installation schedule. Each Subcontractor with work affecting the structural steel, decking, concrete, precast, rebar, framing, and masonry shop drawings must provide rough opening dimensions and locations. Coordination in the field shall also be required. Failure to do so transfers responsibility back to that Subcontractor for any costs associated with re-work.~~

~~3/14/2023: All Steel Fence, Inc. excludes (and has not included with our bid) items contained in B.36.~~

B.37. **Quality** – Each subcontractor is responsible for providing a competent person to make continuous inspections (Quality Tours) of the project to review mock-ups, samples, first-installed elements of work, and the overall work in place. From this review, BBC will compile and issue a list of items deemed either unacceptable or not in compliance with the project quality standards. This list will be distributed to all the parties involved within (72) hours of the inspection. Each Subcontractor having items requiring correction must have all the non-conforming work corrected within (5) business days of notification. After completing the work, each Subcontractor shall notify BBC that the item(s) in question have been corrected and that the work is ready for re-inspection. All work will be backchecked before the next project Quality Inspection to ensure compliance. BBC reserves the right to have the final say in quality acceptance, pending conformance with the Contract Documents. The program shall address, at a minimum, what quality control steps will be taken for all activities performed by the Subcontractor to minimize the punch list.

**EXHIBIT B: SCOPE OF WORK – ALL TRADES**

B.38. **Repair** – If the Subcontractor removes, damages, or disrupts the work of others, either intentionally or inadvertently, while accomplishing the Subcontractor’s Work, the Subcontractor shall be responsible for the repair, replacement, or rework necessary to correct such work.

B.39. **Tolerances** – The Subcontractor has reviewed and thoroughly understands the contract documents, specifications, and manufacturer's specifications for this project and the construction tolerances allowed for all trades in the installation of their work. The Subcontractor agrees that if their work is to be installed on floors, wall partitions, ceilings, or other appurtenances constructed by other trades, and provided the other trades’ work has been installed within the indicated or specified tolerances, the Subcontractor will be responsible for the greater tolerances that may be required for the installation for their own work.

B.40. **Porta-Potties** - Subcontractors may need to move porta-potties and barriers to access and complete their own work. Once work is completed, equipment will be returned to its original location or an adjusted location agreed upon with BBC.

~~B.41. **Spoils** - The Subcontractor shall be responsible for removing any spoils generated by their own work, from the site, within 48 hours. Stockpiling of spoil materials shall not be allowed unless explicitly approved by the BBC Superintendent.~~

~~3/14/2023: All Steel Fence, Inc. excludes (and has not included with our bid) any off-haul of spoils.~~

~~B.42. **X-Ray (scanning)** - Provide reinforcing steel identification whenever penetrating a concrete or CMU surface.~~

~~B.43. **Patch and Sawcut** - Patching and saw cutting for own work.~~

~~B.44. **Core Drilling** - All core drilling for own work. This includes scanning, locating, and other means of investigation required to perform this work.~~

~~3/14/2023: All Steel Fence, Inc. excludes (and has not included with our bid) any x-ray (scanning) or patching/saw-cutting or core drilling.~~

B.45. **Predrilling** – Predrilling for own work as required, including but not limited to steel, concrete, masonry, wood, plaster, etc.

B.46. **Imported Material** – The Subcontractor shall acquire BBC’s and the engineer’s approval of all imported material before import operations begin.

B.47. **Final Adjustments** – The subcontractor is responsible for the final adjustment of their own work upon completion of installation.

**C. HOUSEKEEPING**

C.1. **Daily Cleanup** – The Subcontractor is responsible for daily cleanup of their scope of work, broom sweeping of the work area, and removal of their own debris from the project site. If the Subcontractor should fail to provide sufficient cleanup, BBC may perform the cleanup work after a 48-hour written notice and assess all costs to the Subcontractor. The cost of this clean-up effort will be prorated between subcontractors. There will be strict adherence to the Best Management Practices listed in the Project’s SWPPP Program.

**EXHIBIT B: SCOPE OF WORK – ALL TRADES**

- C.2. **Composite Cleaning** - Each Subcontractor, while on-site, must provide one (1) worker for four (4) hours each week for a composite clean-up of the construction site, including but not limited to the site interior, exterior, roof, etc. A composite clean-up does not consist of only your debris or trash but is to provide a group to clean the entire project on a day and time determined by BBC. For crews of over ten (10) members, one worker needs to be added for every additional ten (10) members after that.
- C.3. **Containment** – The Subcontractor shall provide protection and containment under all pipe cutting and have an emergency spill cleanup kit available at their work area. No oils shall drip on concrete slabs or finish surfaces. The Subcontractor will be responsible for any costs associated with clean-up, damage, or adhesion failures resulting from oil spillage.
- C.4. **Wastewater** - The Subcontractor shall be responsible for the containment and the removal of any water waste (e.g., from tile-cutting operations, concrete washout, etc.). Subcontractors shall remove from the site any water waste by their own means and shall not use the facility’s waste lines to discharge such waste.
- C.5. **Dumpsters** - Each Subcontractor is responsible for the daily cleanup and disposal of trash into the BBC-provided dumpsters. Clean up of own debris, scrap, waste, spoils, packing materials, boxes (to be broken down), etc., and placement thereof into the BBC-provided dumpsters.

Note: BBC will not provide dumpsters for demolition, concrete, slurry, plaster, drywall, gypsum, and electrical lighting packaging and boxes. Dumpsters for these specific materials must be supplied by the Subcontractor producing the waste. These Subcontractors are to provide copies of all dump and haul and recycling tickets to BBC for waste diversion reporting; comply with Construction Waste Management and Disposal per contract documents and BBC sustainability requirements. These Subcontractors are responsible for paying all dump fees, hauling fees, and other costs associated with abatement, demolition, removal, hauling, dumping, etc. All materials must be disposed of offsite at a legal dump site.

- C.6. **Washout Containers** - Concrete trucks, concrete pumps, booms, hoses, equipment, and tools are to be washed out in approved washout containers provided by the Subcontractor for their scope of work. This includes drywall and paint tools. Locate washout containers as designated by BBC. Washout containers to have a watertight lid and the lid installed at the end of each workday. This Subcontractor is responsible for removing washout debris to a legal dumpsite as needed, at least weekly. This Subcontractor will be required to furnish and install the washout signage at all designated washout areas.
- C.7. **Non-Marking Tires** - Use non-marking tires on all equipment on any concrete surface. This equipment shall be diapered to help eliminate stain risks. This Subcontractor is responsible for cleaning or returning the concrete surface to its original condition.
- C.8. **Dry Cutting** - No dry concrete, block, plaster cutting, or coring is permitted on this project. Only wet methods will be allowed. All vacuuming and cleanup of any water, slurry, silt, or any other waste material must be done immediately following the completion of the task and disposed of legally. Follow all OSHA Silica requirements.

## EXHIBIT B: SCOPE OF WORK – ALL TRADES

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- C.9. **Dust Control** – The Subcontractor shall be responsible for protection, clean-up, and mitigation measures associated with dust control as created by their scope of work.
- C.10. **Final Clean** – The Subcontractor shall include the final cleaning of all materials and equipment they have installed. This consists of removing labels, protective coatings, oils, residues, etc.
- D. LABOR**
- D.1. Provide one qualified superintendent or one lead foreperson for the duration of own work on the project, including during punch list work at the completion of the project. The Subcontractor is to have a supervisor on-site at all times work is being performed. Supervisor to have the authority to control all aspects of Subcontractor's work and shall be able to receive and act upon directions given by BBC. The Subcontractor will provide field and office supervision adequate for the proper and timely execution and management of the work per the project schedule and other contract requirements. At a minimum, The Subcontractor is to assign a Project Manager and Superintendent for the project's duration. All subcontractor personnel will need to be approved by BBC. If asked, the Subcontractor will remove and replace personnel at BBC's discretion. No changes in supervision shall be allowed without written authorization from BBC unless caused by termination or severe illness. BBC shall have the right to reject any proposed Subcontractor personnel without cause.
- D.2. **Crew power** – The Subcontractor will provide all labor necessary to comply with BBC's Project Schedule. Subcontractor to provide prompt correction of any labor deficiencies.
- D.3. **Daily Reports** - Daily reports must be submitted daily, including all tier subs. Subcontractor to complete all daily reports in Procore with labor hours by trade and scope of work completed, with all attachments included but not limited to Pre-Task Plans, dig permits, safety meetings, etc. Daily reports must be legible and complete.
- D.4. **Certified Payroll and Insurance** - This prevailing wage project requires weekly certified payroll, current insurance certificates, and compliance with current prevailing wage statutes. The Subcontractor acknowledges and agrees that BBC will use LCP Tracker to facilitate and administer the Subcontractor's and BBC's labor compliance obligations under the Subcontract. The Subcontractor agrees that the Subcontract Price includes all costs associated with utilizing the LCP Tracker program, and the Subcontractor will comply with BBC's direction related to the same.
- D.5. **Welding** – The Subcontractor will provide evidence of welding certification per the Contract Documents. All welding will comply with applicable provisions, regulations, codes, etc. The Subcontractor shall utilize gas or diesel-operated welding machines with proper building ventilation. Welding machines must have welding leads long enough to remain outside the building. It is understood that welding will not be done using temporary onsite power. Electrically powered welding machines shall not be allowed for use on this site except when BBC grants explicit written approval. If electric welding machines are permitted to be used under special circumstances, the subcontractor shall provide the necessary power service and consumed power. It will also be the Subcontractor's responsibility to install all subpanels required for their own

## EXHIBIT B: SCOPE OF WORK – ALL TRADES

convenience above and beyond what is supplied by the electrical subcontractor. All welding for the project shall comply with the applicable provisions, regulations, codes, etc.

- D.6. **Supplier's Code of Conduct** - The Subcontractor agrees to abide by and comply with BBC's Suppliers' Code of Conduct. Contact BBC to request a hard copy of the Supplier's Code of Conduct.

### E. LOGISTICS

- E.1. **Storage** – The Subcontractor is responsible for the storage and security of their own material and/or equipment on and off the project site property. The Subcontractor will provide a work shed, storage yard, and/or trailers and security fence for their own storage requirements. The location(s) will be approved and coordinated with the BBC Superintendent.

- E.2. **Off-loading** - Hoisting, scaffolding, ladders, lifts, and moving material and/or equipment for own work.

- E.3. **Parking** - Provide parking as required for own employees, equipment, suppliers, and sub-tier subcontractors, should parking not be available or convenient to the project site. The shuttling of each Subcontractor's crew power will be their own responsibility.

- E.4. **Construction Boundaries** - Subcontractors are to maintain all work activities within the limits of the construction boundary. Damage to adjacent finished surfaces will be the responsibility of this Subcontractor to repair to like-new condition.

- ~~E.5. **Traffic Control** – Provide all traffic control, including plans, permits, fees, material and signage, flag person(s), and/or spotter(s) required for their own work.~~

~~3/14/2023: All Steel Fence, Inc. excludes (and has not included with our bid) any traffic control.~~

- E.6. **Deliveries** – Project laydown may be limited. All deliveries shall be just in time. The Subcontractor will be responsible for all costs and/or fees for their own offsite storage. All material deliveries, storage areas, stockpiles, and/or project site facilities must be coordinated with BBC's onsite management at least (48) hours before delivery to the site. Deliveries shall be during the approved project site work hours and should consider any noise-sensitive areas or other project-specific restrictions. The Subcontractor is responsible for receiving and unloading their own material, rigging, and equipment necessary to perform this task. The Subcontractor must coordinate deliveries from their own sub-tier subcontractors and/or vendors. Any non-scheduled deliveries are subject to being disallowed and/or turned away. Delivery drivers must always stay with their vehicles and wear proper site PPE when outside their vehicles. New delivery drivers are required to go through a site-specific safety orientation. Provide traffic control, including flagmen, as required for own deliveries.

- E.7. **Break Areas** – Eating and drinking will not be allowed inside the building or project site except in designated break and eating areas outside the building. The BBC Superintendent will establish break areas. No other food, drinks, chewing, sunflower seeds, etc., will be allowed outside these designated areas. BBC will provide covered tables and/or benches and shade per OSHA heat illness guidelines. BBC will provide

## EXHIBIT B: SCOPE OF WORK – ALL TRADES

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trashcans. It is understood that no “lunch wagons” will be allowed on the project site. The selling of any goods by the Subcontractor or the Subcontractor’s employees on the project site is strictly prohibited.

- E.8. **Hoisting** – The Subcontractor will provide all hoisting required for their own work. This includes but is not limited to all equipment, cranes, lifts, operators, pick plans, permits, rigging, flagging, spotters, removal, and reinstallation of installed safety measures, and all safety devices and delineation required. All hoisting activities must be scheduled and approved by the BBC Superintendent.
- E.9. **Equipment Access** – The Subcontractor shall verify access of all equipment into the permanent building openings before construction of said areas. The Subcontractor will notify BBC of any conflicts that may require temporary openings before construction in each area.
- E.10. **Haul Routes** - Subcontractor to comply with all City requirements regarding haul routes and obtain all permits as required. Submit the approved hauling route with applicable permits to BBC for approval two (2) weeks before any work commencing on site. Provide traffic control, flagmen, and street sweeping, for the duration of own work. Street sweeping shall occur, at a minimum, at the end of each day. Clean streets that board the project site and any onsite paved vehicle areas.
- E.11. **Vehicular and Pedestrian Traffic** – The Subcontractor shall not block or disturb any roads, sidewalks, gates, or entrances used by institution operations to access the existing facilities, nor use any part hereof for storing materials unless approved by BBC and applicable operations staff. Unobstructed access to all points of entrance and exit from the existing facility at all times.
- E.12. **Multiple Areas** – The Subcontractor acknowledges that this project may consist of multiple areas that must be worked on concurrently to maintain the Project Schedule. The Subcontractor shall provide labor, materials, and full-time on-site management, including field supervisors for each area, to properly supervise and expedite the work to meet the project schedule.
- E.13. **Weather Mitigation** – The Subcontractor will be responsible for weather protection concerning their own work and materials stored on-site and shall be responsible for the removal of water infiltration that is caused by the Subcontractor. The Subcontractor shall repair and/or replace or provide compensation to restore weather protection or finish surface protection if damaged or removed by the Subcontractor. Any penetrations made by the Subcontractor will also be in coordination with the Weather Mitigation Practices provisions for this project. The Subcontractor shall seal all floor, wall, and ceiling penetrations as required.
- E.14. **Elevated Deck Loading** - If the Subcontractor plans on using scissor lifts or other mechanical lifting devices to install their work on elevated decks, it is their responsibility to prove to the structural engineer through stamped engineer calculations that the structure can support them without shoring. If shoring is required, it will be up to this Subcontractor to install and remove it. This would also apply to concentrated material staging on elevated decks.

**EXHIBIT B: SCOPE OF WORK – ALL TRADES**

**F. MATERIALS**

~~F.1. **Sealants and Caulking** – Subcontractor to furnish and install all sealants, caulking, and link seals for their own work, including preventing water intrusion behind this Subcontractor's assemblies. Refer to trade scope for further detail.~~

~~F.2. **Fire Caulking** – Subcontractor to furnish and install all fire caulking for their own work as required per contract documents. All fire caulking must be red.~~

~~F.3. **Fire and Acoustical Pads** – Subcontractor to furnish and install all fire and acoustical pads for their own work.~~

3/14/2023: All Steel Fence, Inc. excludes (and has not included with our bid) any items in F.1, F.2, or F.3.

F.4. **Delivered Materials QC** – Upon delivery, the Subcontractor will verify that the materials delivered are per approved submittals and provide documentation to BBC of verification. Any items delivered that are not per approved submittals are subject to being disallowed and/or turned away.

~~F.5. **Hardware and Fasteners** – Subcontractor to furnish and install all hardware, fasteners, and flashings for their own work. This Subcontractor is responsible for compliance with seismic restraint requirements.~~

3/14/2023: All Steel Fence, Inc. excludes (and has not included with our bid) flashings, seismic restraints or related items.

F.6. **F** related items. The Subcontractor will immediately inform BBC in writing of any damage or defects. The Subcontractor shall be responsible for the removal and timely replacement, at no additional cost, of material that is damaged or defective. The Subcontractor is to coordinate stored materials with BBC's Superintendent. The Subcontractor understands that they are responsible for moving any stored materials if required for other trades work.

F.7. **Access Panels** – Subcontractors, unless noted otherwise, shall furnish and install access panels for their own scope of work and coordinate layout amongst each related trade of the type, size, rating, and specification as required to fit the conditions in which they are installed. Subcontractors are to supply BBC with shop drawings showing access panels' location pertaining to their scope of work. The Subcontractor shall provide all access panels for rough openings to the Framing and/or Ceiling Subcontractor and provide BBC with a copy of the transmittal.

F.7 does not apply to the scope of work bid by All Steel Fence, Inc. and is not included.

F.8. **Expediting** – The Subcontractor shall include and account for any costs associated with expediting and/or special freight for delivering all materials and equipment per the construction schedule. The Subcontractor shall provide a list of any extended lead items that need special submittal and approval provisions beyond the normal process (from the specifications) as part of the Subcontractor's procurement log.

F.9. **Expedited Deliveries** – The Subcontractor shall expedite delivery of all items recessed or incorporated into work by others as required for the standard installation sequence per the construction schedule, including sleeves, anchors, block-outs, access doors, etc.



## EXHIBIT B: SCOPE OF WORK – ALL TRADES

F.10. **Price Fluctuations** - As part of the Subcontractor's due diligence responsibilities, Subcontractor is required to schedule, plan, order, obtain, and store materials and equipment sufficiently in advance of its work at no additional cost to assure that there will be no delays. Subcontractor understands that this may be a multi-year contract and that materials fluctuate in value and shall have adequately addressed market fluctuations through agreements with this Subcontractor's vendors or by other means. Subcontractor further understands and incorporates into Subcontractor's bid or proposal cost any wage rate increases during the project for the Subcontractor's labor force as well as all other sub-tier subcontractors and vendor labor forces. Subcontractor also understands the length of the project schedule and has incorporated an appropriate budget to include labor, material, and equipment escalation costs. At no time will BBC and/or the Owner accept any costs associated with these increases. BBC and/or the Owner shall not be responsible for market fluctuations in costs or labor rate increases during the project. Subcontractor further has incorporated any and all cost increases in areas of work where there may be schedule variations, so that cost increases are not passed through to BBC and/or the Owner.

All Steel Fence, Inc.'s bid proposal must be accepted within 90 days or bid pricing is subject to change.

### G. CLOSEOUT

G.1. **O&M Manuals** - Hard copy O&M Manuals to be submitted double-sided in binder format, and an electronic copy provided to BBC within 60 days before substantial completion.

G.2. **Warranties** - Compliance with specified warranty requirements.

G.3. **Attic Stock** - Provide all attic stock material required per contract documents. All material deliveries, storage areas, stockpiles, and/or project site facilities must be coordinated with BBC's onsite management at least (48) hours before delivery to the site.

G.4. **Closeout Documents** - Closeout documents, training, and/or materials shall be provided and approved before the approval of the Subcontractor's final application for payment, inclusive of any retention release. The Subcontractor will submit all closeout documentation within 60 days [before substantial completion, unless otherwise noted, i.e., commissioning as-built will be upon completion. The Subcontractor shall promptly complete all project closeout requirements to avoid delays to the project's occupancy, turnover, and BBC's final payment.

G.5. **Punchlist** – The Subcontractor agrees to complete the items on the punch list within ten (10) business days of receipt or sooner as required by the schedule.

G.6. **Audio and Video Training** – The Subcontractor shall provide all audio and video of owner operating, maintenance, and training sessions. The video shall be clear and free of excessive background noise. BBC suggests utilizing microphones or third-party services to achieve a satisfactory product. No mobile phone video will be accepted.

### H. SAFETY HEALTH & ENVIRONMENTAL - [SH&E Manual](#)

H.1. **O.S.H.A.** - All Subcontractors' work will be completed per O.S.H.A. requirements.

## EXHIBIT B: SCOPE OF WORK – ALL TRADES

- H.2. **Environmental Conditions** - Responsibility for environmental conditions affecting own work.
- H.3. **Sustainability and Carbon Reporting** – The Subcontractor agrees to comply with BBC’s Sustainability and Carbon Reporting policies. If the Subcontractor provides any trash, waste, or recycle bins for their own work, the Subcontractor must provide BBC with documentation establishing the units of waste and recyclables (i.e., the tonnage) removed from the site by the Subcontractor with their monthly pay application. Failure to provide such documentation will entitle BBC to withhold 5% of the payment application until the required documentation is provided, in addition to other retainage authorized under the subcontract.
- H.4. **Silica Exposure** - Subcontractors must meet all requirements of OSHA for silica exposure. Before performing any activity involving the possibility of silica exposure, the Subcontractor must provide BBC with a written silica exposure control plan. The Subcontractor may not use any means or methods to control silica exposure (such as fans) that will cause any exposure to other individuals on the project or the general public. The Subcontractor shall ensure the containment, clean-up, and proper disposal of any slurry or silica residue as a result of the Subcontractor’s means or methods (including but not limited to water use) to control silica exposure. Any exceptions to these requirements must be approved in writing by BBC before any activity involving the possibility of silica exposure.
- H.5. **Water**- Subcontractors must provide enough fresh water so each employee can drink at least 1 quart per hour.
- H.6. **Fall Protection** – Subcontractor to provide, install, and remove handrails, toe boards, and/or fall protection as required by BBC’s ZERO HARM Safety Program and Cal-OSHA and to protect local work area during own scope of work. All scaffolding will require toe boards at all locations and levels. All workers subject to 6’ or greater falls shall be tied off at all times. Subcontractor shall receive approval from BBC Superintendent before removing and/or altering safety rails, fencing, barriers, handrails, opening protection, impalement devices, etc., to perform their work. The Subcontractor shall be responsible for installing temporary barriers, signage, safety watch, etc. while performing their work. The Subcontractor is responsible for replacing and/or returning to the same condition at the end of each work shift or activity.
- H.7. **Work Ladders** - Workers will use platforms instead of work ladders whenever possible. When work ladders are the only option, fall protection is required when the worker is at a standing height greater than six feet above the adjacent surface. Use ladders rated “ANSI Type I – Heavy Duty Industrial – 250 lbs.” or greater capacity.
- H.8. **Access Ladders** – A fall protection system is required for access ladders (including scaffold access ladders) where the top landing is greater than twenty feet above the finished surface. A ladder will only be used as primary access under a limited needs basis. Scaffold stairs shall be used to access elevated work areas when it’s the primary access to the site.

**EXHIBIT B: SCOPE OF WORK – ALL TRADES**

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- H.9. **Gates** – All gates to the project are to remain closed at all times. Any Subcontractor needing access to the site will be required to open and close the gates for their own operations and access. If gates need to be open for an extended period, it will be the Subcontractor’s responsibility to provide the crew power to supervise access to the gate, provide a flag person, signs, and whatever other means necessary to allow the public to safely cross in front of the gate entrance and prohibit anyone from the public from entering the project site. If Subcontractors do not keep the gates closed, BBC has the option to hire site security to manage the gates and will charge all Subcontractors for this added expense. An alternative option may be to establish a Subcontractor gate schedule in which subs will place a crew member at each gate for a duration of time per week.
- H.10. **Signage** - Provide any required signage during construction for all hazards, per Cal OSHA standards.
- H.11. **Hand and Arm Protection** – Cut-resistant gloves shall be worn at all times by all persons on site except when advised against by a tool manufacturer because gloves may create a more significant hazard (i.e., entanglement in moving parts, belts, or shafts). All gloves shall have a minimum cut level of A3 (ANSI Cut Level 3 at 1,000-1499 grams to cut). Each task shall be analyzed to determine the appropriate type of glove needed since specialty gloves may be required for exposure to sharp materials, chemicals, hot work, electricity, etc. All gloves must be in good condition and fully intact (i.e., the fingers of gloves may not be cut off). When arms may be exposed to sharp objects, adequate protective sleeves must be worn (i.e., drywall track, sheet metal, metal framing, demo work, etc.).
- H.12. **Fires and Burning** – No fires or burning will be permitted on-site.
- H.13. **Fire Extinguishers** - Provide fire extinguishers for own work per OSHA regulations. The Subcontractor shall be required to provide a fire extinguisher within 10’ of any open flame while work is taking place. Any fire extinguisher on-site, at a minimum, must be inspected monthly, signed off as being inspected, and fully charged. Inspect fire extinguishers before performing hot work.
- H.14. **Fuel Storage** – On-site fuel storage will not be permitted without written approval from BBC and the Owner. All on-site fuel storage and dispensing will be done in and from OSHA-approved storage and dispensing devices. The Subcontractor will provide an on-site spill kit, which will be stored at a location coordinated with BBC Superintendent.
- H.15. **Equipment** - Equipment is to meet all State and Federal code requirements. Coordinate State and/or Federal inspections, if required. The Subcontractor is responsible for ensuring that all on-site equipment is safe and well-maintained. All permits necessary to use the equipment must be in place and available for review by BBC. Equipment operators must be certified in using the specific piece of equipment by all governing authorities.
- H.16. **Stretch & Flex** – The Subcontractor and all sub-tier subcontractor employees shall participate in a project site “stretch and flex” program each day before starting work activities.

**EXHIBIT B: SCOPE OF WORK – ALL TRADES**

- H.17. **SWPPP** – Subcontractors shall familiarize themselves with the project SWPPP and ESCP. The Subcontractor will be responsible for observing and complying with the requirements applicable to their own work. Subcontractors shall be responsible for the cost of repairing any damage to the implemented SWPPP and ESCP measures and the cost of any fines incurred for violating SWPPP regulations. Each Subcontractor is responsible for providing and maintaining dewatering operations as required to perform their own work and eliminate any water ponding immediately after rainfall to allow areas to dry out quickly. Dewatering for grading operations, trenches, footings, pits, slab areas, etc., shall be implemented immediately by the affected Subcontractor. Dewatering must be done by whatever means necessary (compliant with the SWPPP permit), including mechanical pumps, siphons, etc. Any SWPPP or ESCP measures defeated or removed in the dewatering process shall be replaced per the posted plan by the Subcontractor that removed the SWPPP or ESCP measures. Subcontractor to provide SWPPP and BMPs required for their own work.
  
- H.18. **Excavation Protection** – Furnish and install traffic-bearing plates and covers at all open trenches to allow for the site to be accessed by others. The Subcontractor will coordinate locations with the BBC superintendent. Furnish, install, and maintain OSHA-approved barriers around all open excavations.
  
- H.19. **Shoring** - Shoring as required to perform own work, including costs for engineering per all applicable Local, State, and Federal requirements.
  
- H.20. **Tie off and Anchor Points** - Subcontractor to engineer, furnish, install, remove, etc., all tie off & anchor points required for fall protection for own work. Coordinate the installation and removal of tie-off and anchor points with other work.
  
- H.21. **Tobacco Products** – No tobacco products of any kind will be allowed on school property. This includes but is not limited to smoking, chewing tobacco, vaping, etc.
  
- H.22. **Background Checks** – Should the project owner require background checks, the Subcontractor shall perform the required background checks before working on site.
  
- H.23. **COVID** - Subcontractor and sub-tiers to comply with all BBC, Local, State, OSHA, and AHJ rules and regulations. This includes but is not limited to wearing masks, daily temperature screening, daily health questionnaires, and daily sign-in via BBC QR codes to maintain a safe workplace as outlined by the State, Local, OSHA, AHJ, BBC, etc.

**I. UTILITIES**

- I.1. **Protection** - Responsible for location and protection of existing utilities within areas of own work. If an existing utility is to remain intact and interferes with new proposed work, either work around the existing utility or re-route the existing utility as necessary, at no additional cost. Subcontractor to take appropriate precautions when performing work in areas with existing utilities. The Subcontractor shall pay all costs to repair any existing utilities damaged during their own operations.

3/14/2023: All Steel Fence, Inc. excludes (and has not included with our bid) any re-routing of existing utilities or other underground items. This will clarify that All Steel Fence, Inc. has included contacting Underground Service Alert, but All Steel Fence, Inc. excludes any other private locating for underground items that are not participating in Underground Service Alert (all private locating by Others).

## EXHIBIT B: SCOPE OF WORK – ALL TRADES

- I.2. **Temporary Power** – The Subcontractor shall provide all necessary task lighting and extension cords required for own work by utilizing temporary centrally located power boxes as provided at locations designated by BBC. The Subcontractor shall provide any additional equipment connections and conductors (including the use of GFCI devices) necessary to perform own work and shall be responsible for own compliance with all OSHA and governing regulations. The Subcontractor is responsible for managing their own cords and tools during the project. Any additional power that may be required to execute this Subcontractor's work (i.e., welding, etc.) will be the Subcontractor's responsibility. Cords are to be kept out of the path of travel on the project and may require routing overhead, if applicable, at the Subcontractor's expense. Any unsafe cord or tool is to be removed from the project. The Electrical subcontractor shall be responsible for setting up and maintaining temporary power and ingress and egress lighting requirements for the duration of project construction and removing temporary power installations at the direction of the BBC Superintendent. Work must meet OSHA requirements and include replacing bulbs as needed to maintain proper general lighting. The Electrical Subcontractor shall provide and locate spider boxes so that no work area is more than 50' from a spider box.
- I.3. **Dig Alert** – The Subcontractor is required (per Government codes 4216 & 4217) to contact Underground Service Alert at (811) at least 48 hours before staging excavations and obtain a Dig Alert number.
- I.4. **GPR** – The Subcontractor is responsible for physically locating and exposing all underground utilities when working in the vicinity as defined by the BBC SHE manual. BBC will engage a ground-penetrating radar (GPR) service at the beginning of the job and make all maps and exhibits available for the Subcontractor's reference. This Subcontractor shall coordinate all excavations with the BBC furnished GPR report, any owner-provided as-builts, and Subcontractor installed utilities under this contract. Subcontractor to update project drawings as necessary to identify utility locations for future reference as part of the project as-built drawings.
- I.5. **Pre-Dig Verification Report** – The Subcontractor shall complete a Pre-Dig Verification Report. This report should be used in Job Hazard Analysis planning and submitted for review before any excavations or ground penetrations (e.g., curb, stake, and pin). All employees that will be digging and/or spotting must go through a pre-dig meeting with BBC before any digging starts. Mechanical digging is prohibited unless GPR or non-destructive techniques are utilized to verify the lack of underground or subsurface utilities in the digging path. Once underground utilities are marked on the surface or identified by GPR, the Subcontractor must utilize hand tools or vacuum excavation techniques to visually identify the known utility (typically referred to as "Potholing"). The Subcontractor's superintendent of the operation will maintain a minimum clearance of 36 inches between a marked, unexposed underground facility and the cutting edge or point of any power-operated excavating or earth-moving equipment. If excavation is required within 36 inches horizontally of any marking, the excavation will be performed with extreme care utilizing hand tools or vacuum excavation techniques ONLY. The soil must be excavated in 6" lifts (approximately) by hand to verify that no utilities are present. If utilities are located, then the utilities must be exposed by hand. The proper tools that can be used for handwork are shovels and pry bars (or other tools of this nature) OR vacuum excavation systems. At no time should a pickaxe or other similar tools be used.

EXHIBIT B: SCOPE OF WORK – ALL TRADES

I.6. **Potholing Specifics** – Life-threatening utilities such as gas and electrical services are to be exposed by the Subcontractor through the entire excavation length. Gas and electric lines within 25 feet of the Subcontractor’s work area are to be potholed and marked every 25 feet to verify that the line has not changed directions. Gas and electric lines outside the 25 feet of the work zone area are to be potholed at least once on each end of the excavation limits to verify Underground Service Alert and the utility plans. Fiber-optic lines are to be potholed every 25 feet within the work area. Telephone and cable lines must be potholed every 50 feet within the work area. Other utilities are to be potholed every 25 feet for lines less than 8” in diameter, every 50 feet for lines 8” through 24” in diameter, and every 100 feet for lines greater than 24” in diameter. At least two (2) potholes must be obtained for each utility within the work zone, regardless of how small the work area is.

3/14/2023: All Steel Fence, Inc. typically excludes pot holing and has not included potholing every 25 fee with our bid.

I.7. **Overhead Electrical Verification Report** – The Subcontractor shall complete an Overhead Electrical Verification Report. This report will be used in Job Hazard Analysis planning and be submitted for review before commencing any work adjacent to overhead utilities.

I.8. **Utility Shut-Downs** – Should the Subcontractor need to shut down or isolate any existing and functioning services or utilities, the Subcontractor must obtain prior written approval from BBC and the Owner and must independently verify that the said building system is offline, shut off, or otherwise secured before the commencement of work. The Subcontractor must give no less than one (1) week’s notice before shutting down and submit a written plan for the service interruption for all shutdowns of utilities.

J. **TEXTURA PAYMENT MANAGEMENT**

J.1. Unless otherwise directed or authorized, in writing, by BBC, all Applications for Payment and all supporting documents (including but not limited to lien waivers, sworn statements, and the like) for the Subcontractor and its sub-subcontractors and suppliers shall be in electronic format and shall be submitted to BBC using the Oracle Textura Payment Management (TPM) system. The Subcontractor shall be responsible for the fees and costs associated with the Subcontractor's use of TPM. The Subcontractor shall include a similar provision in its sub-subcontracts and purchase orders. Fees to Subcontractors are calculated as 0.22% (22 basis points) of contract value (plus applicable taxes), with a maximum fee of \$5,000. Fees to Subcontractors’ sub-subcontractors and suppliers are a fixed fee of \$100 per sub-subcontractor or supplier contract.

K. **SUBCONTRACTOR MARK-UPS**

K.1. **Mark-ups** – The Subcontractor shall include all applicable mark-ups on all project listed allowances in their Base Bid Price. Mark-ups to include overhead, profit, and bond premiums. During the course of construction, mark-ups will not be allowed on change orders and/or expenditures that are to be applied to the allowances since mark-ups were included within the Base Bid.

3/14/2023: All Steel Fence, Inc. has not included any allowances with the bid proposal that was submitted for this project.

K.2. **Change Order Logs** – The Subcontractor must submit an accurate change order log each month with their application for payment. Payments will be withheld if an accurate change order is not received.

## EXHIBIT B: SCOPE OF WORK – ALL TRADES

- K.3. **Change Order Bond Costs** – unless otherwise stated, the Subcontractor’s Bond costs are included in the owner-allowed overhead and profit percentage.
- L. **TESTING AND INSPECTION**
- L.1. **Final Testing** – The Subcontractor shall participate in the coordination, pre-testing, inspections, and final testing of all building systems within the Subcontractor’s scope of work or requiring the Subcontractor’s coordination. The Subcontractor has specifically included any necessary testing to secure Temporary and Final Certificates of Occupancy, including any overtime or off-hours, worked to meet the construction schedule requirements.
- L.2. **Inspections** - Each Subcontractor shall submit a written inspection request with (72) hour notice for testing and inspections to BBC. Any off-site inspections require (72) hours’ notice before inspections. Each Subcontractor shall be responsible for attending all pre-walks and shall complete all the necessary contract work before requesting an inspection.
- L.3. **Utility Coordination** – The Subcontractor shall coordinate with the local utility and inspecting authorities and be available for all inspections. The Subcontractor is responsible for calling in all required testing and inspections for their own work, including all local agencies and Special Inspection Agencies, when applicable. All work is subject to Authority Having Jurisdiction (AHJ) for inspection.
- L.4. **Competent Person** – The Subcontractor shall ensure a competent person is present at all inspections. The Subcontractor shall provide all necessary means of access for the special inspector’s use to perform the inspections of the Subcontractor’s own work. The Subcontractor will provide preliminary test results to ensure systems are ready for independent agency testing and/or City inspection.
- L.5. **Re-testing** – The Subcontractor shall be responsible for any re-testing and re-inspection resulting from the Subcontractor’s non-compliance with the Contract Documents. Each subcontractor shall be responsible for the costs of any additional special inspections and/or for re-testing and re-inspections should initial tests or inspections fail or be canceled. The Owner will pay for applicable shop fabrication inspection costs at one fabrication plant. The Subcontractor will bear costs associated with the inspection of more than one fabrication plant.
- L.6. **Specific Testing** - All costs for specific tests that are required to be conducted by the Subcontractor are the responsibility of the Subcontractor. A copy of all inspections and/or testing reports shall be submitted for review and approval to BBC. BBC will keep a copy of the final report.
- 3/14/2023: All Steel Fence, Inc. excludes (and has not included with our bid) any testing.
- L.7. **Manufacturer’s Material Testing** – The manufacturer’s material that the Contract Documents require testing shall not be shipped to the project or incorporated into the Subcontract’s Work until the material complies with all required tests and documentation requirements.

**EXHIBIT B: SCOPE OF WORK – ALL TRADES**

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2. **THE ENTIRE SUBCONTRACTOR SCOPE OF WORK INCLUDES THE FOLLOWING EXHIBITS:**

**EXHIBIT B: SCOPE OF WORK – ALL TRADES**

**EXHIBIT B-1: PROJECT RESPONSIBILITY MATRIX**

**EXHIBIT B-2: BID PACKAGE**

**EXHIBIT B-3: PROJECT-SPECIFIC SCOPE OF WORK**







EXHIBIT B-2: 32.30 FENCES & GATES

GENERAL TERMS

"Work" items listed in this section are for clarification only and are not intended to be a comprehensive list of inclusions. It is the responsibility of each bidder to include and or provide all costs for labor, supervision, material, equipment, detailing, hoisting, scaffolding, tools, rigging, engineering, permits, fees, applicable taxes, insurance fees, warranties, guarantees, and any facilities necessary to complete the work of their Bid Package(s).

3/14/2023: All Steel Fence, Inc. excludes (and has not included with our bid) engineering & fees, permits & fees,

The "Work" includes, but is not limited to, other related Contract Documents, which are specific requirements for this scope of work, including drawings, specifications, Exhibits, Pre-Bid RFI Log(s), Project Manual exhibits, and revisions included in the addenda.

Each Subcontractor shall reference Exhibit B.1 RESPONSIBILITY MATRIX for a general listing of specifications, special provisions, and contract responsibilities associated with this and other scopes.

Not all of the items listed below will be applicable or apply to every project. The Subcontractor is responsible for reviewing the contract documents in their entirety for their applicable scope of work. Refer to Exhibit B3 for the Project Specific Scope of Work.

FENCES & GATES

We see the note above that not all of the items listed on this document will be applicable or apply to every project and we see several different items on this document that are not included such as ornamental and wood fencing, etc. Please see All Steel Fence, Inc.'s bid proposal for the scope of work that is included with our bid.

32.30.001 The Subcontractor will furnish and install all fencing, including ornamental and wood fencing, per contract documents. This includes, but is not limited to, pre-dig requirements, excavation, post footings, backfill/compaction, concrete, concrete placement, rebar reinforcement, fence fabric, posts, top rails, intermediate rails, bottom rails, post brace rails, tension wire, tension/stretcher bars, gates, gate hardware, hinges, latches, panic bars, closers, padlocks/chains, lock eyes, cane bolts, slide bolts, post, and line caps, clips, wire ties, misc. plates, kick plates, fencing slats, strike plates, shapes, bars, tubing, bar grating, connections, rolling gate assembly, gusseted gate stops, track, operators for swinging and rolling gate systems, vehicle access pads, powder coating/painting, and all keying requirements.

32.30.002 This Subcontractor is to provide all fences in CMU or on the wall per contract documents.

32.30.003 This subcontractor is to provide gate preparation for hardware installation. Furnish and install any additional boxes and or backing as required by the hardware manufacturer for hardware installation.

32.30.004 Installation clearances and placement of specialty items around adjacent surfaces must meet all ADA title 24 guidelines for all scope items in this package.

32.30.005 This Subcontractor will coordinate and provide installation pathways for others to install card readers, access controls, etc., per contract documents. Coordinate the installation of these devices and the integration into hardware supplied by others.

See the exclusions, clarifications and scope of work notes on All Steel Fence, Inc.'s bid proposal. All Steel Fence, Inc. excludes any conduits, electrical items, and related work.

**EXHIBIT B-2:  
32.30 FENCES & GATES**

- 32.30.006 The Subcontractor will coordinate with the framing, plaster, concrete, and/or masonry subcontractor where fencing will butt up to the building.
- 32.30.007 If temporary fencing is in the location of the new fence, it will be this subcontractor's responsibility to take the temp fencing down and put it back up at the end of the day. BBC must approve any relocation or removal of temp fencing. 3/15/2023: All Steel Fence, Inc's understanding is none of the temporary fencing will be installed along the permanent fence lines and all temp fencing will be installed by Others. We have not included any of the work contained in Item 32.30.007 with our bid.)
- 32.30.008 The Subcontractor will clean and repair galvanized surfaces damaged by welding or abrasion, cut ends of fabric, and other cut sections with specified galvanizing repair material applied in conformance with the manufacturer's printed instructions.

**THE ENTIRE SUBCONTRACTOR SCOPE OF WORK INCLUDES THE FOLLOWING EXHIBITS:**

- EXHIBIT B: ALL TRADES**
- EXHIBIT B-1: PROJECT RESPONSIBILITY MATRIX**
- EXHIBIT B-2: TRADE-SPECIFIC SCOPE OF WORK**
- EXHIBIT B-3: PROJECT-SPECIFIC SCOPE OF WORK**

**EXHIBIT B-3: 32.30 FENCES AND GATES  
PROJECT-SPECIFIC SCOPE OF WORK**

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**GENERAL TERMS**

"Work" items listed in this section are for clarification only and are not intended to be a comprehensive list of inclusions. It is the responsibility of each bidder to include and or provide all costs for labor, supervision, material, equipment, detailing, hoisting, scaffolding, tools, rigging, engineering, permits, fees, applicable taxes, insurance fees, warranties, guarantees, and any facilities necessary to complete the work of their Bid Package(s).

The "Work" includes, but is not limited to, other related Contract Documents, which are specific requirements for this scope of work, including drawings, specifications, Exhibits, Pre-Bid RFI Log(s), Project Manual exhibits, and revisions included in the addenda.

Each Subcontractor shall reference Exhibit B.1 RESPONSIBILITY MATRIX for a general listing of specifications, special provisions, and contract responsibilities associated with this and other scopes.

**FENCES AND GATES**

Please see All Steel Fence, Inc.'s bid proposal for exclusions, clarifications, and scope of work notes.

- 32.30.001 Provide all fencing, gates, hardware, and concrete footings as called out on site and adjacent joint-use park.
- 32.30.002 Provide and install Knox Boxes, including full mounting assemblies at fences/gates that are compliant with local Authorities Having Jurisdiction.
- 32.30.003 Understand INC 01 Logistics plan for temp fencing and where permanent fencing and gates will occur per construction documents and specifications. Fence areas identified in Blue on the Logistics Plan will be by others as part of the temporary construction fence.
- 32.30.004 Include all vinyl slats, screens, perforated panels, solid panels fabric ties, posts, post caps, terminal posts, rails, diagonal brace tie rods, closers, hinges, kickplate, bolts, sleeves, etc. for a complete assembly.
- 32.30.005 Provide chain-link rolling gates, including full guide wheel assembly. Similar to 2/1AS501.
- 32.30.006 Provide full cane bolt assembly, similar to detail 9 on 1AS501.
- 32.30.007 Provide all locks and padlocks associated with this scope of work.
- 32.30.008 Include all gate hardware, levers, pulls, panics, etc., for a complete operable assembly.
- 32.30.009 Provide 3" diameter x 48" tall steel post at open gate positions. Embed post into ground 36" in concrete footing.
- 32.30.010 Provide all footings, excavation, rebar, and off-haul of spoils for this scope of work.
- 32.30.011 Provide off haul of spoils for this scope of work.

All Steel Fence, Inc. has excluded off-haul of spoils.



**EXHIBIT B-3: 32.30 FENCES AND GATES  
PROJECT-SPECIFIC SCOPE OF WORK**

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**THE ENTIRE SUBCONTRACTOR SCOPE OF WORK INCLUDES THE FOLLOWING EXHIBITS:**

**EXHIBIT B: ALL TRADES**

**EXHIBIT B-1: PROJECT RESPONSIBILITY MATRIX**

**EXHIBIT B-2: TRADE-SPECIFIC SCOPE OF WORK**

**EXHIBIT B-3: PROJECT-SPECIFIC SCOPE OF WORK**

# SCUSD Chavez-Kemble ES Inc. 1 - Portable Relocation

7495 29th Street, Sacramento, CA 95822, United States of America

Sent proposal: \$242,340.33

Submitted Mar 16, 2023 at 12:17 PM PDT

All Steel Fence Inc

146 Klo Road, Lathrop, CA 95330, United States of America

Gil Sequeira | Estimating | +1209-983-8409 | estimating@allsteelfenceinc.com

## General Acknowledgments

Bidder acknowledges that Balfour Beatty- Clark/Sullivan, a Joint Venture is dependent on the bids to establish a GMP with the District/Owner and that Balfour Beatty is reasonably relying on the bids. Therefore, bidder promises that it will not withdraw or unilaterally alter its bid for a period of 90 days after the date set for the opening of the bids. Bidder also acknowledges that if it fails to honor any of the promises in its bid then it is foreseeable that Balfour Beatty will be injured, and therefore bidder will be responsible for any resulting damages to Balfour Beatty, including but not limited to covering the difference for Balfour Beatty to proceed with a different subcontractor.	Yes
By choosing "yes", the Bidder promises and represents that it can and will comply that they cannot add any exclusions, markups, etc. to the subcontract agreement included in the bid docs under Document 01304 Sample Long Form Subcontract or any other contract document listed in the bid manual.	No
Are you utilizing any DVBE subcontractors?	No
Is bidder DVBE certified?	No
By choosing "yes", the Bidder promises and represents that they have received notification and will comply with Addendums #1 and #2.	Yes
By choosing "yes", the Bidder promises and represents that it can and will comply with the Project Labor Agreement (PLA) upon award.	Yes
By choosing "yes", the Bidder promises and represents that it can and will comply with the Insurance Requirements for this project upon award.	Yes
Is the bidder prequalified with Balfour Beatty Construction, LLC?	No
By choosing "yes", the Bidder promises and represents that it can and will comply with the Front End and District Documents upon award.	Yes
By choosing "yes", the Bidder promises and represents that it can and will comply with the Bid Package in its entirety; Exhibit B, B1, B2 and B3 upon award.	No
Contractors License number?	710512
License Classification?	C-13 & C61/D28
DIR Registration number?	1000000047
EMR Rate?	.73
By choosing "yes", the Bidder promises and represents that it can and will comply with this project utilizing LCP Tracker upon award.	Yes

## SCUSD Chavez-Kemble ES Inc. 1 - Portable Relocation

7495 29th Street, Sacramento, CA 95822, United States of America

By choosing "yes", the Bidder promises and represents that it can and will comply with this project utilizing Textura (cost to subcontractor .22% of contract value, not to exceed \$5,000) upon award.

Yes

### Bond Information

Performance and Payment Bond Rate - only if total bid is over \$100,000 (Not to be included with bid price above)

2 %

### Certifications

Do you represent a certified minority business?

No

### Additional Information

#### Notes

We are providing the following information (and also clarifications for some of the "no" answers above):

1. All Steel Fence, Inc.'s bid proposal dated 03/16/2023 is attached hereto and made a part of this bid proposal through Building Connected including the exclusions, clarifications and scope of work notes contained therein. All Steel Fence, Inc. reserves the right to request changes to any subcontract or purchase order agreement that is issued to All Steel Fence, Inc. for this project.
2. We answered "no" to question 2 because we have exclusions and clarifications that will need to be included with any subcontract agreement that is issued to our company.
3. We answered "yes" to question 7 but want to clarify that we do not carry professional liability insurance and will not be furnishing professional liability insurance (nor have we included the costs for professional liability insurance with our bid).
4. We answered "no" to question 9 because there are items within the Exhibit B that we have excluded. Please reference our attached bid proposal for all exclusions, clarifications, and scope of work notes. Per our discussion with Joe Hucick, we have also redlined a copy of the Exhibit B docs and attached the document to our bid proposal (to further clarify the exclusions).

### Attachments

 Balfour Beatty - Clark Sulliv... (1.7 MB)



33.00: Site Utilities

Submitted March 10, 2023

**Leveled Bid**  
**Base Bid**  
 Estimated Cost  
**\$665,231**

**LINE ITEMS**

Unit	Unit Cost	Total Cost
Site Utilities		\$772,601
<b>OTHER COSTS</b>		<b>\$23,066</b>
Pothole (E) Site Utilities Over Spring Break	Included	
TV (E) Sewer Tie In Over Spring Break	Included	
Cut and Cap (E) Utilities for Demolition	Included	
Dewatering		\$2,160
Offhaul of Spoils (QTY)	SEE BP 31.20 - APPROX 1,200 CY	
Install Automatic Sprinkler Riser		\$3,500
Raise (E) Utilities to (N) Grades	Included	
Provide GPS and CAD As-builts	Included	
Premium Time for Acceleration of Work	Included	
Trench Plates		\$5,000
Premium Time for Scope of Work	Included	
Bond		\$12,406

**GENERAL ACKNOWLEDGMENTS**

Bidder acknowledges that Balfour Beatty-Clark/Sullivan, a Joint Venture is dependent on the bids to establish a GMP with the District/Owner and that Balfour Beatty is reasonably relying on the bids. Therefore, bidder promises that it will not withdraw or unilaterally alter its bid for a period of 90 days after the date set for the opening of the bids. Bidder also acknowledges that if it fails to honor any of the promises in its bid then it is foreseeable that Balfour Beatty will be injured, and therefore bidder will be responsible for any resulting damages to Balfour Beatty, including but not limited to covering the difference for Balfour Beatty to proceed with a different subcontractor.

By choosing "yes", the Bidder promises and represents that it can and will comply that they cannot add any exclusions, markups, etc. to the subcontract agreement included in the bid does under Document 01304 Sample Long Form Subcontract or any other contract document listed in the bid manual.

Are you utilizing any DVBE subcontractors?

Is bidder DVBE certified?

By choosing "yes", the Bidder promises and represents that they have received notification and will comply with Addendums #1 and #2.

By choosing "yes", the Bidder promises and represents that it can and will comply with the Project Labor Agreement (PLA) upon award.

By choosing "yes", the Bidder promises and represents that it can and will comply with the Insurance Requirements for this project upon award.

Is the bidder prequalified with Balfour Beatty Construction, LLC?

By choosing "yes", the Bidder promises and represents that it can and will comply with the Front End and District Documents upon award.

By choosing "yes", the Bidder promises and represents that it can and will comply with the Bid Package in its entirety; Exhibit B, B1, B2 and B3 upon award.

Contractors License number?

License Classification?

DIR Registration number?

EMR Rate?

By choosing "yes", the Bidder promises and represents that it can and will comply with this project utilizing LCP Tracker upon award.

By choosing "yes", the Bidder promises and represents that it can and will comply with this project utilizing Textura (cost to subcontractor .22% of contract value, not to exceed \$5,000) upon award.

**BOND INFORMATION**

Performance and Payment Bond Rate - only if total bid is over \$100,000 (Not to be included with bid price above)

**CERTIFICATIONS**

Do you represent a certified minority business?

**ADDITIONAL ITEMS**

MBE	N/A
SBE	N/A

Summary

Waller, Inc.

Submitted by KEITH BALDWIN

**\$795,667**  
**\$772,601**

Revision #4 March 27, 2023

Unit	Unit Cost	Total Cost
Site Utilities		\$772,601
<b>OTHER COSTS</b>		<b>\$23,066</b>
Pothole (E) Site Utilities Over Spring Break	Included	
TV (E) Sewer Tie In Over Spring Break	Included	
Cut and Cap (E) Utilities for Demolition	Included	
Dewatering		\$2,160
Offhaul of Spoils (QTY)	SEE BP 31.20 - APPROX 1,200 CY	
Install Automatic Sprinkler Riser		\$3,500
Raise (E) Utilities to (N) Grades	Included	
Provide GPS and CAD As-builts	Included	
Premium Time for Acceleration of Work	Included	
Trench Plates		\$5,000
Premium Time for Scope of Work	Included	
Bond		\$12,406

**GENERAL ACKNOWLEDGMENTS**

Bidder acknowledges that Balfour Beatty-Clark/Sullivan, a Joint Venture is dependent on the bids to establish a GMP with the District/Owner and that Balfour Beatty is reasonably relying on the bids. Therefore, bidder promises that it will not withdraw or unilaterally alter its bid for a period of 90 days after the date set for the opening of the bids. Bidder also acknowledges that if it fails to honor any of the promises in its bid then it is foreseeable that Balfour Beatty will be injured, and therefore bidder will be responsible for any resulting damages to Balfour Beatty, including but not limited to covering the difference for Balfour Beatty to proceed with a different subcontractor.

By choosing "yes", the Bidder promises and represents that it can and will comply that they cannot add any exclusions, markups, etc. to the subcontract agreement included in the bid does under Document 01304 Sample Long Form Subcontract or any other contract document listed in the bid manual.

Are you utilizing any DVBE subcontractors?

Is bidder DVBE certified?

By choosing "yes", the Bidder promises and represents that they have received notification and will comply with Addendums #1 and #2.

By choosing "yes", the Bidder promises and represents that it can and will comply with the Project Labor Agreement (PLA) upon award.

By choosing "yes", the Bidder promises and represents that it can and will comply with the Insurance Requirements for this project upon award.

Is the bidder prequalified with Balfour Beatty Construction, LLC?

By choosing "yes", the Bidder promises and represents that it can and will comply with the Front End and District Documents upon award.

By choosing "yes", the Bidder promises and represents that it can and will comply with the Bid Package in its entirety; Exhibit B, B1, B2 and B3 upon award.

Contractors License number?

License Classification?

DIR Registration number?

EMR Rate?

By choosing "yes", the Bidder promises and represents that it can and will comply with this project utilizing LCP Tracker upon award.

By choosing "yes", the Bidder promises and represents that it can and will comply with this project utilizing Textura (cost to subcontractor .22% of contract value, not to exceed \$5,000) upon award.

**BOND INFORMATION**

Performance and Payment Bond Rate - only if total bid is over \$100,000 (Not to be included with bid price above)

**CERTIFICATIONS**

Do you represent a certified minority business?

**ADDITIONAL ITEMS**

MBE	N/A
SBE	N/A

Revision 3

Preston Pipelines Infrastructure LLC

Submitted by David Hutchins

**\$928,220**  
**\$904,000**

Original Proposal March 13, 2023

Unit	Unit Cost	Total Cost
Site Utilities		\$904,000
<b>OTHER COSTS</b>		<b>\$5,660</b>
Pothole (E) Site Utilities Over Spring Break	Included	
TV (E) Sewer Tie In Over Spring Break	Included	
Cut and Cap (E) Utilities for Demolition	Included	
Dewatering		\$2,160
Offhaul of Spoils (QTY)	Included	
Install Automatic Sprinkler Riser		\$3,500
Raise (E) Utilities to (N) Grades	Included	
Provide GPS and CAD As-builts	Included	
Premium Time for Acceleration of Work	Included	
Trench Plates		\$5,000
Premium Time for Scope of Work	Included	
Bond		\$13,560

**GENERAL ACKNOWLEDGMENTS**

Bidder acknowledges that Balfour Beatty-Clark/Sullivan, a Joint Venture is dependent on the bids to establish a GMP with the District/Owner and that Balfour Beatty is reasonably relying on the bids. Therefore, bidder promises that it will not withdraw or unilaterally alter its bid for a period of 90 days after the date set for the opening of the bids. Bidder also acknowledges that if it fails to honor any of the promises in its bid then it is foreseeable that Balfour Beatty will be injured, and therefore bidder will be responsible for any resulting damages to Balfour Beatty, including but not limited to covering the difference for Balfour Beatty to proceed with a different subcontractor.

By choosing "yes", the Bidder promises and represents that it can and will comply that they cannot add any exclusions, markups, etc. to the subcontract agreement included in the bid does under Document 01304 Sample Long Form Subcontract or any other contract document listed in the bid manual.

Are you utilizing any DVBE subcontractors?

Is bidder DVBE certified?

By choosing "yes", the Bidder promises and represents that they have received notification and will comply with Addendums #1 and #2.

By choosing "yes", the Bidder promises and represents that it can and will comply with the Project Labor Agreement (PLA) upon award.

By choosing "yes", the Bidder promises and represents that it can and will comply with the Insurance Requirements for this project upon award.

Is the bidder prequalified with Balfour Beatty Construction, LLC?

By choosing "yes", the Bidder promises and represents that it can and will comply with the Front End and District Documents upon award.

By choosing "yes", the Bidder promises and represents that it can and will comply with the Bid Package in its entirety; Exhibit B, B1, B2 and B3 upon award.

Contractors License number?

License Classification?

DIR Registration number?

EMR Rate?

By choosing "yes", the Bidder promises and represents that it can and will comply with this project utilizing LCP Tracker upon award.

By choosing "yes", the Bidder promises and represents that it can and will comply with this project utilizing Textura (cost to subcontractor .22% of contract value, not to exceed \$5,000) upon award.

**BOND INFORMATION**

Performance and Payment Bond Rate - only if total bid is over \$100,000 (Not to be included with bid price above)

**CERTIFICATIONS**

Do you represent a certified minority business?

**ADDITIONAL ITEMS**

MBE	N/A
SBE	N/A

Please see the attached bid.Thanks.CH

ACCO Engineered Systems, Inc.

Submitted by David Hutchins

**\$1,127,579**  
**\$1,108,384**

Original Proposal March 13, 2023

Unit	Unit Cost	Total Cost
Site Utilities		\$1,108,384
<b>OTHER COSTS</b>		<b>\$2,160</b>
Pothole (E) Site Utilities Over Spring Break	Included	
TV (E) Sewer Tie In Over Spring Break	Included	
Cut and Cap (E) Utilities for Demolition	Included	
Dewatering		\$2,160
Offhaul of Spoils (QTY)	Included	
Install Automatic Sprinkler Riser		\$3,500
Raise (E) Utilities to (N) Grades	Included	
Provide GPS and CAD As-builts	Included	
Premium Time for Acceleration of Work	Included	
Trench Plates		\$5,000
Premium Time for Scope of Work	Included	
Bond		\$8,535

**GENERAL ACKNOWLEDGMENTS**

Bidder acknowledges that Balfour Beatty-Clark/Sullivan, a Joint Venture is dependent on the bids to establish a GMP with the District/Owner and that Balfour Beatty is reasonably relying on the bids. Therefore, bidder promises that it will not withdraw or unilaterally alter its bid for a period of 90 days after the date set for the opening of the bids. Bidder also acknowledges that if it fails to honor any of the promises in its bid then it is foreseeable that Balfour Beatty will be injured, and therefore bidder will be responsible for any resulting damages to Balfour Beatty, including but not limited to covering the difference for Balfour Beatty to proceed with a different subcontractor.

By choosing "yes", the Bidder promises and represents that it can and will comply that they cannot add any exclusions, markups, etc. to the subcontract agreement included in the bid does under Document 01304 Sample Long Form Subcontract or any other contract document listed in the bid manual.

Are you utilizing any DVBE subcontractors?

Is bidder DVBE certified?

By choosing "yes", the Bidder promises and represents that they have received notification and will comply with Addendums #1 and #2.

By choosing "yes", the Bidder promises and represents that it can and will comply with the Project Labor Agreement (PLA) upon award.

By choosing "yes", the Bidder promises and represents that it can and will comply with the Insurance Requirements for this project upon award.

Is the bidder prequalified with Balfour Beatty Construction, LLC?

By choosing "yes", the Bidder promises and represents that it can and will comply with the Front End and District Documents upon award.

By choosing "yes", the Bidder promises and represents that it can and will comply with the Bid Package in its entirety; Exhibit B, B1, B2 and B3 upon award.

Contractors License number?

License Classification?

DIR Registration number?

EMR Rate?

By choosing "yes", the Bidder promises and represents that it can and will comply with this project utilizing LCP Tracker upon award.

By choosing "yes", the Bidder promises and represents that it can and will comply with this project utilizing Textura (cost to subcontractor .22% of contract value, not to exceed \$5,000) upon award.

**BOND INFORMATION**

Performance and Payment Bond Rate - only if total bid is over \$100,000 (Not to be included with bid price above)

**CERTIFICATIONS**

Do you represent a certified minority business?

**ADDITIONAL ITEMS**

MBE	N/A
SBE	N/A

Please see the attached bid.Thanks.CH

Frontline General Engineering Cons

Submitted by Joe Hixon

**\$781,270**  
**\$721,088**

Revision #1 March 29, 2023

**CANNOT BOND PROJECT**

Unit	Unit Cost	Total Cost
Site Utilities		\$721,088
<b>OTHER COSTS</b>		<b>\$21,682</b>
Pothole (E) Site Utilities Over Spring Break	Included	
TV (E) Sewer Tie In Over Spring Break	Included	
Cut and Cap (E) Utilities for Demolition	Included	
Dewatering		\$2,160
Offhaul of Spoils (QTY)	Included	
Install Automatic Sprinkler Riser		\$3,500
Raise (E) Utilities to (N) Grades	Included	
Provide GPS and CAD As-builts	Included	
Premium Time for Acceleration of Work		\$35,000
Trench Plates		\$5,000
Premium Time for Scope of Work		\$5,000
Bond		\$14,522

**GENERAL ACKNOWLEDGMENTS**

Bidder acknowledges that Balfour Beatty-Clark/Sullivan, a Joint Venture is dependent on the bids to establish a GMP with the District/Owner and that Balfour Beatty is reasonably relying on the bids. Therefore, bidder promises that it will not withdraw or unilaterally alter its bid for a period of 90 days after the date set for the opening of the bids. Bidder also acknowledges that if it fails to honor any of the promises in its bid then it is foreseeable that Balfour Beatty will be injured, and therefore bidder will be responsible for any resulting damages to Balfour Beatty, including but not limited to covering the difference for Balfour Beatty to proceed with a different subcontractor.

By choosing "yes", the Bidder promises and represents that it can and will comply that they cannot add any exclusions, markups, etc. to the subcontract agreement included in the bid does under Document 01304 Sample Long Form Subcontract or any other contract document listed in the bid manual.

Are you utilizing any DVBE subcontractors?

Is bidder DVBE certified?

By choosing "yes", the Bidder promises and represents that they have received notification and will comply with Addendums #1 and #2.

By choosing "yes", the Bidder promises and represents that it can and will comply with the Project Labor Agreement (PLA) upon award.

By choosing "yes", the Bidder promises and represents that it can and will comply with the Insurance Requirements for this project upon award.

Is the bidder prequalified with Balfour Beatty Construction, LLC?

By choosing "yes", the Bidder promises and represents that it can and will comply with the Front End and District Documents upon award.

By choosing "yes", the Bidder promises and represents that it can and will comply with the Bid Package in its entirety; Exhibit B, B1, B2 and B3 upon award.

Contractors License number?

License Classification?

DIR Registration number?

EMR Rate?

By choosing "yes", the Bidder promises and represents that it can and will comply with this project utilizing LCP Tracker upon award.

By choosing "yes", the Bidder promises and represents that it can and will comply with this project utilizing Textura (cost to subcontractor .22% of contract value, not to exceed \$5,000) upon award.

**BOND INFORMATION**

Performance and Payment Bond Rate - only if total bid is over \$100,000 (Not to be included with bid price above)

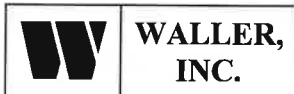
**CERTIFICATIONS**

Do you represent a certified minority business?

**ADDITIONAL ITEMS**

MBE	N/A
SBE	N/A

Revised proposal uploaded on behalf of Frontline on 3/29/23. BB/CS Note: Subcontractor is unable to bond this project.



CA CL #879648  
2229 Trinity Drive  
Brentwood, CA 94513  
Mike.WallerInc@comcast.net

**Contact:** Mike Waller  
**Phone:** 925-634-3663  
**Fax:** 925-634-3684  
**Cell:** 925-382-9762

Proposal Date: 3/27/2023

**Union:** Yes  
**Bond:** Included  
**Sales Tax:** Included  
**Bid Date:** 03/22/23

### Quote For: Kemble-Chavez ES Sacramento, Ca. REV-3

**Quote To:** Estimators **Phone:**  
**Fax:**  
**Email:**

### SITE UTILITY SCOPE: Rev-3 3/27

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SANITARY SEWER		
MOBILIZATION	1	LS
POTHOLE (E) UTILITIES	5	EA
CONNECT TO (E) SEWER STUB, SS	3	EA
6" SDR 35 PVC, SS	781	LF
4" SDR 35 PVC, SS	442	LF
48" SSMH, SS	1	EA
4" SSCO, SS	6	EA
6" COTG, SS	10	EA
<b>SEWER SUBTOTAL</b>		<b>\$ 203,579</b>

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STORM DRAIN		
CONNECT TO (E) SDMH, SD	5	EA
CONNECT TO (E) STUB, SD	1	LF
CONNECT TO (E) SDDI, SD	1	EA
ADJUST (E) SDMH, ADD GRATE, SD	4	EA
12" HDPE, SD	286	LF
10" HDPE, SD	35	LF
6" SDR35 PVC, SD	96	LF
4" CIP CULVERT, SD	26	LF
24" SDDI, SD	6	EA
COBBLE OUTLETS, SD	2	EA
24" SDMH, SD	1	EA
<b>STORM DRAIN SUBTOTAL</b>		<b>\$ 100,918</b>

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DOM/IRR		
CONNECT TO (E)METER, DW	1	EA
CONNECT TO (E) 8", DW	1	EA
4" C-900 CL 150 PVC, DW	1,142	LF
3" SCH 80 PVC, DW	9	LF



CA CL #879648

Proposal Date: 3/27/2023

2 1/2" SCH 80 PVC, DW	193	LF	
2" SCH 80 PVC, DW	266	LF	
1 " SCH 80 PVC, DW	279	LF	
4" STUB W/TBO, DW	2	EA	
<b>DOM/IRR SUBTOTAL</b>			<b>\$ 172,535</b>

**FIRE WATER**

CONNECT TO (E) 8" STUBS, FW	2	EA	
8" C-900 CL 150 PVC, FW	1,134	LF	
6" C-900 CL 200 PVC, FW	638	LF	
6" STUBS W/TBO, FW	6	EA	
FIRE HYDRANT @ SOUTH PL, FW	1	EA	
FIRE HYDRANT, FW	3	EA	
8" STUBS W/TBO, FW	2	EA	
<b>FIRE WATER SUBTOTAL</b>			<b>\$ 266,604</b>

**TOTAL FOR ABOVE BASE BID \$ 743,636**

**ALTERNATE 1**

ALT 1: POT HOLE (E) OVER SPRING BREAK	1	LS	\$ 3,826
ALT 1: T.V. (E) SEWER OVER SPRING BREAK	1	LS	\$ 7,287
ALT 1: CUT AND CAP (E) UTILITIES	6	EA	\$ 5,252
<b>ALTERNATE 1 SUB TOTAL</b>			<b>\$ 16,365</b>

**ALTERNATE 2**

ALT 2: REMOVE 6" SEWER	641	LF	
ALT 2: REMOVE SSMH	3	EA	
ALT 2: REMOVE (E) SDMH, SD	3	EA	
ALT 2: REMOVE (E) 10" STORM, SD	208	LF	
ALT 2: REMOVE (E) 6" STORM, SD	300	LF	
ALT 2: OFFHAUL PIPE AND STRUCTURES	6	LDS	
<b>ALTERNATE 2 SUBTOTALS</b>			<b>\$ 49,449</b>

**Captured under BP 02.40**

**ALTERNATE 3**

CONNECT TO (E) SS	1	EA	
4" SDR35 PVC, SS	215	LF	
4" SSCO, SS	2	EA	
CONNECT TO TRAILER, SS	2	EA	
<b>ALTERNATE 3 SUBTOTAL</b>			<b>\$ 12,600</b>



CA CL #879648

Proposal Date: 3/27/2023

BASE BID PLUS ALTERNATES	\$ 822,050
BOND RATE @ 1.5%	\$ 12,331
<b>TOTAL THIS PROPOSAL</b>	<b>\$ 834,381</b>

**Notes:**

1. Approximate Spoils in UG Trenching to be left trench side are 1200 cyds .
2. On-site access to Construction Water to be supplied by Others.
3. Payment Terms, Net 30 days. Waller, Inc. retention to be reduced to 5%, 30 days after our scope of work is substantially complete.
4. This Proposal shall be incorporated into any Contract agreement.

**Inclusions:**

1. Sub grade to be + or - 6 in.
2. One mobilization only.
3. 2ea Addendums.
4. Price is valid for 30 days from the Proposal Date.
5. All utilities to be stubbed 5' from building.
6. **Mastic and Poly Bags for Corrosion Protection of ferrous metal pipe and fittings on FW System, per NFPA standards.**
7. **Due to current global supply chain issues, DIP, PVC, and HDPE, pipe & fittings, pricing is subject to change based on the current price at the time of shipment, and AVAILABILITY IS NOT GUARANTEED. This term supersedes all other contractual provisions.**
8. **Current delivery lead time for C-900 & SDR 35 PVC pipe and DIP Fittings is 8 - 12+ Weeks.**
9. **Current delivery lead time for Pre-Cast Concrete Structures is 6 - 8+ Weeks.**
10. **One day (8hrs) , three man crew provided to pothole (e) utilities.**
11. **One day (8hrs) , three man crew provided to cut and cap (e) utilities.**
12. **One day (8hrs) , Sub Crew provided to T.V. (e) sewer.**
13. **Overtime Premium Costs for Weekday & Saturday Work on site. (We're figuring a 24 working day (10hrs/day with 6day/week) duration for the Site Utilities.**
- ~~14. Partial demo scope. Utilities >5' deep.~~
15. **We have teamed up with O.C. Jones to remove our spoils from site.**

**Carried under BP 31.20**

**Includes thrust blocks**

**Exclusions:**

1. Bonds, Permit Fees, Soils Engineering Fees, Encroachment Permits, Utility/Connection Fees, Meter Fee.
2. Demolition, Remove & Replace of existing site work, unless noted above and rock excavation
3. Hazardous waste removal or off-haul
4. Dewatering, Sump Pumps or installation for rain water.
5. Temporary Water Service and Meter fees, Erosion Control.
6. Survey Staking of proposed work and as-built surveying.
7. Final utility connections at buildings, Final Adjustment of Tamper Switches
8. Adjustment of Existing utility Boxes, valve cans, manholes and inlets, unless noted above
9. Irrigation and landscape remove and replace. Temporary Fencing and (E) Fencing R&R. Trench Drains. Splash Blocks. Thru Curb Drains. Pipe Bollards.
10. Unforeseen underground utilities and obstructions. Work not included in the above Scope
11. Spoils removal from trench side and off-haul. AC Paving off-haul.
12. **Removal or replacement of AC or Concrete**
13. **Repair of damaged (E) utilities not shown on the drawings. Restoration & Replacement of (E) Sitework, Landscape & Lawn Area.**
14. **Holiday work.**



CA CL #879648

Proposal Date: 3/27/2023

15. Site Fire Flow Calculations.
16. Corrosion Protection Design and Installation of Wires, Anodes and Test Stations.
17. Conduit in FW Trenches for Fire Alarm system.
18. Striping. AC Grinding. Slurry Seal. AC Reinforcing Fabric.
19. Fence removal, relocation or replace.
20. Contractor QSP for flushing Sewer, Storm Drain and Water Utilities.
21. Survey of (e) utilities.
22. AC/Concrete sawcut remove or replace.
23. Tie-in jobsite trailers to (e) sewer or water.
24. Slurry backfill of any trenches.
25. Sewer clean-outs @ portable locations. Stubbed with cap.

Waller, Inc.

Michael G. Waller

Michael G. Waller, Vice President



**EXHIBIT B-3: 33.00 SITE UTILITIES  
PROJECT-SPECIFIC SCOPE OF WORK**

**GENERAL TERMS**

"Work" items listed in this section are for clarification only and are not intended to be a comprehensive list of inclusions. It is the responsibility of each bidder to include and or provide all costs for labor, supervision, material, equipment, detailing, hoisting, scaffolding, tools, rigging, engineering, permits, fees, applicable taxes, insurance fees, warranties, guarantees, and any facilities necessary to complete the work of their Bid Package(s).

The "Work" includes, but is not limited to, other related Contract Documents, which are specific requirements for this scope of work, including drawings, specifications, Exhibits, Pre-Bid RFI Log(s), Project Manual exhibits, and revisions included in the addenda.

Each Subcontractor shall reference Exhibit B.1 RESPONSIBILITY MATRIX for a general listing of specifications, special provisions, and contract responsibilities associated with this and other scopes.

**SITE UTILITIES**

- 33.00.001 Reference INC 01 Early Procurement for items furnished FOB to the job site, including (2) Cast Iron Grates and Frames.
- 33.00.002 Tie the 2 jobsite trailers into the existing sewer, reference as-builts, and Logistics Plan as needed.  
-- EXCLUDED: THIS WORK IS NOT SHOWN ON THE LOGISTICS PLAN.
- 33.00.003 Patch inlets, existing storm drain lines, or structures to remain with pre-manufactured cap/plug, or grout. Replace sections of pipe with dual band Fernco couplers where cap/plug or grout cannot be used. Similar to demolition note 1 on 1CD102A.
- 33.00.004 Patch inlets existing sewer lines or structures to remain with pre-manufactured cap/plug, or grout. Replace sections of pipe with dual band Fernco couplers where cap/plug or grout cannot be used. Similar to demolition note 2 on 1CD102A.
- 33.00.005 Shut off and disconnect the existing water line. Demolition is to be done by others. Provide temporary cap as needed until new connection is made.  
-- THIS PRICE IS INCLUDED AS AN ADD ALTERNATE PRICE PER DAY FOR CREW & EQUIPMENT.
- 33.00.006 Backfill trenches with slurry as indicated in the contract documents.
- 33.00.007 Cap and mark pipe ends as required per the contract documents and specs for a complete installation and/or termination.
- 33.00.008 Electrical and gas safe off by others.
- 33.00.009 Existing utility structures in areas of new paving shall be removed and reinstalled at new grade unless specifically noted otherwise.
- 33.00.010 Cut, cap, or patch any site utilities demo'd by others.
- 33.00.011 Camera existing sewer line tie-ins over Spring Break.  
-- THIS PRICE IS INCLUDED AS AN ADD ALTERNATE PRICE PER DAY FOR CREW & EQUIPMENT.



**EXHIBIT B-3: 33.00 SITE UTILITIES  
PROJECT-SPECIFIC SCOPE OF WORK**

---

- 33.00.012** Over Spring Break of 2023, the Subcontractor is to verify and pothole all utility points of connection for location, depth, and size. If conflict is found, the Subcontractor is to submit a formal RFI within 5 business days and update as-builts as needed. Similar to Utility Verification Note and Existing Utilities and Locating Note on 1CD102A.  
-- THIS PRICE IS INCLUDED AS AN ADD ALTERNATE PRICE PER DAY FOR CREW & EQUIPMENT.
- 33.00.013** Protect existing services and structures as needed to complete this scope of work.
- 33.00.014** Provide off haul of spoils for this scope of work.  
-- EXCLUDED: WE HAVE INCLUDED A TRENCH SPOILS QUANTITY TO BE OFF-HAULED BY OTHERS.
- 33.00.015** Coordinate and bring all site utilities to an agreed-upon location no more than 5' from the backside of the portable. Final water and sewer connections to relocated portables are to be made by others.  
(Added per Addendum #2)

**THE ENTIRE SUBCONTRACTOR SCOPE OF WORK INCLUDES THE FOLLOWING EXHIBITS:**

- EXHIBIT B: ALL TRADES**
- EXHIBIT B-1: PROJECT RESPONSIBILITY MATRIX**
- EXHIBIT B-2: TRADE-SPECIFIC SCOPE OF WORK**
- EXHIBIT B-3: PROJECT-SPECIFIC SCOPE OF WORK**



CA CL #879648  
 2229 Trinity Drive  
 Brentwood, CA 94513  
 Mike.WallerInc@comcast.net

**Contact:** Mike Waller  
**Phone:** 925-634-3663  
**Fax:** 925-634-3684  
**Cell:** 925-382-9762

Proposal Date: 3/22/2023  
**Union:** Yes  
**Bond:** Included  
**Sales Tax:** Included  
**Bid Date:** 03/22/23

**Quote For: Kemble-Chavez ES Sacramento, Ca. REV-2**

**Quote To:** Estimators  
**Phone:**  
**Fax:**  
**Email:**

**SITE UTILITY SCOPE: Rev-2 3/22**

SANITARY SEWER		
MOBILIZATION	1	LS
POTHOLE (E) UTILITIES	5	EA
CONNECT TO (E) SEWER STUB, SS	3	EA
6" SDR 35 PVC, SS	781	LF
4" SDR 35 PVC, SS	442	LF
48" SSMH, SS	1	EA
4" SSCO, SS	6	EA
6" COTG, SS	10	EA
SEWER SUBTOTAL		\$ 203,579
STORM DRAIN		
CONNECT TO (E) SDMH, SD	5	EA
CONNECT TO (E) STUB, SD	1	LF
CONNECT TO (E) SDDI, SD	1	EA
ADJUST (E) SDMH, ADD GRATE, SD	4	EA
12" HDPE, SD	286	LF
10" HDPE, SD	35	LF
6" SDR35 PVC, SD	96	LF
4" CIP CULVERT, SD	26	LF
24" SDDI, SD	6	EA
COBBLE OUTLETS, SD	2	EA
24" SDMH, SD	1	EA
STORM DRAIN SUBTOTAL		\$ 100,918
DOM/IRR		
CONNECT TO (E)METER, DW	1	EA
CONNECT TO (E) 8", DW	1	EA
4" C-900 CL 150 PVC, DW	1,142	LF





CA CL #879648

Proposal Date: 3/22/2023

3" SCH 80 PVC, DW	9	LF		
2 1/2" SCH 80 PVC, DW	193	LF		
2" SCH 80 PVC, DW	266	LF		
1 " SCH 80 PVC, DW	279	LF		
4" STUB W/TBO, DW	2	EA		
<b>DOM/IRR SUBTOTAL</b>			<b>\$</b>	<b>172,535</b>
<b>FIRE WATER</b>				
CONNECT TO (E) 8" STUBS, FW	2	EA		
8" C-900 CL 150 PVC, FW	1,134	LF		
6" C-900 CL 200 PVC, FW	638	LF		
6" STUBS W/TBO, FW	6	EA		
FIRE HYDRANT @ SOUTH PL, FW	1	EA		
FIRE HYDRANT, FW	3	EA		
8" STUBS W/TBO, FW	2	EA		
<b>FIRE WATER SUBTOTAL</b>			<b>\$</b>	<b>266,604</b>
<b>TOTAL FOR ABOVE BASE BID</b>			<b>\$</b>	<b>743,635</b>
<b>ALTERNATE 1</b>				
ALT 1: POT HOLE (E) OVER SPRING BREAK	1	LS	\$	3,826
ALT 1: T.V. (E) SEWER OVER SPRING BREAK	1	LS	\$	7,287
ALT 1: CUT AND CAP (E) UTILITIES	6	EA	\$	5,252
<b>ALTERNATE 1 SUB TOTAL</b>			<b>\$</b>	<b>16,365</b>
<b>ALTERNATE 2</b>				
ALT 2: REMOVE 6" SEWER	641	LF		
ALT 2: REMOVE SSMH	3	EA		
ALT 2: REMOVE (E) SDMH, SD	3	EA		
ALT 2: REMOVE (E) 10" STORM, SD	208	LF		
ALT 2: REMOVE (E) 6" STORM, SD	300	LF		
ALT 2: OFFHAUL PIPE AND STRUCTURES	6	LDS		
<b>ALTERNATE 2 SUBTOTALS</b>			<b>\$</b>	<b>49,450</b>
<b>TOTAL BASE BID PLUS ALTERNATES</b>			<b>\$</b>	<b>809,450</b>
<b>BOND RATE @ 1.5%</b>			<b>\$</b>	<b>12,142</b>
<b>TOTAL THIS PROPOSAL</b>			<b>\$</b>	<b>821,592</b>

**Notes:**

1. Approximate Spoils in UG Trenching to be left trench side are 900 cyds .
2. On-site access to Construction Water to be supplied by Others.



CA CL #879648

Proposal Date: 3/22/2023

3. Payment Terms, Net 30 days. Waller, Inc. retention to be reduced to 5%, 30 days after our scope of work is substantially complete.
4. This Proposal shall be incorporated into any Contract agreement.

**Inclusions:**

1. Sub grade to be + or - 6 in.
2. One mobilization only.
3. 2ea Addendums.
4. Price is valid for 30 days from the Proposal Date.
5. All utilities to be stubbed 5' from building.
6. **Mastic and Poly Bags for Corrosion Protection of ferrous metal pipe and fittings on FW System, per NFPA standards.**
7. **Due to current global supply chain issues, DIP, PVC, and HDPE, pipe & fittings, pricing is subject to change based on the current price at the time of shipment, and AVAILABILITY IS NOT GUARANTEED. This term supersedes all other contractual provisions.**
8. **Current delivery lead time for C-900 & SDR 35 PVC pipe and DIP Fittings is 8 - 12+ Weeks.**
9. **Current delivery lead time for Pre-Cast Concrete Structures is 6 - 8+ Weeks.**
10. **One day (8hrs) , three man crew provided to pothole (e) utilities.**
11. **One day (8hrs) , three man crew provided to cut and cap (e) utilities.**
12. **One day (8hrs) , Sub Crew provided to T.V. (e) sewer.**
13. **Overtime Premium Costs for Weekday & Saturday Work on site. (We're figuring a 24 working day (10hrs/day with 6day/week) duration for the Site Utilities.**
14. **Partial demo scope. Utilities >5' deep.**

**Exclusions:**

1. Bonds, Permit Fees, Soils Engineering Fees, Encroachment Permits, Utility/Connection Fees, Meter Fee.
2. Demolition, Remove & Replace of existing site work, unless noted above and rock excavation
3. Hazardous waste removal or off-haul
4. Dewatering, Sump Pumps or installation for rain water.
5. Temporary Water Service and Meter fees, Erosion Control.
6. Survey Staking of proposed work and as-built surveying.
7. Final utility connections at buildings, Final Adjustment of Tamper Switches
8. Adjustment of Existing utility Boxes, valve cans, manholes and inlets, unless noted above
9. Irrigation and landscape remove and replace. Temporary Fencing and (E) Fencing R&R. Trench Drains. Splash Blocks. Thru Curb Drains. Pipe Bollards.
10. Unforeseen underground utilities and obstructions. Work not included in the above Scope
11. Spoils removal from trench side and off-haul. AC Paving off-haul.
12. **Removal or replacement of AC or Concrete**
13. **Repair of damaged (E) utilities not shown on the drawings. Restoration & Replacement of (E) Sitework, Landscape & Lawn Area.**
14. **Holiday work.**
15. **Site Fire Flow Calculations.**
16. **Corrosion Protection Design and Installation of Wires, Anodes and Test Stations.**
17. **Conduit in FW Trenches for Fire Alarm system.**
18. **Striping. AC Grinding. Slurry Seal. AC Reinforcing Fabric.**
19. **Fence removal, relocation or replace.**
20. **Contractor QSP for flushing Sewer, Storm Drain and Water Utilities.**
21. **Survey of (e) utilities.**
22. **AC/Concrete sawcut remove or replace.**
23. **Tie-in jobsite trailers to (e) sewer or water.**
24. **Slurry backfill of any trenches.**
25. **Sewer clean-outs @ portable locations. Stubbed with cap.**



CA CL #879648

Proposal Date: 3/22/2023

Waller, Inc.

Michael G. Waller  
Michael G. Waller, Vice President

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## EXHIBIT B-2: 02.40 EXISTING CONDITIONS - DEMO

### GENERAL TERMS

"Work" items listed in this section are for clarification only and are not intended to be a comprehensive list of inclusions. It is the responsibility of each bidder to include and or provide all costs for labor, supervision, material, equipment, detailing, hoisting, scaffolding, tools, rigging, engineering, permits, fees, applicable taxes, insurance fees, warranties, guarantees, and any facilities necessary to complete the work of their Bid Package(s).

The "Work" includes, but is not limited to, other related Contract Documents, which are specific requirements for this scope of work, including drawings, specifications, Exhibits, Pre-Bid RFI Log(s), Project Manual exhibits, and revisions included in the addenda.

Each Subcontractor shall reference Exhibit B.1 RESPONSIBILITY MATRIX for a general listing of specifications, special provisions, and contract responsibilities associated with this and other scopes.

**Not all of the items listed below will be applicable or apply to every project. The Subcontractor is responsible for reviewing the contract documents in their entirety for their applicable scope of work. Refer to Exhibit B3 for the Project Specific Scope of Work.**

### EXISTING CONDITIONS - DEMO

- 02.40.001 This Subcontractor is responsible for any demolition work required to perform new work and demolition of all building and site elements per the contract documents, including but not limited to: existing buildings, building foundations to the bottom of footing elevation, shade structures, freestanding concrete walls and foundations, building and site stairs and ramps, AC paving and base, concrete paving and base, asphalt or concrete curbs, gutters, slabs, pads, benches, all types of fencing, gates, poles, posts, railings and foundations for same, light poles/fixtures and associated foundations, drinking fountains, truncated domes, bollards, landscape, vegetation, all trees to the bottom of root via excavation (stump grinding will not be allowed), plantings in areas shown to receive new irrigation/planting, rocks (known or unknown), trash, old SWPPP BMP's, site accessories, signage, metal structures, tool shed, overhangs, planters, generator, fuel, electrical boxes, electrical transformers, rooftop HVAC equipment, fire hydrants, backflow preventers, any underground utilities or structures, etc.
- 02.40.002 Subcontractor is responsible for the review of all drawings, including but not limited to Architectural, civil, mechanical, electrical, plumbing, landscaping, and structural, to determine the extent of demolition and items to remain to construct the new work as required. Any items noted to be removed or demolished are by this Subcontractor.
- 02.40.003 Selective demolition and/or removal of exterior and interior building structures/components including, but not limited to, MEPF systems, low voltage systems, technology systems, ceilings, walls, roofs, flooring, slabs, footings, soffits, awnings, storefront systems, window systems, windows, masonry,

EXHIBIT B-2:  
02.40 EXISTING CONDITIONS - DEMO

fixtures, devices, conduit, cabling, outlets, receptacles, jacks, faceplates, wire, wire mold, surface raceways, fiber, floor boxes, j-boxes, cabinets, backboards, patch panels, punch-down blocks, network switches, CATV components, cable tray, smoke detectors, grilles, air devices, ductwork, dampers, fire dampers, doors, frames, hardware, casework, plumbing fixtures, carpet, base, associated attachments, and any accessories as indicated by the contract documents.

- 02.40.005 This Subcontractor shall visit the site and inspect existing conditions to determine all demolition work required to achieve the new site work, per contract documents. No change orders will be issued for required demolition work that could be known from inspection of the project site conditions.
- 02.40.006 Before the commencement of work, this Subcontractor shall conduct an existing conditional survey. The survey to include a photo and video documentation, along with a narrative, of existing site conditions for all onsite buildings and structures to remain in place, and buildings, structures, fencing, walls, sidewalks, roadways, etc., adjacent to the project site. Provide (2) copies of the completed existing conditions survey to BBC.
- 02.40.007 Identify and protect all existing utilities not indicated to be removed from any potential damage during demolition operations. Shall include protection of all buildings and site elements that are to remain.
- 02.40.008 Provide dust control as required to control pollution created during demolition operations. This Subcontractor is to provide dust control from demolition mobilization until all demolition and disposal work is completed.
- 02.40.009 Furnish and install all necessary railings, guardrails, toe-boards, barricades, temporary fencing, and any other safety devices related to demolition work in compliance with all Local, State, and Federal inspection agencies, including temporary shoring and structural bracing. If temporary shoring is required, submit California PE stamped engineered approved shoring systems to the BBC for review before installing the said system. Remove all temporary items when no longer needed upon approval from BBC. All guardrails and railings will be demarked with a new orange safety fence.
- 02.40.010 This Subcontractor will flush all sewer and storm drain systems within a 50 feet radius of all areas of work performed by this Subcontractor before the commencement of demolition activities and after completing all demolition activities.
- EXCLUDED: NEED TO QUANTIFY/MARK EX. SS & SD TO BE FLUSHED.
- 02.40.011 This Subcontractor is responsible for removing all demolished materials within 48 hours of demolition corresponding activity or as agreed upon with BBC.
- 02.40.012 Review all above ceiling utilities and reflected ceiling plan to ensure ceiling demolition allows the removal of existing systems and installation of the new systems. This Subcontractor shall coordinate with the MEPF and Ceiling Subcontractors for ceiling removal to provide sufficient access to install their new systems. Where walls are shown to be removed, this Subcontractor shall demo the adjacent ceiling as needed to access the structure.



**EXHIBIT B-2:  
02.40 EXISTING CONDITIONS - DEMO**

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02.40.013 Where items are inadvertently removed by this Subcontractor that is not shown to be removed or are not required to be removed to receive new installation, this Subcontractor will be responsible for the repair, replacement, and/or restoration of removed or damaged items.

**THE ENTIRE SUBCONTRACTOR SCOPE OF WORK INCLUDES THE FOLLOWING EXHIBITS:**

**EXHIBIT B: ALL TRADES**

**EXHIBIT B-1: PROJECT RESPONSIBILITY MATRIX**

**EXHIBIT B-2: TRADE-SPECIFIC SCOPE OF WORK**

**EXHIBIT B-3: PROJECT-SPECIFIC SCOPE OF WORK**



**EXHIBIT B-3: 02.40 EXISTING CONDITIONS – DEMO  
PROJECT-SPECIFIC SCOPE OF WORK**

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**GENERAL TERMS**

"Work" items listed in this section are for clarification only and are not intended to be a comprehensive list of inclusions. It is the responsibility of each bidder to include and or provide all costs for labor, supervision, material, equipment, detailing, hoisting, scaffolding, tools, rigging, engineering, permits, fees, applicable taxes, insurance fees, warranties, guarantees, and any facilities necessary to complete the work of their Bid Package(s).

The "Work" includes, but is not limited to, other related Contract Documents, which are specific requirements for this scope of work, including drawings, specifications, Exhibits, Pre-Bid RFI Log(s), Project Manual exhibits, and revisions included in the addenda.

Each Subcontractor shall reference Exhibit B-1 RESPONSIBILITY MATRIX for a general listing of specifications, special provisions, and contract responsibilities associated with this and other scopes.

**EXISTING CONDITIONS – DEMO**

- 02.40.001 Field verify all hard demo required for new construction per contract documents.
- 02.40.002 Remove existing concrete paving and base aggregates, similar to demolition note 2 on 1CD101A.
- 02.40.003 Remove existing concrete curbs and gutters, similar to note 6 on 1CD101A.
- 02.40.004 Remove existing fencing and or gates as shown, removal to include all posts and concrete bases; similar to demolition note 7 on 1CD101A. Backfill and compaction of holes are to be done by others.
- 02.40.005 Remove existing utility and utility box, similar to demolition note 8 on 1CD101A. Coordinate with MEP subcontractors as needed to allow the District at least 72 hours prior to shut-offs.
- 02.40.006 Protect existing utility box, manhole, or vaults to remain, similar to demolition note 9 on 1CD101A.
- 02.40.007 Remove existing concrete or block wall, including existing footing; similar to demolition note 10 on 1CD101A.
- 02.40.008 Remove existing steel pipe hand railing and concrete footings, similar to demolition note 14 on 1CD101A.
- 02.40.009 Remove existing pipe bollards and related concrete base, similar to demolition note 15 on 1CD101A.
- 02.40.010 Carefully remove the existing basketball goalpost to include the post and concrete base in a manner that does not damage and is able to be reused. Return hoops and backboards to District. similar to demolition note 18 on 1CD101A.
- 02.40.011 Remove existing tetherball posts and footings, similar to demolition note 19 on 1CD101A.
- 02.40.012 Remove existing shed / containers, similar to demolition note 20 on 1CD101A.

**EXHIBIT B-3: 02.40 EXISTING CONDITIONS – DEMO  
PROJECT-SPECIFIC SCOPE OF WORK**

- 02.40.013 Remove existing drain inlet, manhole, or other concrete structures. See utility demolition plans for additional information. Similar to demolition note 21 on 1CD101A.
- 02.40.014 WALLER: INCLUDED FOR UTILITIES, DEPTH > 5'  
Remove existing flagpole and footing, similar to demolition note 22 on 1CD101A.
- ~~02.40.015 Remove existing metal ramp assembly to include all structure, wood paneling, ramp, landing, and wood skids. Similar to demolition note 23 on 1CD101A.~~
- 02.40.016 Remove shade structures complete with all structure and concrete footings, similar to demolition note 24 on 1CD101A. Backfill of the footing to be by others.
- 02.40.017 Remove any remaining concrete pads, skids, electrical equipment, etc., per demolition note 25 on 1CD101A after Electrical Subcontractor completes their relocation and electrical demolition.
- 02.40.018 Demo any non-salvaged existing electrical gear after safe off. Coordinate with the Electrical Subcontractor as needed.
- 02.40.019 Demo existing gas lines identified on 1PS101, safe off by others.
- 02.40.020 Demo existing shade structures and related footings, similar to note 113/1AD101. Backfill and compaction of the demolished footing will be done by others, and protect openings as needed until backfill occurs.
- 02.40.021 Provide a complete demolition of existing utilities as noted on 1CD102A Demolition Notes 1, 2, 3, 4, 5, & 6. Safe off and capping prior to demo to be performed by others.
- 02.40.022 WALLER: INCLUDED FOR UTILITIES, DEPTH > 5'  
~~Remove existing flooring and adhesives in portables as identified in the contract documents, and make ready to receive new flooring.~~
- ~~02.40.023 Remove existing base and adhesive in portables as identified in the contract documents, and make ready to receive new base.~~
- 02.40.024 Cut and demo hardscape for 2 new stabilized construction entrances.
- 02.40.025 Demo the existing perimeter fence at locations where the new construction fence will be placed per the Logistics Plan.
- 02.40.026 Store and secure salvaged items for District use as identified in the contract documents.
- 02.40.027 Protect existing conditions, services, and structures as needed to complete this scope of work.
- 02.40.028 Provide shoring and bracing as needed to accommodate all demolition.
- 02.40.029 Provide off haul of spoils for this scope of work.
- 02.40.030 WALLER: INCLUDED FOR UTILITIES, DEPTH > 5'  
~~All portables called out to be removed from the site will be required to be demolished and hauled off by this Subcontractor as part of the base bid. (Pre-Bid RFI #4) (Added per Addendum #2)~~





**EXHIBIT B-3: 02.40 EXISTING CONDITIONS – DEMO  
PROJECT-SPECIFIC SCOPE OF WORK**

- 02.40.031 Provide sewer manhole demolition as required. (Pre-Bid RFI #12) (Added per Addendum #2)  
WALLER: INCLUDED
- 02.40.032 Provide demolition of trees and planters as required. (Pre-Bid RFI #13) (Added per Addendum #2)
- 02.40.033 Include asphalt demolition for electrical trench. (Pre-Bid RFI #11) (Added per Addendum #2)
- 02.40.034 Please include asphalt removal for the trash enclosure identified on 1AS101 by call out 8/1AS501 (Added per Addendum #2)
- ~~02.40.035 Include foundation demolition and removal associated with the twenty-five (25) relocated portables and nine (9) demo's portables called out on 1SD101 and 1AS101. (Added per Addendum #2)~~
- ~~02.40.036 Include non-hazardous asbestos waste removal as required per Entek Report dated 09.07.22 for relocated Portable Classrooms 35-42. (Added per Addendum #2)~~

**THE ENTIRE SUBCONTRACTOR SCOPE OF WORK INCLUDES THE FOLLOWING EXHIBITS:**

- EXHIBIT B: ALL TRADES**
- EXHIBIT B-1: PROJECT RESPONSIBILITY MATRIX**
- EXHIBIT B-2: TRADE-SPECIFIC SCOPE OF WORK**
- EXHIBIT B-3: PROJECT-SPECIFIC SCOPE OF WORK**



CA CL #879648  
 2229 Trinity Drive  
 Brentwood, CA 94513  
 Mike.WallerInc@comcast.net

**Contact:** Mike Waller  
**Phone:** 925-634-3663  
**Fax:** 925-634-3684  
**Cell:** 925-382-9762

Proposal Date: 3/17/2023

**Union:** Yes  
**Bond:** Included  
**Sales Tax:** Included  
**Bid Date:** 03/16/23

**Quote For: Kemble-Chavez ES Sacramento, Increment 1, Ca.**

**Quote To:** Estimators  
**Phone:**  
**Fax:**  
**Email:**

**SITE UTILITY SCOPE: REVISED 3/17/2023**

SANITARY SEWER		
MOBILIZATION	1	LS
POTHOLE (E) UTILITIES	5	EA
CONNECT TO (E) SEWER STUB, SS	3	EA
6" SDR 35 PVC, SS	781	LF
4" SDR 35 PVC, SS	442	LF
48" SSMH, SS	1	EA
4" SSCO, SS	6	EA
6" COTG, SS	10	EA
SEWER SUBTOTAL		\$ 203,579
STORM DRAIN		
CONNECT TO (E) SDMH, SD	5	EA
CONNECT TO (E) STUB, SD	1	LF
CONNECT TO (E) SDDI, SD	1	EA
ADJUST (E) SDMH, ADD GRATE, SD	4	EA
12" HDPE, SD	286	LF
10" HDPE, SD	35	LF
6" SDR35 PVC, SD	96	LF
4" CIP CULVERT, SD	26	LF
24" SDDI, SD	6	EA
COBBLE OUTLETS, SD	2	EA
24" SDMH, SD	1	EA
STORM DRAIN SUBTOTAL		\$ 100,918
DOM/IRR		
CONNECT TO (E)METER, DW	1	EA
CONNECT TO (E) 8", DW	1	EA
4" C-900 CL 150 PVC, DW	1,142	LF



CA CL #879648

Proposal Date: 3/17/2023

3" SCH 80 PVC, DW	9	LF		
2 1/2" SCH 80 PVC, DW	193	LF		
2" SCH 80 PVC, DW	266	LF		
1 " SCH 80 PVC, DW	279	LF		
4" STUB W/TBO, DW	2	EA		
<b>DOM/IRR SUBTOTAL</b>			<b>\$</b>	<b>172,535</b>
<b>FIRE WATER</b>				
CONNECT TO (E) 8" STUBS, FW	2	EA		
8" C-900 CL 150 PVC, FW	1,134	LF		
6" C-900 CL 200 PVC, FW	638	LF		
6" STUBS W/TBO, FW	6	EA		
FIRE HYDRANT @ SOUTH PL, FW	1	EA		
FIRE HYDRANT, FW	3	EA		
8" STUBS W/TBO, FW	2	EA		
<b>FIRE WATER SUBTOTAL</b>			<b>\$</b>	<b>266,604</b>
<b>TOTAL FOR ABOVE BASE BID</b>			<b>\$</b>	<b>743,636</b>
<b>ALTERNATE</b>				
ALT 1: POTSOLE (E) OVER SPRING BREAK	1	LS	\$	3,826
ALT 1: T.V. (E) SEWER OVER SPRING BREAK	1	LS	\$	7,287
ALT 1: CUT AND CAP (E) UTILITIES	6	EA	\$	5,252
<b>ALTERNATE SUB TOTAL</b>			<b>\$</b>	<b>16,365</b>
<b>TOTAL BASE BID + ALTERNATES</b>			<b>\$</b>	<b>760,000</b>
<b>BOND RATE @ 1.5%</b>			<b>\$</b>	<b>11,400</b>
<b>TOTAL FOR ABOVE PROPOSAL</b>			<b>\$</b>	<b>771,400</b>

**Notes:**

1. Approximate Spoils in UG Trenching to be left trench side are 900 cyds .
2. On-site access to Construction Water to be supplied by Others.
3. Payment Terms, Net 30 days. Waller, Inc. retention to be reduced to 5%, 30 days after our scope of work is substantially complete.
4. This Proposal shall be incorporated into any Contract agreement.

**Inclusions:**

1. Sub grade to be + or - 6 in.
2. One mobilization only.
3. 2ea Addendums.
4. Price is valid for 30 days from the Proposal Date.
5. All utilities to be stubbed 5' from building.
6. **Mastic and Poly Bags for Corrosion Protection of ferrous metal pipe and fittings on FW System, per NFPA standards.**



CA CL #879648

Proposal Date: 3/17/2023

7. **Due to current global supply chain issues, DIP, PVC, and HDPE, pipe & fittings, pricing is subject to change based on the current price at the time of shipment, and AVAILABILITY IS NOT GUARANTEED. This term supersedes all other contractual provisions.**
8. **Current delivery lead time for C-900 & SDR 35 PVC pipe and DIP Fittings is 8 – 12+ Weeks.**
9. **Current delivery lead time for Pre-Cast Concrete Structures is 6 – 8+ Weeks.**
10. **One day (8hrs) , three man crew provided to pothole (e) utilities.**
11. **One day (8hrs) , three man crew provided to cut and cap (e) utilities.**
12. **One day (8hrs) , Sub Crew provided to T.V. (e) sewer.**
13. **Overtime Premium Costs for Weekday & Saturday Work on site. (We're figuring a 24 working day (10hrs/day with 6day/week) duration for the Site Utilities during the month of July, to meet the Inc 1 Project Schedule.**

**Exclusions:**

1. Bonds, Permit Fees, Soils Engineering Fees, Encroachment Permits, Utility/Connection Fees, Meter Fee.
2. Demolition, Remove & Replace of existing site work, unless noted above and rock excavation
3. Hazardous waste removal or off-haul
4. Dewatering, Sump Pumps or installation for rain water.
5. Temporary Water Service and Meter fees, Erosion Control.
6. Survey Staking of proposed work and as-built surveying.
7. Final utility connections at buildings, Final Adjustment of Tamper Switches
8. Adjustment of Existing utility Boxes, valve cans, manholes and inlets, unless noted above
9. Irrigation and landscape remove and replace. Temporary Fencing and (E) Fencing R&R. Trench Drains. Splash Blocks. Thru Curb Drains. Pipe Bollards.
10. Unforeseen underground utilities and obstructions. Work not included in the above Scope
11. Spoils removal from trench side and off-haul. AC Paving off-haul.
12. **Removal or replacement of AC or Concrete**
13. **Repair of damaged (E) utilities not shown on the drawings. Restoration & Replacement of (E) Sitework, Landscape & Lawn Area.**
14. **Holiday work.**
15. **Site Fire Flow Calculations.**
16. **Corrosion Protection Design and Installation of Wires, Anodes and Test Stations.**
17. **Conduit in FW Trenches for Fire Alarm system.**
18. **Striping. AC Grinding. Slurry Seal. AC Reinforcing Fabric.**
19. **Fence removal, relocation or replace.**
20. **Contractor QSP for flushing Sewer, Storm Drain and Water Utilities.**
21. **Survey of (e) utilities.**
22. **AC/Concrete sawcut remove or replace.**
23. **Tie-in jobsite trailers to (e) sewer or water.**
24. **Slurry backfill of any trenches.**
25. **Sewer clean-outs @ portable locations. Stubbed with cap.**

Waller, Inc.

Michael G. Waller

Michael G. Waller, Vice President



## EXHIBIT B-3: 33.00 SITE UTILITIES PROJECT-SPECIFIC SCOPE OF WORK

### GENERAL TERMS

"Work" items listed in this section are for clarification only and are not intended to be a comprehensive list of inclusions. It is the responsibility of each bidder to include and or provide all costs for labor, supervision, material, equipment, detailing, hoisting, scaffolding, tools, rigging, engineering, permits, fees, applicable taxes, insurance fees, warranties, guarantees, and any facilities necessary to complete the work of their Bid Package(s).

The "Work" includes, but is not limited to, other related Contract Documents, which are specific requirements for this scope of work, including drawings, specifications, Exhibits, Pre-Bid RFI Log(s), Project Manual exhibits, and revisions included in the addenda.

Each Subcontractor shall reference Exhibit B.1 RESPONSIBILITY MATRIX for a general listing of specifications, special provisions, and contract responsibilities associated with this and other scopes.

### SITE UTILITIES

- 33.00.001 Reference INC 01 Early Procurement for items furnished FOB to the job site, including (2) Cast Iron Grates and Frames.
- 33.00.002 Tie the 2 jobsite trailers into the existing sewer, reference as-builts, and Logistics Plan as needed.  
-- EXCLUDED: THIS WORK IS NOT SHOWN ON THE LOGISTICS PLAN.
- 33.00.003 Patch inlets, existing storm drain lines, or structures to remain with pre-manufactured cap/plug, or grout. Replace sections of pipe with dual band Fernco couplers where cap/plug or grout cannot be used. Similar to demolition note 1 on 1CD102A.
- 33.00.004 Patch inlets existing sewer lines or structures to remain with pre-manufactured cap/plug, or grout. Replace sections of pipe with dual band Fernco couplers where cap/plug or grout cannot be used. Similar to demolition note 2 on 1CD102A.
- 33.00.005 Shut off and disconnect the existing water line. Demolition is to be done by others. Provide temporary cap as needed until new connection is made.  
-- THIS PRICE IS INCLUDED AS AN ADD ALTERNATE PRICE PER DAY FOR CREW & EQUIPMENT.
- 33.00.006 Backfill trenches with slurry as indicated in the contract documents.
- 33.00.007 Cap and mark pipe ends as required per the contract documents and specs for a complete installation and/or termination.
- 33.00.008 Electrical and gas safe off by others.
- 33.00.009 Existing utility structures in areas of new paving shall be removed and reinstalled at new grade unless specifically noted otherwise.
- 33.00.010 Cut, cap, or patch any site utilities demo'd by others.
- 33.00.011 Camera existing sewer line tie-ins over Spring Break.  
-- THIS PRICE IS INCLUDED AS AN ADD ALTERNATE PRICE PER DAY FOR CREW & EQUIPMENT.



**EXHIBIT B-3: 33.00 SITE UTILITIES  
PROJECT-SPECIFIC SCOPE OF WORK**

- 33.00.012 Over Spring Break of 2023, the Subcontractor is to verify and pothole all utility points of connection for location, depth, and size. If conflict is found, the Subcontractor is to submit a formal RFI within 5 business days and update as-builts as needed. Similar to Utility Verification Note and Existing Utilities and Locating Note on 1CD102A.  
-- THIS PRICE IS INCLUDED AS AN ADD ALTERNATE PRICE PER DAY FOR CREW & EQUIPMENT.
- 33.00.013 Protect existing services and structures as needed to complete this scope of work.
- 33.00.014 Provide off haul of spoils for this scope of work.  
-- EXCLUDED: WE HAVE INCLUDED A TRENCH SPOILS QUANTITY TO BE OFF-HAULED BY OTHERS.
- 33.00.015 Coordinate and bring all site utilities to an agreed-upon location no more than 5' from the backside of the portable. Final water and sewer connections to relocated portables are to be made by others.  
(Added per Addendum #2)

**THE ENTIRE SUBCONTRACTOR SCOPE OF WORK INCLUDES THE FOLLOWING EXHIBITS:**

- EXHIBIT B: ALL TRADES**
- EXHIBIT B-1: PROJECT RESPONSIBILITY MATRIX**
- EXHIBIT B-2: TRADE-SPECIFIC SCOPE OF WORK**
- EXHIBIT B-3: PROJECT-SPECIFIC SCOPE OF WORK**

# SCUSD Chavez-Kemble ES Inc. 1 - Portable Relocation

7495 29th Street, Sacramento, CA 95822, United States of America

Sent proposal revision #4: \$822,050

Submitted Mar 27, 2023 at 12:37 PM PDT

Waller, Inc.

Brentwood, CA, USA

KEITH BALDWIN | Estimator/Project Manager | +1 707-656-5448 | keith.wallerinc@comcast.net

## General Acknowledgments

Bidder acknowledges that Balfour Beatty- Clark/Sullivan, a Joint Venture is dependent on the bids to establish a GMP with the District/Owner and that Balfour Beatty is reasonably relying on the bids. Therefore, bidder promises that it will not withdraw or unilaterally alter its bid for a period of 90 days after the date set for the opening of the bids. Bidder also acknowledges that if it fails to honor any of the promises in its bid then it is foreseeable that Balfour Beatty will be injured, and therefore bidder will be responsible for any resulting damages to Balfour Beatty, including but not limited to covering the difference for Balfour Beatty to proceed with a different subcontractor.	Yes
By choosing "yes", the Bidder promises and represents that it can and will comply that they cannot add any exclusions, markups, etc. to the subcontract agreement included in the bid docs under Document 01304 Sample Long Form Subcontract or any other contract document listed in the bid manual.	Yes
Are you utilizing any DVBE subcontractors?	No
Is bidder DVBE certified?	No
By choosing "yes", the Bidder promises and represents that they have received notification and will comply with Addendums #1 and #2.	Yes
By choosing "yes", the Bidder promises and represents that it can and will comply with the Project Labor Agreement (PLA) upon award.	Yes
By choosing "yes", the Bidder promises and represents that it can and will comply with the Insurance Requirements for this project upon award.	Yes
Is the bidder prequalified with Balfour Beatty Construction, LLC?	Yes
By choosing "yes", the Bidder promises and represents that it can and will comply with the Front End and District Documents upon award.	Yes
By choosing "yes", the Bidder promises and represents that it can and will comply with the Bid Package in its entirety; Exhibit B, B1, B2 and B3 upon award.	Yes
Contractors License number?	879648
License Classification?	CL A
DIR Registration number?	1000005714
EMR Rate?	0.83
By choosing "yes", the Bidder promises and represents that it can and will comply with this project utilizing LCP Tracker upon award.	Yes

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## SCUSD Chavez-Kemble ES Inc. 1 - Portable Relocation

7495 29th Street, Sacramento, CA 95822, United States of America

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By choosing "yes", the Bidder promises and represents that it can and will comply with this project utilizing Textura (cost to subcontractor .22% of contract value, not to exceed \$5,000) upon award.

Yes

### Bond Information

Performance and Payment Bond Rate - only if total bid is over \$100,000 (Not to be included with bid price above)

1.50 %

### Certifications

Do you represent a certified minority business?

No

### Additional Information

#### Notes

Revision 3

### Attachments

-  1 Kemble-Chavez ES-Sacra... (1.0 MB)
-  Kemble-Chavez ES-Sacram... (1.5 MB)
-  Kemble-Chavez ES-Sacram... (737 KB)
-  Kemble-Chavez ES-Sacram... (1.0 MB)







CA CL #879648

Proposal Date: 3/16/2023

3" SCH 80 PVC, DW	9	LF	
2 1/2" SCH 80 PVC, DW	193	LF	
2" SCH 80 PVC, DW	266	LF	
1 " SCH 80 PVC, DW	279	LF	
4" STUB W/TBO, DW	2	EA	
<b>DOM/IRR SUBTOTAL</b>			<b>\$ 172,535</b>

**FIRE WATER**

CONNECT TO (E) 8" STUBS, FW	2	EA	
8" C-900 CL 150 PVC, FW	1,134	LF	
6" C-900 CL 200 PVC, FW	638	LF	
6" STUBS W/TBO, FW	6	EA	
FIRE HYDRANT @ SOUTH PL, FW	1	EA	
FIRE HYDRANT, FW	3	EA	
8" STUBS W/TBO, FW	2	EA	
<b>FIRE WATER SUBTOTAL</b>			<b>\$ 266,604</b>

**TOTAL FOR ABOVE BASE BID \$ 743,636**

**ALTERNATE**

ALT 1: POTHOLE (E) OVER SPRING BREAK	1	LS	
ALT 1: T.V. (E) SEWER OVER SPRING BREAK	1	LS	
ALT 1: CUT AND CAP (E) UTILITIES	6	EA	
<b>ALTERNATE SUB TOTAL</b>			<b>\$ 16,365</b>

**TOTAL BASE BID + ALTERNATES \$ 760,000**

**BOND RATE @ 1.5% \$ 11,400**

**TOTAL FOR ABOVE PROPOSAL \$ 771,400**

**Notes:**

1. Approximate Spoils in UG Trenching to be left trench side are 900 cyds .
2. On-site access to Construction Water to be supplied by Others.
3. Payment Terms, Net 30 days. Waller, Inc. retention to be reduced to 5%, 30 days after our scope of work is substantially complete.
4. This Proposal shall be incorporated into any Contract agreement.

**Inclusions:**

1. Sub grade to be + or - 6 in.
2. One mobilization only.
3. 2ea Addendums.
4. Price is valid for 30 days from the Proposal Date.
5. All utilities to be stubbed 5' from building.
6. **Mastic and Poly Bags for Corrosion Protection of ferrous metal pipe and fittings on FW System, per NFPA standards.**



CA CL #879648

Proposal Date: 3/16/2023

7. Due to current global supply chain issues, DIP, PVC, and HDPE, pipe & fittings, pricing is subject to change based on the current price at the time of shipment, and AVAILABILITY IS NOT GUARANTEED. This term supersedes all other contractual provisions.
8. Current delivery lead time for C-900 & SDR 35 PVC pipe and DIP Fittings is 8 – 12+ Weeks.
9. Current delivery lead time for Pre-Cast Concrete Structures is 6 – 8+ Weeks.
10. One day (8hrs) , three man crew provided to pothole (e) utilities.
11. One day (8hrs) , three man crew provided to cut and cap (e) utilities.
12. One day (8hrs) , Sub Crew provided to T.V. (e) sewer.

**Exclusions:**

1. Bonds, Permit Fees, Soils Engineering Fees, Encroachment Permits, Utility/Connection Fees, Meter Fee.
2. Demolition, Remove & Replace of existing site work, unless noted above and rock excavation
3. Hazardous waste removal or off-haul
4. Dewatering, Sump Pumps or installation for rain water.
5. Temporary Water Service and Meter fees, Erosion Control.
6. Survey Staking of proposed work and as-built surveying.
7. Final utility connections at buildings, Final Adjustment of Tamper Switches
8. Adjustment of Existing utility Boxes, valve cans, manholes and inlets, unless noted above
9. Irrigation and landscape remove and replace. Temporary Fencing and (E) Fencing R&R. Trench Drains. Splash Blocks. Thru Curb Drains. Pipe Bollards.
10. Unforeseen underground utilities and obstructions. Work not included in the above Scope
11. Spoils removal from trench side and off-haul. AC Paving off-haul.
12. Removal or replacement of AC or Concrete
13. Repair of damaged (E) utilities not shown on the drawings. Restoration & Replacement of (E) Sitework, Landscape & Lawn Area.
14. Holiday work.
15. Site Fire Flow Calculations.
16. Corrosion Protection Design and Installation of Wires, Anodes and Test Stations.
17. Conduit in FW Trenches for Fire Alarm system.
18. Striping. AC Grinding. Slurry Seal. AC Reinforcing Fabric.
19. Fence removal, relocation or replace.
20. Contractor QSP for flushing Sewer, Storm Drain and Water Utilities.
21. Survey of (e) utilities.
22. AC/Concrete sawcut remove or replace.
23. Tie-in jobsite trailers to (e) sewer or water.
24. Slurry backfill of any trenches.
25. Sewer clean-outs @ portable locations. Stubbed with cap.

Waller, Inc.

Michael G. Waller

Michael G. Waller, Vice President

## EXHIBIT B-3: 33.00 SITE UTILITIES PROJECT-SPECIFIC SCOPE OF WORK

### GENERAL TERMS

"Work" items listed in this section are for clarification only and are not intended to be a comprehensive list of inclusions. It is the responsibility of each bidder to include and or provide all costs for labor, supervision, material, equipment, detailing, hoisting, scaffolding, tools, rigging, engineering, permits, fees, applicable taxes, insurance fees, warranties, guarantees, and any facilities necessary to complete the work of their Bid Package(s).

The "Work" includes, but is not limited to, other related Contract Documents, which are specific requirements for this scope of work, including drawings, specifications, Exhibits, Pre-Bid RFI Log(s), Project Manual exhibits, and revisions included in the addenda.

Each Subcontractor shall reference Exhibit B.1 RESPONSIBILITY MATRIX for a general listing of specifications, special provisions, and contract responsibilities associated with this and other scopes.

### SITE UTILITIES

- 33.00.001 Reference INC 01 Early Procurement for items furnished FOB to the job site, including (2) Cast Iron Grates and Frames.
- 33.00.002 Tie the 2 jobsite trailers into the existing sewer, reference as-builts, and Logistics Plan as needed.  
-- EXCLUDED: THIS WORK IS NOT SHOWN ON THE LOGISTICS PLAN.
- 33.00.003 Patch inlets, existing storm drain lines, or structures to remain with pre-manufactured cap/plug, or grout. Replace sections of pipe with dual band Fernco couplers where cap/plug or grout cannot be used. Similar to demolition note 1 on 1CD102A.
- 33.00.004 Patch inlets existing sewer lines or structures to remain with pre-manufactured cap/plug, or grout. Replace sections of pipe with dual band Fernco couplers where cap/plug or grout cannot be used. Similar to demolition note 2 on 1CD102A.
- 33.00.005 Shut off and disconnect the existing water line. Demolition is to be done by others. Provide temporary cap as needed until new connection is made.  
-- THIS PRICE IS INCLUDED AS AN ADD ALTERNATE PRICE PER DAY FOR CREW & EQUIPMENT.
- 33.00.006 Backfill trenches with slurry as indicated in the contract documents.
- 33.00.007 Cap and mark pipe ends as required per the contract documents and specs for a complete installation and/or termination.
- 33.00.008 Electrical and gas safe off by others.
- 33.00.009 Existing utility structures in areas of new paving shall be removed and reinstalled at new grade unless specifically noted otherwise.
- 33.00.010 Cut, cap, or patch any site utilities demo'd by others.
- 33.00.011 Camera existing sewer line tie-ins over Spring Break.  
-- THIS PRICE IS INCLUDED AS AN ADD ALTERNATE PRICE PER DAY FOR CREW & EQUIPMENT.



**EXHIBIT B-3: 33.00 SITE UTILITIES  
PROJECT-SPECIFIC SCOPE OF WORK**

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- 33.00.012 Over Spring Break of 2023, the Subcontractor is to verify and pothole all utility points of connection for location, depth, and size. If conflict is found, the Subcontractor is to submit a formal RFI within 5 business days and update as-builts as needed. Similar to Utility Verification Note and Existing Utilities and Locating Note on ICD102A.  
-- THIS PRICE IS INCLUDED AS AN ADD ALTERNATE PRICE PER DAY FOR CREW & EQUIPMENT.
- 33.00.013 Protect existing services and structures as needed to complete this scope of work.
- 33.00.014 Provide off haul of spoils for this scope of work.  
-- EXCLUDED: WE HAVE INCLUDED A TRENCH SPOILS QUANTITY TO BE OFF-HAULED BY OTHERS.
- 33.00.015 Coordinate and bring all site utilities to an agreed-upon location no more than 5' from the backside of the portable. Final water and sewer connections to relocated portables are to be made by others.  
(Added per Addendum #2)

**THE ENTIRE SUBCONTRACTOR SCOPE OF WORK INCLUDES THE FOLLOWING EXHIBITS:**

- EXHIBIT B: ALL TRADES**
- EXHIBIT B-1: PROJECT RESPONSIBILITY MATRIX**
- EXHIBIT B-2: TRADE-SPECIFIC SCOPE OF WORK**
- EXHIBIT B-3: PROJECT-SPECIFIC SCOPE OF WORK**



## EXHIBIT B-3: 33.00 SITE UTILITIES PROJECT-SPECIFIC SCOPE OF WORK

### GENERAL TERMS

"Work" items listed in this section are for clarification only and are not intended to be a comprehensive list of inclusions. It is the responsibility of each bidder to include and or provide all costs for labor, supervision, material, equipment, detailing, hoisting, scaffolding, tools, rigging, engineering, permits, fees, applicable taxes, insurance fees, warranties, guarantees, and any facilities necessary to complete the work of their Bid Package(s).

The "Work" includes, but is not limited to, other related Contract Documents, which are specific requirements for this scope of work, including drawings, specifications, Exhibits, Pre-Bid RFI Log(s), Project Manual exhibits, and revisions included in the addenda.

Each Subcontractor shall reference Exhibit B.1 RESPONSIBILITY MATRIX for a general listing of specifications, special provisions, and contract responsibilities associated with this and other scopes.

### SITE UTILITIES

- 33.00.001 Reference INC 01 Early Procurement for items furnished FOB to the job site, including (2) Cast Iron Grates and Frames. **confirmed**
- 33.00.002 Tie the 2 jobsite trailers into the existing sewer, reference as-builts, and Logistics Plan as needed. **excluded**
- 33.00.003 Patch inlets, existing storm drain lines, or structures to remain with pre-manufactured cap/plug, or grout. Replace sections of pipe with dual band Fernco couplers where cap/plug or grout cannot be used. Similar to demolition note 1 on 1CD102A. **included**
- 33.00.004 Patch inlets existing sewer lines or structures to remain with pre-manufactured cap/plug, or grout. Replace sections of pipe with dual band Fernco couplers where cap/plug or grout cannot be used. Similar to demolition note 2 on 1CD102A. **included**
- 33.00.005 Shut off and disconnect the existing water line. Demolition is to be done by others. Provide temporary cap as needed until new connection is made. **included**
- 33.00.006 Backfill trenches with slurry as indicated in the contract documents. **None indicated on INC 01 drawings**
- 33.00.007 Cap and mark pipe ends as required per the contract documents and specs for a complete installation and/or termination. **included**
- 33.00.008 Electrical and gas safe off by others. **confirmed**
- 33.00.009 Existing utility structures in areas of new paving shall be removed and reinstalled at new grade unless specifically noted otherwise. **included**
- 33.00.010 Cut, cap, or patch any site utilities demo'd by others. **included**
- 33.00.011 Camera existing sewer line tie-ins over Spring Break. **included**



**EXHIBIT B-3: 33.00 SITE UTILITIES  
PROJECT-SPECIFIC SCOPE OF WORK**

---

- 33.00.012 Over Spring Break of 2023, the Subcontractor is to verify and pothole all utility points of connection for location, depth, and size. If conflict is found, the Subcontractor is to submit a formal RFI within 5 business days and update as-builts as needed. Similar to Utility Verification Note and Existing Utilities and Locating Note on 1CD102A. **included**
- 33.00.013 Protect existing services and structures as needed to complete this scope of work.**included**
- 33.00.014 Provide off haul of spoils for this scope of work. **Alt: 900 CY follow up with price  
Excludes testing. To revise pricing**
- 33.00.015** **Coordinate and bring all site utilities to an agreed-upon location no more than 5' from the backside of the portable. Final water and sewer connections to relocated portables are to be made by others.**  
**(Added per Addendum #2)**  
Water - shut off valve and box included  
Waste - no cleanout included

**THE ENTIRE SUBCONTRACTOR SCOPE OF WORK INCLUDES THE FOLLOWING EXHIBITS:**

- EXHIBIT B: ALL TRADES**
- EXHIBIT B-1: PROJECT RESPONSIBILITY MATRIX**
- EXHIBIT B-2: TRADE-SPECIFIC SCOPE OF WORK**
- EXHIBIT B-3: PROJECT-SPECIFIC SCOPE OF WORK**

# SCUSD Chavez-Kemble ES Inc. 1 - Portable Relocation

7495 29th Street, Sacramento, CA 95822, United States of America

Sent proposal: \$904,000

Submitted Mar 15, 2023 at 10:45 AM PDT

Preston Pipelines Infrastructure LLC

West Sacramento, CA, USA

Chad Hutchinson | Senior Estimator | +1 916-386-1500 | +1 209-649-5982 | chutchinson@prestonpipelines.com



## General Acknowledgments

Bidder acknowledges that Balfour Beatty- Clark/Sullivan, a Joint Venture is dependent on the bids to establish a GMP with the District/Owner and that Balfour Beatty is reasonably relying on the bids. Therefore, bidder promises that it will not withdraw or unilaterally alter its bid for a period of 90 days after the date set for the opening of the bids. Bidder also acknowledges that if it fails to honor any of the promises in its bid then it is foreseeable that Balfour Beatty will be injured, and therefore bidder will be responsible for any resulting damages to Balfour Beatty, including but not limited to covering the difference for Balfour Beatty to proceed with a different subcontractor.	Yes
By choosing "yes", the Bidder promises and represents that it can and will comply that they cannot add any exclusions, markups, etc. to the subcontract agreement included in the bid docs under Document 01304 Sample Long Form Subcontract or any other contract document listed in the bid manual.	Yes
Are you utilizing any DVBE subcontractors?	No
Is bidder DVBE certified?	No
By choosing "yes", the Bidder promises and represents that they have received notification and will comply with Addendums #1 and #2.	Yes
By choosing "yes", the Bidder promises and represents that it can and will comply with the Project Labor Agreement (PLA) upon award.	Yes
By choosing "yes", the Bidder promises and represents that it can and will comply with the Insurance Requirements for this project upon award.	Yes
Is the bidder prequalified with Balfour Beatty Construction, LLC?	Yes
By choosing "yes", the Bidder promises and represents that it can and will comply with the Front End and District Documents upon award.	Yes
By choosing "yes", the Bidder promises and represents that it can and will comply with the Bid Package in its entirety; Exhibit B, B1, B2 and B3 upon award.	Yes
Contractors License number?	1059395
License Classification?	A
DIR Registration number?	1000528223
EMR Rate?	0.99
By choosing "yes", the Bidder promises and represents that it can and will comply with this project utilizing LCP Tracker upon award.	Yes



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## SCUSD Chavez-Kemble ES Inc. 1 - Portable Relocation

7495 29th Street, Sacramento, CA 95822, United States of America

---

By choosing "yes", the Bidder promises and represents that it can and will comply with this project utilizing Textura (cost to subcontractor .22% of contract value, not to exceed \$5,000) upon award. Yes

### Bond Information

Performance and Payment Bond Rate - only if total bid is over \$100,000 (Not to be included with bid price above) 1.50 %

### Certifications

Do you represent a certified minority business? No

### Additional Information

**Notes** Please see the attached bid.  
Thanks,  
CH

### Attachments

-  0316.23 - Kimble - Chavez ... (342 KB)
-  Plan w TO.pdf (8.0 MB)



03/16/2023

**BID PROPOSAL**

PPI Bid : 230178

**To:** Balfour Beatty  
**Attention:** Joe Hucik  
**Project:** Chavez-Kemble Elementary School  
**Contact:** Chad Hutchinson // cell: 209.649.5982 // [chutchinson@prestonpipelines.com](mailto:chutchinson@prestonpipelines.com)

***Preston's Bid is based on the following Plans, Specifications and Schedule***

**Plans:** Civil  
**Engineer:** wce  
**Date:** 02/06/2023  
**Spec. Section:** Job Specs  
**Soils Report:** Noted  
**Addenda:** 1 - 2  
**Schedule:** Not provided. Bid based on clear and unobstructed access.

**Job Specific Notes**

1. **Scope:** Refer to attached 'PPI Takeoff' for specific scope items included in this proposal. Any items not explicitly noted in this proposal or the attached take-off are excluded from this bid.
2. **Spoils:** Approximately **850 CY** of spoils will be taken offsite. Offhaul of contaminated material has not been included.
3. **Cathodic Protection:** This proposal includes the base level of cathodic protection which is mastic coating and wrap per NFPA 24. The cost of additional cathodic protection engineering, installation, testing, etc. is not included in this bid.
4. **Vacuum Truck (aka Hydrovac) Excavation Spoils:** The base price above includes off haul of hydro-excavation spoils (slurry). There is a possible value engineering opportunity if these spoils can be left onsite in a depressed containment area.
5. **Raise to Grade:** The proposal above assumes manhole 'raise to grade' is achieved using grade rings only. Additional costs to be determined should the cone need to be removed and an additional barrel section installed to achieve final grade.
6. **Automatic Sprinkler Riser:** Add price to install the ASR out of sequence: **\$3,500.00 ea.**
7. **As-Builts:** GPS as-builts are included in the base price above. It is the responsibility of the owner or general contractor to sign the civil engineer's 'survey control transfer agreement' (if one exists) and provide civil engineer survey control points and applicable CAD files.

**Corporate Office**  
133 Bothelo Avenue  
Milpitas, CA 95035  
408.262.1418  
408.262.1870 Fax

**[www.PrestonPipelines.com](http://www.PrestonPipelines.com)**  
**CA License No. 1059395**  
**DIR#1000528223**

**Sacramento Office**  
3780 Commerce Drive  
West Sacramento, CA 95691  
916.386.1500  
Fax 916.386.7531

**Preston Pipelines Infrastructure LLC**  
**Chavez-Kemble Elementary School - 03/16/2023**

#	DESCRIPTION	QUAN	UNIT	UNIT \$	EXT PRICE
<b>Site Work</b>					
1	Pothole ex. Connections	1.000	LS	\$25,000.00	\$25,000.00
2	TV ex. Sewer	1,000.000	LF	\$ 15.00	\$15,000.00
3	Cut & Cap Water	4.000	EA	\$1,300.00	\$5,200.00
4	Offhaul Spoils	850.000	CY	\$ 60.00	\$51,000.00
<b>Site Work Subtotal</b>					<b>\$96,200.00</b>
<b>Sewer</b>					
1	6" Sewer - PVC	775.000	LF	\$ 90.00	\$69,750.00
2	4" // 2" Sewer - PVC	425.000	LF	\$ 85.00	\$36,125.00
3	Sewer Manhole	1.000	EA	\$12,000.00	\$12,000.00
4	Sewer Cleanout	14.000	EA	\$1,500.00	\$21,000.00
5	Sewer Connection	2.000	EA	\$2,500.00	\$5,000.00
<b>Sewer Subtotal</b>					<b>\$143,875.00</b>
<b>Storm Drain</b>					
1	12" Storm - PVC	280.000	LF	\$ 135.00	\$37,800.00
2	10" Storm - PVC	15.000	LF	\$ 130.00	\$1,950.00
3	6" Storm - PVC	95.000	LF	\$ 90.00	\$8,550.00
4	4" Storm - DIP	25.000	LF	\$ 110.00	\$2,750.00
5	48" Storm Manhole	5.000	EA	\$9,500.00	\$47,500.00
6	Drain Inlet	6.000	EA	\$4,500.00	\$27,000.00
7	Splash Blocks	21.000	EA	\$ 150.00	\$3,150.00
8	Outlet w/ Cobble	2.000	EA	\$3,000.00	\$6,000.00
9	Storm Connection	3.000	EA	\$2,500.00	\$7,500.00
<b>Storm Drain</b>					<b>\$142,200.00</b>
<b>Water</b>					
1	8" Fire Water - PVC	1,125.000	LF	\$ 110.00	\$123,750.00
2	6" Fire Water - PVC	730.000	LF	\$ 100.00	\$73,000.00
3	4" Water - PVC	1,150.000	LF	\$ 75.00	\$86,250.00
4	2.5" - 1" Water - Copper	755.000	LF	\$ 95.00	\$71,725.00
5	8" Valve	1.000	EA	\$4,000.00	\$4,000.00
6	6" Valve	1.000	EA	\$3,000.00	\$3,000.00
7	2.5" - 1" Valve	4.000	EA	\$2,000.00	\$8,000.00
8	Fire Hydrant	4.000	EA	\$11,000.00	\$44,000.00
9	Valve @ Portable	21.000	EA	\$2,000.00	\$42,000.00
10	Blow-Off	12.000	EA	\$3,000.00	\$36,000.00
11	Water Connections	4.000	EA	\$7,500.00	\$30,000.00
<b>Water Subtotal</b>					<b>\$521,725.00</b>
<b>TOTAL BID</b>					<b>\$904,000.00</b>

**Corporate Office**  
133 Bothelo Avenue  
Milpitas, CA 95035  
408.262.1418  
408.262.1870 Fax

**[www.PrestonPipelines.com](http://www.PrestonPipelines.com)**  
**CA License No. 1059395**  
**DIR#1000528223**

**Sacramento Office**  
3780 Commerce Drive  
West Sacramento, CA 95691  
916.386.1500  
Fax 916.386.7531

**General Provisions**

1. Bid is based on the un-approved plans and specifications noted above. We reserve the right to amend our proposal based on any changes to the final approved plans and specifications. Bid price is subject to change if above stated scope is phased or divided. Our price is lump sum. (breakdown provided for accounting purposes only).
2. Bid includes issuance of the I.S.O. CG D2 46 04 19 Blanket Additional Insured Endorsement naming Owner and General Contractor as "Additional Insureds" under PPI's liability policy.
3. Bid based on each party being responsible for its own acts and for its share of liability. The contract's indemnification provision must include a "comparative fault" clause by which PPI is obligated to indemnify Owner/General Contractor only to the extent of PPI's own fault: "...but only to the extent caused in whole or part by the negligent acts or omissions of the Subcontractor..." (As provided in AGC/ASA/ASC Standard Form Construction Subcontract at paragraph 12.1 and AIA Document A401 at paragraph 4.6.1.)
4. **OCIP / CCIP Coverage:** OCIP coverage must meet or exceed Preston's corporate minimums.
5. If awarded Subcontract with the GC, contract language similar to previous Subcontracts.
6. Project is bid assuming the ASA Subcontract Addendum (2017) is used for our Contract.
7. Participation in local hire and underutilized / minority business goals (DVBE, MBE, SBE, LBE etc.) are not included in the base bid above unless specific percentages are given by Preston in writing with all proper certification and forms included at bid time.
8. Preston Pipelines is to be paid for material on hand as it arrives at the jobsite.
9. Potholing associated with the scope is assumed to take place directly ahead of said work.
10. Preston will not excavate/shore for catch basins/field inlets/etc. that are performed (cast-in-place) by others.
11. Wet Conditions Note: Excavated trench soil may not be suitable for trench backfill due to over optimum moisture content. Weather or schedule may not allow time to dry soil. The cost for suitable import backfill material is not included in this bid.
12. Bid price based on completion of above stated scope with unimpeded access to the site and prior to start of building footings.
13. Pipe beveling / cutting required on this project will be accomplished using a circular gas powered cut-off saw. Any other means requested to be handled on a T&M basis.
14. All prices are based on field measurement centerline to centerline of structures.
15. If it becomes necessary to procure payment through legal action, all attorney fees, court costs and interest (2% per month) shall be added to the total due.
16. Preston Pipelines, Inc. reserves the right to withdraw proposal if written acceptance is not received within 30 days of bid date. We reserve the right to address any cost revisions associated with price increases or shortages beyond our control (force majeure, energy crisis, war, major impacts to industry, economy, etc.). Additionally, a change in the price of an item greater than 5% between 30 days after the date of the proposal and date of the installation shall warrant an equitable adjustment of our contract price.
17. Pricing for extra work shall be agreed upon prior to commencement of same and shall be one of the following:
  - Unit price incorporated herein.
  - Price request (unit price or lump sum).
  - Time and Material (total cost + 15% mark-up).

**Job Specific Excludes****General**

1. All cost's associated with bonds, fees (inspection etc.), permits (incl. encroachment, fire etc.), engineering and 3<sup>rd</sup> party testing (material including analytical soils, compaction, cathodic etc.). Fees and permits shall be paid by others prior to PPI beginning any work to ensure continuity and productivity.
2. Survey staking.
3. Special insurance including Builders Risk Insurance, rail road track insurance, OCIP/CCIP cost impact (OCIP/CCIP credits will be reimbursed in the amount PPI currently pays for the given level of insurance required unless otherwise agreed upon) and OCIP deductibles over \$50,000.
4. Additional move-ins. Proposal includes 1ea primary mobilization(s) and 1ea 'clean-up / raise to grade'.
5. Adjustment of existing structures (manholes, valveboxes, vaults, etc.).
6. Dust control at the site and street sweeping when our crews are not physically onsite (including after normal work hours, weekends and holidays).
7. Responsibility for damage to all unknown / unmarked existing onsite utilities.
8. Cost of a private underground utility locator which could be required for this scope of work.
9. SWPPP, NPDES, NOI, Erosion Control plans, permits or implementation of plans including QSD and QSP responsibilities.
10. All costs associated with contaminated material (soil, ground water, asbestos insulation, etc.)
11. Landscape removal and replacement.
12. Concrete encasement / capping of underground utilities unless noted on the plans.
13. Removal or abandonment of existing underground utility systems including safe-off prior to site demo.
14. All costs associated with segregation and replacement chemically treated soils (lime, cement etc.).
15. All costs associated with premium time/overtime
16. Cost of damage to work completed by PPI caused by other trades, acts of God, including earthquakes and floods.
17. Signage, striping, bollards.
18. Costs associated with pumping water (nuisance and groundwater).
19. PPI to test out work prior to departure from the project in the presence of the owner's representative. Any defects shall be repaired at that time. In the unfortunate event that damage should occur subsequently, PPI is to be reimbursed on a time and material cost basis for repair of the damage.
20. Purchase of construction water including transportation to the jobsite if required (potable and/or recycled).
21. Recertification of building pads – working off the pads will be required to install service laterals.
22. Re-cutting of curb chokers and or re-establishment of subgrade.
23. **Fall protection (including tying off):** The base bid above includes the cost to fully comply with all OSHA/CAL-OSHA rules and regulations. The added cost associated with tying off can be provided upon request.
24. Additional disposal fees if stabilization fabric (Petromat) is found in the existing asphalt. Cost impact is \$300.00 per load.
25. Cost impacts from unknown cost increases such as sudden taxes and tariffs.
26. Engineer stamped traffic control plans and changeable message signs.
27. Special software costs (Textura, Plan-Grid etc.).

**Corporate Office**

133 Bothelo Avenue  
 Milpitas, CA 95035  
 408.262.1418  
 408.262.1870 Fax

[www.PrestonPipelines.com](http://www.PrestonPipelines.com)

CA License No. 1059395  
 DIR#1000528223

**Sacramento Office**

3780 Commerce Drive  
 West Sacramento, CA 95691  
 916.386.1500  
 Fax 916.386.7531

**Wet Utility Specific**

1. Sub-drain work (perforated pipe) including foundation, tree well and retaining wall drainage. Bio-swale drainage is included per the note above.
2. Final connections to the building. Our proposal is based on stubbing all services to within 5' of the building (with the exception of the fire riser).
3. Setting of curb inlet hardware (curb inlets will be poured to within 12" of flow line of gutter / iron supplied).
4. All irrigation work including backflow preventers and sleeves.
5. Rain water leader connections.
6. AC Overlay over trench patch.
7. Work shown on the grading / paving plans.
8. Video inspection, pressure testing or mandreling of storm and sewer lines unless specified or typically required by the local agency.
9. All telecom, electrical and gas piping work including any removal, relocation bracing and pole holding.
10. Costs associated with asbestos laden pipeline material (demo price based on non asbestos material)
11. Fire line supervisory system (wiring & conduit).
12. Cost of cathodic protection engineering, installation, testing, etc.
13. Cost and installation of the offsite water system (connection to the main, valves, lateral piping and meter) – by water agency.
14. Bore and Jack (method for street crossing is based on open-cut).
15. Labeling of storm drain inlets with messages such as "No Dumping Flows to Bay".
16. Storm water filtration units – none are shown on the drawings.
17. Cost and installation of Sand / Oil Interceptor (@ each garage).
18. Coating or Painting of Manholes, as none is specified or typically required by the local agency.
19. Lowering of valve box risers. Valve risers to be left high for access to valve operator nuts per local fire agency requirements.
20. Air testing of the storm drain system – add price is available if required by governing agency.
21. Project fire water calculations.

**Chad Hutchinson**

[chutchinson@prestonpipelines.com](mailto:chutchinson@prestonpipelines.com)

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22. PROVIDE AND INSTALL 8" 3" DIA. DRAIN, PVC SDR-35, 3.0% SLOPE, VARIES PER INVERTS SHOWN, BUT 0.010 MIN. (1.00%)
23. PROVIDE AND INSTALL 4" STORM DRAIN, PVC SDR-35, SLOPE VARIES PER INVERTS SHOWN, BUT 0.015 MIN. (1.50%)
24. CONNECT TO EXISTING STORM DRAIN PIPE OR INLET STRUCTURE AS SHOWN. FOUNDRY TO VERIFY LOCATION AND DEPTH PRIOR TO CONSTRUCTION. IF CONFLICT FOUND, CONTACT ARCHITECT FOR DIRECTION. PROVIDE ALL FITTINGS AND ADAPTORS TO MAKE CONNECTION.
25. PROVIDE AND INSTALL 4" STORM DRAIN, CULVERT UNDER ACCESS DRIVE, DUCTILE IRON CAST IRON OR APPROVED EQUAL. SLOPE VARIES PER INVERTS SHOWN, BUT 0.010 MIN. (1.00%)
26. CONSTRUCT ROCK INLET-OUTFALL WITH GROUTED COBBLE PER THE DETAIL PROVIDED.
27. REMOVE DRAIN FRAME AND COVER AND PROVIDE SLOTTED DRAIN COVER IN CONCRETE COLLAR PER THE DETAIL PROVIDED.
28. CONSTRUCT 24" STORM DRAIN MANHOLE PER THE DETAIL PROVIDED.
29. PROVIDE AND INSTALL 12" STORM DRAIN, PVC SDR-35 OR HDPE, SLOPE VARIES PER INVERTS SHOWN, BUT 0.0025 MIN. (0.25%)
30. CAP AND MARK END FOR FUTURE CONNECTION. SEE INCREMENT 2.

**4 SANITARY SEWER NOTES**

- NOTE: NOT ALL NOTES APPLICABLE TO THIS SHEET.
60. CONNECT TO BUILDING SEWER SERVICE POINT. COORDINATE LOCATION, DEPTH AND LAYOUT WITH THE PLUMBING PLANS AND PLUMBING INSTALLER. PROVIDE CLEANOUT WITH BOX. SEE PLUMBING PLANS. CONFORM TO CPC CURRENT EDITION.
  61. CONSTRUCT SEWER CLEANOUT PER THE DETAIL PROVIDED.
  62. PLACE 4" SANDY UNL. PVC SDR-35, SLOPE VARIES, 1.50% MIN. UNLESS SPECIFICALLY NOTED OTHERWISE.
  63. CONNECT TO EXISTING SEWER PIPELINE OR STRUCTURE AS SHOWN. ROTULATE TO VERIFY LOCATION, DEPTH, SIZE AND CONDITION OF EXISTING SEWER PRIOR TO TRENCHING. PROVIDE ALL FITTINGS, COUPLERS AND ADAPTORS AS NEEDED TO MAKE CONNECTION. IF CONFLICTS FOUND, CONTACT ARCHITECT FOR DIRECTION.
  64. PLACE 4" SEWER LINE, 10% SLOPE VARIES, 8" DIA. 35, 2.00% MIN. UNLESS SPECIFICALLY NOTED OTHERWISE.
  65. PLACE 4" SEWER LINE, PVC 8" DIA. 35, SLOPE VARIES, 1.00% MIN. UNLESS SPECIFICALLY NOTED OTHERWISE.
  66. EXISTING SEWER SERVICE TO BE REPLACED AS PART OF FRONTAGE IMPROVEMENTS IN INCREMENT 2. TEMPORARILY HUB-UP & CONNECT TO EXISTING SEWER SERVICE AT PROPERTY LINE THIS INCREMENT.
  67. CONSTRUCT 48" SEWER MANHOLE PER THE DETAIL PROVIDED.



UNDER NO CIRCUMSTANCES SHALL FIRE PROTECTION SYSTEMS BE INTERRUPTED FOR MORE THAN 24 HOURS UNLESS OTHERWISE NEGOTIATED WITH DISTRICT. INTERRUPTIONS OF LONGER DURATION SHALL BE PROVIDED WITH TEMPORARY SERVICE CONNECTIONS WHICH ARE THE RESPONSIBILITY OF THE CONTRACTOR.

UNDER NO CIRCUMSTANCES SHALL FIRE PROTECTION SYSTEMS BE INTERRUPTED FOR MORE THAN 24 HOURS UNLESS OTHERWISE NEGOTIATED WITH DISTRICT. INTERRUPTIONS OF LONGER DURATION SHALL BE PROVIDED WITH TEMPORARY SERVICE CONNECTIONS WHICH ARE THE RESPONSIBILITY OF THE CONTRACTOR.

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**DOMESTIC WATER CONSTRUCTION NOTES**

- 40. PLACE 1" PVC, COPPER TYPE K (HARD), OR PVC SCH 80, OR APPROVED EQUAL, REFER TO TRENCHING DETAIL PROVIDED. 7  
VC507
- 41. PLACE 2" PVC, COPPER TYPE K (HARD), OR PVC SCH 80, OR APPROVED EQUAL, REFER TO TRENCHING DETAIL PROVIDED. 7  
VC507
- 42. PLACE 2.5" PVC, COPPER TYPE K (HARD), OR PVC SCH 80, OR APPROVED EQUAL, REFER TO TRENCHING DETAIL PROVIDED. 7  
VC507
- 43. INSTALL WATER VALVE AND TRAFFIC RATED VALVE BOX PER THE DETAIL PROVIDED. 6  
VC507
- 44. CONNECT TO EXISTING WATER MAIN. FORTHOLE TO VERIFY LOCATION, SIZE AND DEPTH. CONTACT ARCHITECT FOR DIRECTION. 7  
VC507
- 45. CONNECT TO BUILDING DOMESTIC WATER SERVICE POINT. PROVIDE ALL NECESSARY FITTINGS, COUPLERS AND RESTRAINT COUPLERS. CONTACT ARCHITECT FOR DIRECTION. 7  
VC507
- 46. STUB AND CAP WATER SERVICE FOR FUTURE CONNECTION. 7  
VC507
- 47. PLACE 4" PVC, C900, DR 18, OR APPROVED EQUAL. REFER TO TRENCHING DETAIL PROVIDED. 7  
VC507
- 48. PLACE 3.0" PVC, COPPER TYPE K (HARD), OR PVC SCH 80, OR APPROVED EQUAL, REFER TO TRENCHING DETAIL PROVIDED. 7  
VC507

**PRIVATE FIRE SYSTEM NOTES**

- 71. TRENCH AND INSTALL 8" PVC C900 DR 18 OR DIP CL350 WATER MAIN WITH THRUST BLOCKING AT ALL BEHNS, FITTINGS AND JUNCTIONS PER THE DETAILS PROVIDED. 7 9  
VC507 VC509
- 72. TRENCH AND INSTALL 6" PVC C900 DR 18, OR DIP CL350, WATER MAIN WITH THRUST BLOCKING AT ALL BEHNS, FITTINGS AND JUNCTIONS PER THE DETAILS PROVIDED. 7 9  
VC507 VC509
- 73. CONSTRUCT MAIN WATER VALVE WITH TRAFFIC RATED VALVE BOX AND THRUST BLOCKING PER THE DETAIL PROVIDED. VALVE SIZE SHALL MATCH LINE SIZE. 8  
VC509
- 74. CONSTRUCT FIRE HYDRANT PER THE DETAIL PROVIDED. 12  
VC509
- 75. CAP AND MARK END WITH RESTRAINT COUPLER FOR FUTURE CONNECTION. PROVIDE RESTRAINT COUPLER AT DOWNSTREAM TEE AS WELL. 11  
VC507
- 76. CONSTRUCT PROTECTIVE PIPE BOLLARDS PER THE DETAIL PROVIDED. 11  
VC507
- 77. CONNECT TO EXISTING WATER MAIN. ROTHSUE TO VERIFY LOCATION, DEPTH, SIZE AND CONDITION OF EXISTING MAIN PRIOR TO TRENCHING. IF CONFLICT FOUND, CONTACT ARCHITECT. PROVIDE ALL FITTINGS AND COUPLERS AS NEEDED TO MAKE CONNECTION. 7 9  
VC507 VC509
- 78. BACKFILL TRENCH WITH 2 SACK LEAN MIX SLURRY WITHIN LIMITS SHOWN. 7 9  
VC507 VC509
- 79. CAP PIPE END WITH BUND FLANGE AND THRUST BLOCK. 7 9  
VC507 VC509
- 80. TRENCH AND INSTALL 6" FIRE SPRINKLER LINE, PVC C900 DR 18, OR DIP CL350, WATER MAIN WITH THRUST BLOCKING AT ALL BEHNS, FITTINGS AND JUNCTIONS PER THE DETAILS PROVIDED. THESE LINES TO REMAIN UNPRESSURIZED UNTIL IFC-2. 7 9  
VC507 VC509
- 81. STUB AND CAP FIRE SPRINKLER LINES FOR FIRE PUMP INSTALLATION IN INCREMENT 2.





## SCUSD Chavez-Kemble ES Inc. 1 - Portable Relocation

7495 29th Street, Sacramento, CA 95822, United States of America

Sent proposal: \$1,108,384

Submitted Mar 16, 2023 at 1:51 PM PDT

**ACCO Engineered Systems, Inc.**

2501 Annalisa Dr, Concord, CA 94520, USA

Michael Wiedeman | Project Engineer | +1 510-309-0877 | mwiedeman@accoes.com



### General Acknowledgments

<p>Bidder acknowledges that Balfour Beatty- Clark/Sullivan, a Joint Venture is dependent on the bids to establish a GMP with the District/Owner and that Balfour Beatty is reasonably relying on the bids. Therefore, bidder promises that it will not withdraw or unilaterally alter its bid for a period of 90 days after the date set for the opening of the bids. Bidder also acknowledges that if it fails to honor any of the promises in its bid then it is foreseeable that Balfour Beatty will be injured, and therefore bidder will be responsible for any resulting damages to Balfour Beatty, including but not limited to covering the difference for Balfour Beatty to proceed with a different subcontractor.</p>	<p>Yes</p>
<p>By choosing "yes", the Bidder promises and represents that it can and will comply that they cannot add any exclusions, markups, etc. to the subcontract agreement included in the bid docs under Document 01304 Sample Long Form Subcontract or any other contract document listed in the bid manual.</p>	<p>Yes</p>
<p>Are you utilizing any DVBE subcontractors?</p>	<p>No</p>
<p>Is bidder DVBE certified?</p>	<p>No</p>
<p>By choosing "yes", the Bidder promises and represents that they have received notification and will comply with Addendums #1 and #2.</p>	<p>Yes</p>
<p>By choosing "yes", the Bidder promises and represents that it can and will comply with the Project Labor Agreement (PLA) upon award.</p>	<p>Yes</p>
<p>By choosing "yes", the Bidder promises and represents that it can and will comply with the Insurance Requirements for this project upon award.</p>	<p>Yes</p>
<p>Is the bidder prequalified with Balfour Beatty Construction, LLC?</p>	<p>Yes</p>
<p>By choosing "yes", the Bidder promises and represents that it can and will comply with the Front End and District Documents upon award.</p>	<p>Yes</p>
<p>By choosing "yes", the Bidder promises and represents that it can and will comply with the Bid Package in its entirety; Exhibit B, B1, B2 and B3 upon award.</p>	<p>Yes</p>
<p>Contractors License number?</p>	<p>120696</p>
<p>License Classification?</p>	<p>A; B; C4/10/16/20/36/38/42</p>
<p>DIR Registration number?</p>	<p>1000000546</p>
<p>EMR Rate?</p>	<p>0.73</p>
<p>By choosing "yes", the Bidder promises and represents that it can and will comply with this project utilizing LCP Tracker upon award.</p>	<p>Yes</p>

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## SCUSD Chavez-Kemble ES Inc. 1 - Portable Relocation

7495 29th Street, Sacramento, CA 95822, United States of America

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By choosing "yes", the Bidder promises and represents that it can and will comply with this project utilizing Textura (cost to subcontractor .22% of contract value, not to exceed \$5,000) upon award.

Yes

### Bond Information

Performance and Payment Bond Rate - only if total bid is over \$100,000 (Not to be included with bid price above)

0.77 %

### Certifications

Do you represent a certified minority business?

No

### Attachments

 Chavez-Kemble - AESI - Site... (424 KB)



510 / 346-4300 Voice  
510 / 347-1317 Fax  
1133 Aladdin Avenue  
San Leandro, California  
94577-4311

March 16<sup>th</sup>, 2023

Joe Hucik  
**Balfour Beatty**  
400 Capitol Mall, Suite 900  
Sacramento, CA 95814

**Re: SCUSD Chavez-Kemble ES Inc. 1 – Portable Relocation  
Sacramento, CA 95822**

**Subject: BP 33.00 - AESI (ACCO) - Site Utilities Proposal r0**

Dear Joe:

Thank you for the opportunity to provide pricing for the above project located in Sacramento, CA. This bid is based upon a Plan-Spec approach and the following documentation provided:

### **BID DOCUMENTS**

1. Initial Bid Set Documents, including: 1) *Attachments & Reports* – issued 02/22/2023
2. Addendum #001, including: 1) *As-builts*; 2) *Photos* – issued 03/02/2023
3. Addendum #002, including: 1) *Bid Packages, revised*; 2) *Front End Docs*; 3) *Plans, Revised*; 4) *RFI\_S Responses*; 5) *Specifications, Revised* – issued 03/14/2023

### **ENGINEERING & MANAGEMENT:**

1. AES Industrial (AESI) assumes that the drawings and specifications, as listed above, follow all building codes including the UBC.
2. AESI assumes that civil drawings will be completed by Warren Consulting Engineers and that Warren Consulting Engineers will retain the Civil Engineer of Record. AESI assumes that the Engineer of Record has determined constructability and coordination with other trades.
3. AESI includes minor coordination with other trades.
4. AESI has included shop drawing development.
5. AESI will provide as-built drawings at the completion of the project via redline drawings only.
6. All staking, trench layout, etc... to be provided by Balfour Beatty or its 3<sup>rd</sup>-party surveyor.

## **SCUSD Chavez-Kemble ES Inc. 1 – Portable Relocation**

*BP 33.00 - AESI (ACCO) - Site Utilities Proposal r0*

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### **EQUIPMENT & MATERIALS:**

1. AESI to furnish, rig, and install qty (6) 24" x 24" drop inlets.
2. AESI to furnish, rig, and install qty (3) SD manholes.
3. AESI to furnish, rig, and install qty (1) 4" SD culvert per 1CS502 detail (4).
4. AESI to furnish, rig, and install qty (1) SS manhole.
5. AESI to furnish, rig, and install qty (22) 2" SS cleanouts (at portable SS POCs).
6. AESI to furnish, rig, and install qty (5) 4" SS cleanouts.
7. AESI to furnish, rig, and install qty (12) 6" SS cleanouts.
8. AESI to furnish, rig, and install qty (22) 1" gate valves on DW service lines (at portable DW POCs).
9. AESI to furnish, rig, and install qty (3) 2" gate valves on DW service lines.
10. AESI to furnish, rig, and install qty (2) 2-1/2" gate valves on DW service lines.
11. AESI to furnish, rig, and install qty (1) 6" gate valve on FS service lines.
12. AESI to furnish, rig, and install qty (1) 8" gate valve on FS service lines.
13. AESI to furnish, rig, and install qty (4) hydrant assemblies per 1CS502 detail (12).
14. AESI to furnish, rig, and install valve box assemblies for all direct bury water valves.
15. AESI to furnish, rig, and install valve boxes for access to all cleanouts.

### **GENERAL SCOPE OF WORK:**

#### **Utility Services Included**

1. AESI has included installation of all new SS, SD, DW, FS, and SP piping, structures, and appurtenances as shown on 1CU101A and 1CU102A and more than 5.0' outside of the relocated portable and new building limits (install). All laterals to portables and the new building, as well as line terminations, will be left below grade for connection by the Plumbing Contractor in this Increment 1 or future Increments.
2. AESI has not included any E, HV, COMM, G, or IRR piping.
3. AESI has not included any existing utility demolition. All existing utility demo to be covered by Demo Contractor under BP 02.40.
4. AESI has not included any utility work in the public right of way. All connections to existing systems to be made within the school property line and construction limits as shown on the above-referenced utility plans.

## **SCUSD Chavez-Kemble ES Inc. 1 – Portable Relocation**

*BP 33.00 - AESI (ACCO) - Site Utilities Proposal r0*

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### **Utility Locating**

1. AESI has not included any utility locating/scanning in this proposal.

### **Saw-Cutting & Demo**

1. AESI has not included any saw-cutting, demo, nor offhaul and disposal of any asphalt, concrete, hardscape, or any other surface features. All demo for AESI's work to be covered by Demo Contractor under BP 02.40.

### **Excavation & Backfill**

1. AESI to excavate up to 432 LF of 2'-8" average width by 4'-9" average depth trenches for installation of new SD lines.
2. AESI to excavate up to 1226 LF of 2'-3" average width by 4'-8" average depth trenches for installation of new SS lines.
3. AESI to excavate up to 2033 LF of 3'-2" average width by 3'-10" average depth trenches for installation of new DW, FS, and SP lines. Some trenches to be joint water line trenches. Depth (BOP) of DW, FS, and SP lines is assumed not to exceed 4'-0" (maximum).
4. All excavations exceeding 5.0' in depth to be sloped per OSHA Type B Soil regulations (4'-0" vertical wall at bottom with 1:1 slope starting at 4'-0" from bottom of trench).
5. AESI to provide 2-3" of sand bed for SS, DW, FS, and SP lines less than 4" in size. 4" sand bed for lines 4" or greater in size.
6. AESI to provide 4" of ¾" crushed rock bed for SD lines.
7. AESI to provide sand initial backfill for SS, DW, FS, and SP lines to 6" above the pipe crown.
8. AESI to provide ¾" crushed rock initial backfill for SD lines to 6" above the pipe crown.
9. Remainder of backfill for all lines to be native soil.
10. AESI to provide tracer wire taped to the top of all lines and detectable locating tape at the initial backfill/final backfill interface of all trenches.
11. Pipe to be backfilled as laid.
12. Area for stockpiling of a minimum of 100 tons of import material at any given time is required.
13. Offhaul of excavated spoils included (up to 600 cubic yards). Excavated spoils to be stockpiled onsite until a minimum of 100 tons is available for offhaul at any given time.

## SCUSD Chavez-Kemble ES Inc. 1 – Portable Relocation

BP 33.00 - AESI (ACCO) - Site Utilities Proposal r0

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14. Offhaul assumes clean soil suitable for residential reuse. No contaminated dirt will be removed from the site. Soils reports to be provided by Balfour Beatty or others for landfill review prior to offhaul of any material.
15. AESI to provide thrust blocks as necessary.
16. Traffic control is excluded.
17. AESI has not included any offsite work.
18. Compaction testing and soils testing/reports to be provided by Balfour Beatty, Owner, or others.
19. AESI has not included any dewatering in accordance with the Geotechnical Report's anticipation that the typical water table elevation is more than 20 - 23 feet below existing site grades. Any dewatering of groundwater or pumping of nuisance water will be subject to additional dewatering costs.

### Site Utility Piping

1. AESI includes all necessary SS, SD, DW, FS, and SP piping, connections to existing, and appurtenances as specified in the above-referenced plans. Piping materials, construction methods, and installation details will be per normal AESI field installation standards in conjunction with applicable B31.9 and AWWA. Piping materials and quantities covered by this proposal include:
  - a. SS ( $\leq 3"$ ) – Schedule 40 PVC Pipe & Fittings – up to 211'
  - b. SS ( $> 3"$ ) – Push Joint SDR35 PVC Pipe & Fittings – up to 327' of 4" and 826' of 6"
  - c. SD– Push Joint SDR35 PVC Pipe & Fittings – up to 27' of 4", 95' of 6", 13' of 10", and 286' of 12"
  - d. DW ( $\leq 3"$ ) – Solvent Weld Sch. 40 PVC – up to 512' of 1", 278' of 2", and 10' of 3"
  - e. DW ( $> 3"$ ) – B&S C900 Pipe & Restrained MJ DI Fittings – up to 1159' of 4"
  - f. FS – B&S C900 Pipe & Restrained MJ DI Fittings – up to 211' of 6" and 1126' of 8"
  - g. SP – B&S C900 Pipe & Restrained MJ DI Fittings – up to 635' of 6"
2. Ductile iron fittings to be cement-lined and asphaltic-coated. Poly-wrap included for ductile iron fittings on new water and fire water lines. Cathodic protection excluded.
3. AESI to install all items as noted in this section and the "Equipment and Materials" section above.
4. It is assumed that the site water and fire water laterals serving the project area will be shut down for AESI's demo of and tie-in to the existing systems. AESI has not included

## **SCUSD Chavez-Kemble ES Inc. 1 – Portable Relocation**

*BP 33.00 - AESI (ACCO) - Site Utilities Proposal r0*

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- hot taps nor bypasses for tie-in. AESI will coordinate with Balfour Beatty for system shutdown.
5. All building laterals to be left w/in 5' of the new building and portables for tie-in by the Plumbing Contractor.
  6. AESI to set all drains, cleanouts, and precast structures at elevation. Concrete pads, slabs, collars, etc... by Balfour Beatty or others.
  7. AESI has included a 5-psi, ~10-minute air test for new SS lines.
  8. AESI has included a 200-psi, 2-hour hydrostatic pressure test for new DW, FS, & SP lines.
  9. AESI has not included scoping/television inspection of lines.
  10. AESI has included minor coordination only for 3<sup>rd</sup> party inspection of the site FW lateral.
  11. AESI has included flushing and chlorination/disinfection of the new, AESI-installed water laterals at 2.5 fps and 50 ppm chlorine.
  12. Tracer wire to be tested periodically after backfilling due to daily backfill requirement. Daily tracer wire testing would be cost-prohibitive.
  13. E, COMM, HV, G, and IRR lines, appurtenances, structures, conduit, duct bank, etc... are excluded (all lines except for SS, SD, DW, FS, & SP).
  14. Offsite work is excluded.
  15. Traffic control is excluded.

## **SCUSD Chavez-Kemble ES Inc. 1 – Portable Relocation**

*BP 33.00 - AESI (ACCO) - Site Utilities Proposal r0*

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### **EXCLUSIONS / WORK BY OTHERS:**

1. Storm Water Pollution Prevention Plan and Construction Management Plan items, implements, and measures excluded (assumed to be provided by the Balfour Beatty and/or the Site Demo/Restoration Contractor).
2. Erosion Control Plan excluded.
3. Environmental hygienist, testing, monitoring, sampling, and equipment decontamination station excluded.
4. Dewatering and pumping of nuisance water is excluded.
5. Daily offhaul of AESI-demolished pipe, structures, excavated spoils, etc... excluded. AESI requires a minimum of 100 tons of common material stockpiled to offhaul.
6. Existing utility alteration, removal, and/or replacement, unless explicitly listed on the plans and herein in the demo section, excluded.
7. Jobsite pedestrian temporary fencing and safety partitions excluded and are assumed to be provided by the Balfour Beatty.
8. Moving or relocation of any equipment, materials, or other obstructions not provided by AESI excluded.
9. Demo repair/replacement/restoration of existing hardscape and flatwork, curb, gutter, sidewalk, structural and finish materials, infrastructure and equipment disturbed by AESI's work excluded.
10. Leak detection and all controls work excluded.
11. Street sweeping excluded.
12. All field coatings, linings, and painting excluded.
13. Insulation excluded.
14. Utility locating excluded.
15. Staking and layout of trenches and structures excluded.
16. Trench wrapping excluded.
17. AESI has included labor for pipe pressure testing up to tie-in points. Pressure testing of any existing systems or systems not installed by AESI excluded.
18. Soils reports excluded; to be provided by Balfour Beatty.
19. Compaction testing excluded; to be provided by Balfour Beatty.
20. Off-haul of hazardous material excluded. Export material is assumed clean and suitable for residential reuse. Non-conforming material will require landfill profiling (up to 3 weeks). AESI reserves the right to modify pricing based on soil profile and landfill receipt of material.
21. As-builts (other than redlines) and BIM excluded.



## **SCUSD Chavez-Kemble ES Inc. 1 – Portable Relocation**

*BP 33.00 - AESI (ACCO) - Site Utilities Proposal r0*

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22. Passivation and chemical inhibition excluded.
23. Coring/penetrations, chipping, etc..., if required, excluded.
24. Concrete/slurry/lean/CLSM backfill excluded.
25. All vapor and/or moisture barrier work excluded.
26. AESI has excluded costs for jobsite offices, utilities, restrooms, break areas, or dumpsters. It is assumed that temporary power and site water will be provided by owner and/or Balfour Beatty.
27. The cost of third-party inspections excluded.
28. Permits, bonding, liquidated damages and other fees excluded.
29. Extended warranty on equipment or installation excluded.
30. Any work not explicitly listed in this proposal excluded.
31. Full time AESI Safety representative excluded.
32. Full time AESI QC representative excluded.

### **GENERAL CLARIFICATIONS:**

1. All work unless otherwise specified is based on straight time labor rates in this proposal (6am to 3pm).
2. Any change in the plans or specifications may require modified pricing.
3. Import (non-domestic/BAA/etc...) material is assumed acceptable.
4. All equipment to be diesel-powered.
5. AESI assumes that there are no pre-requisites for its labor force to gain access to the job site, including but not limited to drug testing and other site-specific safety training. Any additional training for site access will be at an added cost.
6. AESI assumes reasonable and timely equipment and personnel access to all work sites. Time added for work site access will result in additional charges.
7. This proposal is based upon a consistent and even flow and without multiple mobilizations.
8. Pricing is based on standard soil. Rocky, hard, or lime treated soils will require price adjustment.
9. During the detailing of the final schedule, AESI requires input to assure that all trades related items are included in an efficient manner. This pricing is based on an installation free and clear of other trades and that all existing furnishings, equipment, flatwork, etc... that are to remain, but need to be temporarily removed to allow the installation of AESI's work, will

## **SCUSD Chavez-Kemble ES Inc. 1 – Portable Relocation**

*BP 33.00 - AESI (ACCO) - Site Utilities Proposal r0*

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be removed to a safe location, protected, cleaned, and repaired, if necessary, by Balfour Beatty or others.

10. AESI assumes a clean space to stage and store work will be provided by Balfour Beatty, and that access will be made available for any scaffold or equipment necessary to complete work above or below grade.
11. AESI assumes labor force parking will be provided and adequate access for deliveries is available. Secure storage and staging areas are assumed to be provided by Balfour Beatty or others on site for AESI's materials and equipment.
12. AESI assumes that all owner/equipment supplied by Balfour Beatty or others will not need to be dismantled and will be shipped turnkey and ready for installation.
13. Costs of tax or tariff increases unknown at time of bid are subject to a price increase.
14. Changes in federal, state, or local COVID protocols subject to a change in pricing.
15. This proposal is based upon a mutually agreeable subcontract and schedule.
16. AESI's standard warranty begins with substantial completion of its work (which is when the work is first used for its intended purpose, aka beneficial usage) or upon beneficial usage by Owner of Work rendered, whichever is earlier.
17. This price quote is good for 90 days. Pricing is based on an amicable construction schedule in accordance with the projected start and completion dates shown on Building Connected (see above). Any work done after the period shown on Building Connected will be subject to labor agreement escalation costs.

**SCUSD Chavez-Kemble ES Inc. 1 – Portable Relocation**  
*BP 33.00 - AESI (ACCO) - Site Utilities Proposal r0*

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**BASE PRICING:**

**Site Utilities – SS, SD, DW, FS, & SP Installation.....\$1,108,384**

**OPTIONAL PRICING:**

**P&P Bond .....\$8,539**

Joe, we appreciate the opportunity to provide you with this proposal. We would be pleased to further discuss our pricing. Please feel free to contact me at (510)-309-0877 with any questions you may have.

Sincerely,

**AES Industrial**  
a division of ACCO Engineered Systems

Michael Wiedeman  
Project Manager  
[mwiedeman@accoes.com](mailto:mwiedeman@accoes.com)  
(510)-309-0877

Austin Dumlao  
Project Manager  
[adumlao@accoes.com](mailto:adumlao@accoes.com)  
(925)-329-8840



# BID REVISION 2

Lic.:1047164 • DIR:1000634065 • MBE:2200049 • SBE:2017930

## SCUSD CHAVEZ-KEMBLE ES INC. 1 – PORTABLE RELOCATION

### Scope of Work

Frontline General Engineering Construction proposes to furnish labor, materials, and equipment to perform Site Work for the above-referenced project. This proposal is based on the scope of work shown on the drawings, specifications, bid form and the following clarifications/exclusions listed below. This proposal is contingent upon contract terms and conditions being acceptable to. Thank you for this opportunity to bid on this scope of work, and we look forward to working with you.

**Acknowledged Addendums: Addendum #1 and #2**

**Scope of Work and Cost Breakdown:**

<b>1. MOBILIZATION &amp; SITE OVERHEAD</b>	<b>\$10,712.00</b>
<b>2. STORM DRAIN</b>	<b>\$91,754.00</b>
<b>3. SEWER</b>	<b>\$120,188.00</b>
<b>4. DOMESTIC WATER AND FIRE WATER</b>	<b>\$498,434.00</b>
<b>UPDATED BASE BID</b>	<b>\$721,088.00</b>

### Important Notes:

- **Bid Updated based on scheduling time requirements for Inc 1.**
- **Contingencies added to ensure project completion based on schedule.**
- **Early Procurement Material – Only Cast Iron Grates – Installation Cost included and material cost excluded.**
- **Trenches will be backfilled according to plans. Sheet 1CS502 - No indication of Slurry backfill for utilities on trench details.**
- **Total dirt off haul for all utilities: 832 Cubic Yards.**
- **Building connections are excluded for all utilities.**
- **Cleanouts and cleanout boxes at building connections are excluded.**

Wednesday, March 29, 2023



# BID REVISION 2

**Lic.:1047164 • DIR:1000634065 • MBE:2200049 • SBE:2017930**

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Frontline General Engineering Construction Inc. appreciates the opportunity to bid on this scope of work and look forward to working with you on this project. Should you have any questions feel free to reach Jesus Pedroza at Office: (510) 954-0739 or Mobile: (510) 520-2464.

Best regards,

**Jesus Pedroza.**





**FRONTLINE**  
GENERAL ENGINEERING  
CONSTRUCTION INC.

# BID REVISION 2

Lic.:1047164 • DIR:1000634065 • MBE:2200049 • SBE:2017930

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## Terms and Conditions

- Release of Retention – Maximum retention shall be no more than 10% of original contract amount plus or minus adjustments for changes in scope of work. All retention shall be released upon completion of our scope of work and no retention shall be held after acceptance of our scope of work. Under no circumstances will retention be held beyond our completion and demobilization. If our scope of work is broken into two or more mobilizations due to circumstances beyond our control, retention held for work in each mobilization shall be released upon completion of the work in that mobilization.
- Delays due to acts or omissions of the owner, designer, other trades, public agencies, inclement weather beyond the norm, unavailability of materials, Civil unrest, Pandemics, acts of God, acts of the Public Enemy and all similar delays are excluded and compensable.
- Extra Work shall be performed under written direction only. Costs shall be calculated per the latest publication of the Caltrans rates. All Daily Extra Work Reports signed by any Owner or General Contractor representative, agent, employee, or assignee shall be accepted as final proof of liability for the work performed under the signed ticket.
- Frontline General Engineering Construction is an established union contractor. We are signatory to operators and laborers, and the ability to bond our projects. Please add 2% to the contract if required bonding.

## General Exclusions:

**All exclusions mentioned below are applicable unless specified otherwise in the Scope of Work or Important Notes mentioned above.**

1. All permits are excluded – we can apply for permits and pass on the cost if you need us to.
2. All design work is excluded.
3. All handling, transport, permitting, testing, and discharge or disposal of hazardous and contaminated materials and or contaminated ground water is excluded. We assume all materials to be handled are clean. We assume all materials off hauled are re-usable as “clean fill”. The soil report does not indicate that contaminated materials are present.
4. All meter fees are excluded.
5. All fees and piping for temporary construction water are excluded.



**FRONTLINE**  
GENERAL ENGINEERING  
CONSTRUCTION INC.

# BID REVISION 2

**Lic.:1047164 • DIR:1000634065 • MBE:2200049 • SBE:2017930**

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6. All erosion and sediment control work are excluded.
7. All fees and piping for construction Temp water are excluded.
8. All excavation, demolition, testing, handling, transport, and disposal of unshown underground obstructions, foundations, utilities, boulders larger than 3 ft in any dimension, and tanks are excluded.
9. All testing is excluded.
10. All handling and disposal of excess spoils generated by MEP, Landscaping and other trades is excluded. We can carry out this work if required per the unit prices quoted in the alternates.
11. All shoring of the mass excavation and structural excavations is excluded. Temporary shoring of utility trenches per OSHA during the performance of our work is included.
12. All installation, protection, and abandonment of monitoring wells is excluded.
13. All dewatering is excluded. Soils report states that no groundwater will be encountered.
14. All electrical work is excluded. All removal, relocation, installation of low and high voltage wiring, transformers, poles, and similar facilities is excluded.
15. All work on existing and new above and below ground street lighting, electroliers, luminaires, traffic and pedestrian control signaling, telemetry, CCTV and similar facilities is excluded.
16. All archaeological work and all handling of archaeological, historic, and human remains and the schedule impact of all such work is excluded.
17. All work outside of normal working hours and all overtime and holiday work is excluded.
18. All dust, noise, vibration, and other monitoring is excluded.
19. All fencing, security, guarding, and CCTV monitoring is excluded.
20. All soil stabilization, hydroseeding, winterizing is excluded. All dust control watering, stockpile covering, application of soil stabilizers, and similar measures necessary when we are not mobilized on site are excluded. We assume one mobilization to perform the work under this proposal.
21. All Cathodic protection is excluded.
22. All work shown on Plumbing, Electrical, Landscaping, plans is excluded. The grease interceptor is included.
23. All concrete structural, architectural, and flat work is excluded.



# BID REVISION 2

Lic.:1047164 • DIR:1000634065 • MBE:2200049 • SBE:2017930

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- 24. All Survey control and Staking is excluded.
- 25. All underground work on exterior perimeter of building -- Waterproofing, drainboard, perimeter drain, backfill, soldier beam cutting, etc. -- is excluded. Flex-Tend couplings or similar if required are excluded.
- 26. All Traffic Control is excluded.
- 27. Provision of Temp water and Portable Toilets is excluded.
- 28. Fire Water/Fire Sprinkler Design and review is excluded.
- 29. All connections to the buildings are excluded.
- 30. All Roof Drainage is excluded.
- 31. All Hydronic Pipe work is excluded.
- 32. Demolition of existing piping UNO are excluded.

If you have any questions regarding this proposal, please contact Jesus Pedroza at (510) 954 - 0739.

***Thank you for your Business.***





# BID REVISION

Lic.:1047164 • DIR:1000634065 • MBE:2200049 • SBE:2017930

## SCUSD CHAVEZ-KEMBLE ES INC. 1 – PORTABLE RELOCATION

### Scope of Work

Frontline General Engineering Construction proposes to furnish labor, materials, and equipment to perform Site Work for the above-referenced project. This proposal is based on the scope of work shown on the drawings, specifications, bid form and the following clarifications/exclusions listed below. This proposal is contingent upon contract terms and conditions being acceptable to. Thank you for this opportunity to bid on this scope of work, and we look forward to working with you.

**Acknowledged Addendums: Addendum #1 and #2**

**Scope of Work and Cost Breakdown:**

<b>1. MOBILIZATION &amp; SITE OVERHEAD</b>	<b>\$9,560.00</b>
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<b>3. SEWER</b>	<b>\$106,833.00</b>
<b>4. DOMESTIC WATER AND FIRE WATER</b>	<b>\$443,053.00</b>
<b>UPDATED BASE BID</b>	<b>\$641,005.00</b>

### **Important Notes:**

- **Early Procurement Material – Only Cast Iron Grates – Installation Cost included and material cost excluded.**
- **Trenches will be backfilled according to plans. Sheet 1CS502 - No indication of Slurry backfill for utilities on trench details.**
- **Total dirt offhaul for all utilities: 832 Cubic Yards.**
- **Building connections are excluded for all utilities.**
- **Cleanouts and cleanout boxes at building connections are excluded.**

Frontline General Engineering Construction Inc. appreciates the opportunity to bid on this scope of work and look forward to working with you on this project. Should you have any questions

Friday, March 24, 2023



**FRONTLINE**  
GENERAL ENGINEERING  
CONSTRUCTION INC.

# BID REVISION

**Lic.:1047164 • DIR:1000634065 • MBE:2200049 • SBE:2017930**

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feel free to reach Jesus Pedroza at Office: (510) 954-0739 or Mobile: (510) 520-2464.

Best regards,

**Jesus Pedroza.**



# BID REVISION

Lic.:1047164 • DIR:1000634065 • MBE:2200049 • SBE:2017930

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## Terms and Conditions

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- Extra Work shall be performed under written direction only. Costs shall be calculated per the latest publication of the Caltrans rates. All Daily Extra Work Reports signed by any Owner or General Contractor representative, agent, employee, or assignee shall be accepted as final proof of liability for the work performed under the signed ticket.
- Frontline General Engineering Construction is an established union contractor. We are signatory to operators and laborers, and the ability to bond our projects. Please add 2% to the contract if required bonding.

## General Exclusions:

**All exclusions mentioned below are applicable unless specified otherwise in the Scope of Work or Important Notes mentioned above.**

1. All permits are excluded – we can apply for permits and pass on the cost if you need us to.
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**FRONTLINE**  
GENERAL ENGINEERING  
CONSTRUCTION INC.

# BID REVISION

Lic.:1047164 • DIR:1000634065 • MBE:2200049 • SBE:2017930

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**FRONTLINE**  
GENERAL ENGINEERING  
CONSTRUCTION INC.

# BID REVISION

Lic.:1047164 • DIR:1000634065 • MBE:2200049 • SBE:2017930

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- 31. All Hydronic Pipe work is excluded.
- 32. Demolition of existing piping UNO are excluded.

If you have any questions regarding this proposal, please contact Jesus Pedroza at (510) 954 - 0739.

***Thank you for your Business.***

## SCUSD Chavez-Kemble ES Inc. 1 - Portable Relocation

7495 29th Street, Sacramento, CA 95822, United States of America

Sent proposal: \$641,005

Submitted Mar 24, 2023 at 4:08 PM PDT

**Frontline General Construction**

Union City, CA, United States of America

J P I | jp@frontlinegeconstruction.com

### General Acknowledgments

<p>Bidder acknowledges that Balfour Beatty- Clark/Sullivan, a Joint Venture is dependent on the bids to establish a GMP with the District/Owner and that Balfour Beatty is reasonably relying on the bids. Therefore, bidder promises that it will not withdraw or unilaterally alter its bid for a period of 90 days after the date set for the opening of the bids. Bidder also acknowledges that if it fails to honor any of the promises in its bid then it is foreseeable that Balfour Beatty will be injured, and therefore bidder will be responsible for any resulting damages to Balfour Beatty, including but not limited to covering the difference for Balfour Beatty to proceed with a different subcontractor.</p>	<p>Yes</p>
<p>By choosing "yes", the Bidder promises and represents that it can and will comply that they cannot add any exclusions, markups, etc. to the subcontract agreement included in the bid docs under Document 01304 Sample Long Form Subcontract or any other contract document listed in the bid manual.</p>	<p>Yes</p>
<p>Are you utilizing any DVBE subcontractors?</p>	<p>No</p>
<p>Is bidder DVBE certified?</p>	<p>No</p>
<p>By choosing "yes", the Bidder promises and represents that they have received notification and will comply with Addendums #1 and #2.</p>	<p>Yes</p>
<p>By choosing "yes", the Bidder promises and represents that it can and will comply with the Project Labor Agreement (PLA) upon award.</p>	<p>Yes</p>
<p>By choosing "yes", the Bidder promises and represents that it can and will comply with the Insurance Requirements for this project upon award.</p>	<p>Yes</p>
<p>Is the bidder prequalified with Balfour Beatty Construction, LLC?</p>	<p>Yes</p>
<p>By choosing "yes", the Bidder promises and represents that it can and will comply with the Front End and District Documents upon award.</p>	<p>Yes</p>
<p>By choosing "yes", the Bidder promises and represents that it can and will comply with the Bid Package in its entirety; Exhibit B, B1, B2 and B3 upon award.</p>	<p>Yes</p>
<p>Contractors License number?</p>	<p>1047164</p>
<p>License Classification?</p>	<p>A</p>
<p>DIR Registration number?</p>	<p>1000634065</p>
<p>EMR Rate?</p>	<p>1.0</p>
<p>By choosing "yes", the Bidder promises and represents that it can and will comply with this project utilizing LCP Tracker upon award.</p>	<p>Yes</p>

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## SCUSD Chavez-Kemble ES Inc. 1 - Portable Relocation

7495 29th Street, Sacramento, CA 95822, United States of America

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By choosing "yes", the Bidder promises and represents that it can and will comply with this project utilizing Textura (cost to subcontractor .22% of contract value, not to exceed \$5,000) upon award. Yes

### Bond Information

Performance and Payment Bond Rate - only if total bid is over \$100,000 (Not to be included with bid price above)	2	%
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### Certifications

Do you represent a certified minority business? Yes

### Additional Information

**Notes** Please note this is a Bid Revision.

### Attachments

 [BID REVISION - 33.00 Site...](#) (860 KB)



**FRONTLINE**  
GENERAL ENGINEERING  
CONSTRUCTION INC.

# CONSTRUCTION BID PROPOSAL

Lic.:1047164 • DIR:1000634065 • MBE:2200049 • SBE:2017930

## SCUSD CHAVEZ-KEMBLE ES INC. 1 – PORTABLE RELOCATION

### Scope of Work

Frontline General Engineering Construction proposes to furnish labor, materials, and equipment to perform Site Work for the above-referenced project. This proposal is based on the scope of work shown on the drawings, specifications, bid form and the following clarifications/exclusions listed below. This proposal is contingent upon contract terms and conditions being acceptable to. Thank you for this opportunity to bid on this scope of work, and we look forward to working with you.

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<b>3. SEWER</b>	<b>\$106,833.00</b>
<b>4. DOMESTIC WATER AND FIRE WATER</b>	<b>\$443,053.00</b>
<b>TOTAL BASE BID</b>	<b>\$641,005.00</b>

### Important Notes:

- **Building connections are excluded for all utilities.**
- **Cleanouts and cleanout boxes at building connections are excluded.**

Frontline General Engineering Construction Inc. appreciates the opportunity to bid on this scope of work and look forward to working with you on this project. Should you have any questions feel free to reach Jesus Pedroza at Office: (510) 954-0739 or Mobile: (510) 520-2464.

Best regards,

**Jesus Pedroza.**





**FRONTLINE**  
GENERAL ENGINEERING  
CONSTRUCTION INC.

# CONSTRUCTION BID PROPOSAL

Lic.:1047164 • DIR:1000634065 • MBE:2200049 • SBE:2017930

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## Terms and Conditions

- Release of Retention – Maximum retention shall be no more than 10% of original contract amount plus or minus adjustments for changes in scope of work. All retention shall be released upon completion of our scope of work and no retention shall be held after acceptance of our scope of work. Under no circumstances will retention be held beyond our completion and demobilization. If our scope of work is broken into two or more mobilizations due to circumstances beyond our control, retention held for work in each mobilization shall be released upon completion of the work in that mobilization.
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**FRONTLINE**  
GENERAL ENGINEERING  
CONSTRUCTION INC.

# CONSTRUCTION BID PROPOSAL

**Lic.:1047164 • DIR:1000634065 • MBE:2200049 • SBE:2017930**

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**FRONTLINE**  
GENERAL ENGINEERING  
CONSTRUCTION INC.

# CONSTRUCTION BID PROPOSAL

Lic.:1047164 • DIR:1000634065 • MBE:2200049 • SBE:2017930

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If you have any questions regarding this proposal, please contact Jesus Pedroza at (510) 954 - 0739.

***Thank you for your Business.***



**EXHIBIT B-3: 33.00 SITE UTILITIES  
PROJECT-SPECIFIC SCOPE OF WORK**

**GENERAL TERMS**

"Work" items listed in this section are for clarification only and are not intended to be a comprehensive list of inclusions. It is the responsibility of each bidder to include and or provide all costs for labor, supervision, material, equipment, detailing, hoisting, scaffolding, tools, rigging, engineering, permits, fees, applicable taxes, insurance fees, warranties, guarantees, and any facilities necessary to complete the work of their Bid Package(s).

The "Work" includes, but is not limited to, other related Contract Documents, which are specific requirements for this scope of work, including drawings, specifications, Exhibits, Pre-Bid RFI Log(s), Project Manual exhibits, and revisions included in the addenda.

Each Subcontractor shall reference Exhibit B.1 RESPONSIBILITY MATRIX for a general listing of specifications, special provisions, and contract responsibilities associated with this and other scopes.

**SITE UTILITIES**

- 33.00.001 Reference INC 01 Early Procurement for items furnished FOB to the job site, including (2) Cast Iron Grates and Frames. **provide breakout cost**
- 33.00.002 Tie the 2 jobsite trailers into the existing sewer, reference as-builts, and Logistics Plan as needed. **included**
- 33.00.003 Patch inlets, existing storm drain lines, or structures to remain with pre-manufactured cap/plug, or grout. Replace sections of pipe with dual band Fernco couplers where cap/plug or grout cannot be used. Similar to demolition note 1 on 1CD102A. **included**
- 33.00.004 Patch inlets existing sewer lines or structures to remain with pre-manufactured cap/plug, or grout. Replace sections of pipe with dual band Fernco couplers where cap/plug or grout cannot be used. Similar to demolition note 2 on 1CD102A. **included**
- 33.00.005 Shut off and disconnect the existing water line. Demolition is to be done by others. Provide temporary cap as needed until new connection is made. **included**
- 33.00.006 Backfill trenches with slurry as indicated in the contract documents. **to verify**
- 33.00.007 Cap and mark pipe ends as required per the contract documents and specs for a complete installation and/or termination. **included**
- 33.00.008 Electrical and gas safe off by others.
- 33.00.009 Existing utility structures in areas of new paving shall be removed and reinstalled at new grade unless specifically noted otherwise. **included**
- 33.00.010 Cut, cap, or patch any site utilities demo'd by others. **included**
- 33.00.011 Camera existing sewer line tie-ins over Spring Break. **has 2 sewer line tie ins to be camera'd**



**EXHIBIT B-3: 33.00 SITE UTILITIES  
PROJECT-SPECIFIC SCOPE OF WORK**

- 33.00.012 Over Spring Break of 2023, the Subcontractor is to verify and pothole all utility points of connection for location, depth, and size. If conflict is found, the Subcontractor is to submit a formal RFI within 5 business days and update as-builts as needed. Similar to Utility Verification Note and Existing Utilities and Locating Note on 1CD102A. **included**
- 33.00.013 Protect existing services and structures as needed to complete this scope of work. **included**
- 33.00.014 Provide off haul of spoils for this scope of work. **included**
- 33.00.015** Coordinate and bring all site utilities to an agreed-upon location no more than 5' from the backside of the portable. Final water and sewer connections to relocated portables are to be made by others. **(Added per Addendum #2)**

Has clean outs as identified on Civil plans, however excluding clean outs at portables

**THE ENTIRE SUBCONTRACTOR SCOPE OF WORK INCLUDES THE FOLLOWING EXHIBITS:**

- EXHIBIT B: ALL TRADES** Fire Sprinkler and Domestic Water Line - entire trench at once, speeds things up at this location.
- EXHIBIT B-1: PROJECT RESPONSIBILITY MATRIX** Is Premium time included - No, bid as straight time with larger crew.
- EXHIBIT B-2: TRADE-SPECIFIC SCOPE OF WORK**
- EXHIBIT B-3: PROJECT-SPECIFIC SCOPE OF WORK**

This project and 1 other project at same time. Sanitation District w/ San Lorenzo & 1 other project, Folsom lake college should be largely complete minus storm drain. Jesus was w Bothman for 15-20 years. 3 years

Longest lead material - firewater 8" about 4 weeks

Can meet DVBE requirements -

**2 weeks for storm drain**

**3 weeks for sewer**

**4 for fire water**

**5 weeks for domestic**



## EXHIBIT B-3: 33.00 SITE UTILITIES PROJECT-SPECIFIC SCOPE OF WORK

### GENERAL TERMS

"Work" items listed in this section are for clarification only and are not intended to be a comprehensive list of inclusions. It is the responsibility of each bidder to include and or provide all costs for labor, supervision, material, equipment, detailing, hoisting, scaffolding, tools, rigging, engineering, permits, fees, applicable taxes, insurance fees, warranties, guarantees, and any facilities necessary to complete the work of their Bid Package(s).

The "Work" includes, but is not limited to, other related Contract Documents, which are specific requirements for this scope of work, including drawings, specifications, Exhibits, Pre-Bid RFI Log(s), Project Manual exhibits, and revisions included in the addenda.

Each Subcontractor shall reference Exhibit B.1 RESPONSIBILITY MATRIX for a general listing of specifications, special provisions, and contract responsibilities associated with this and other scopes.

### SITE UTILITIES

- 33.00.001 Reference INC 01 Early Procurement for items furnished FOB to the job site, including (2) Cast Iron Grates and Frames. **provide breakout cost**
- 33.00.002 Tie the 2 jobsite trailers into the existing sewer, reference as-builts, and Logistics Plan as needed.
- 33.00.003 Patch inlets, existing storm drain lines, or structures to remain with pre-manufactured cap/plug, or grout. Replace sections of pipe with dual band Fernco couplers where cap/plug or grout cannot be used. Similar to demolition note 1 on 1CD102A.
- 33.00.004 Patch inlets existing sewer lines or structures to remain with pre-manufactured cap/plug, or grout. Replace sections of pipe with dual band Fernco couplers where cap/plug or grout cannot be used. Similar to demolition note 2 on 1CD102A.
- 33.00.005 Shut off and disconnect the existing water line. Demolition is to be done by others. Provide temporary cap as needed until new connection is made.
- 33.00.006 Backfill trenches with slurry as indicated in the contract documents. **to verify**
- 33.00.007 Cap and mark pipe ends as required per the contract documents and specs for a complete installation and/or termination.
- 33.00.008 Electrical and gas safe off by others.
- 33.00.009 Existing utility structures in areas of new paving shall be removed and reinstalled at new grade unless specifically noted otherwise.
- 33.00.010 Cut, cap, or patch any site utilities demo'd by others.
- 33.00.011 Camera existing sewer line tie-ins over Spring Break. **has 2 sewer line tie ins to be camera'd**



**EXHIBIT B-3: 33.00 SITE UTILITIES  
PROJECT-SPECIFIC SCOPE OF WORK**

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- 33.00.012 Over Spring Break of 2023, the Subcontractor is to verify and pothole all utility points of connection for location, depth, and size. If conflict is found, the Subcontractor is to submit a formal RFI within 5 business days and update as-builts as needed. Similar to Utility Verification Note and Existing Utilities and Locating Note on 1CD102A.
- 33.00.013 Protect existing services and structures as needed to complete this scope of work.
- 33.00.014 Provide off haul of spoils for this scope of work.
- 33.00.015** Coordinate and bring all site utilities to an agreed-upon location no more than 5' from the backside of the portable. Final water and sewer connections to relocated portables are to be made by others.  
(Added per Addendum #2)

Has clean outs as identified on Civil plans, however excluding clean outs at portables

**THE ENTIRE SUBCONTRACTOR SCOPE OF WORK INCLUDES THE FOLLOWING EXHIBITS:**

- EXHIBIT B: ALL TRADES**
- EXHIBIT B-1: PROJECT RESPONSIBILITY MATRIX**
- EXHIBIT B-2: TRADE-SPECIFIC SCOPE OF WORK**
- EXHIBIT B-3: PROJECT-SPECIFIC SCOPE OF WORK**

This project and 1 other project at same time. Sanitation District w/ San Lorenzo & 1 other project, Folsom lake college should be largely complete minus storm drain. Jesus was w Bothman for 15-20 years. 3 years

Longest lead material - firewater 8" about 4 weeks

Can meet DVBE requirements -

**SUBCONTRACTOR OUTREACH**

**&**

**GOOD FAITH EFFORT**



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	Yesenia	David	bidassistant@tennysonelec.com	+1 925-390-0116		7275 National Drive	Livermore	CA	94550 Union, Prevailing Wages
	Colin	Shaffer	estimating@tennysonelec.com	+1 925-523-9590		7275 National Drive	Livermore	CA	94550 Union, Prevailing Wages
iny	Mark	Crawford	colin.crawford@gcinc.com	+1 916-855-4400	+1 916-369-0429	4001 Bradshaw Road	Sacramento	CA	95827 Union, Prevailing Wages
iny	Sean	Carmahan	mark.shaffer@gcinc.com	+1 916-855-4453	+1 916-825-5111	4001 Bradshaw Road	Sacramento	CA	95827 Union, Prevailing Wages
iny	Miki	Hont	sean.carmahan@gcinc.com	+1 916-855-4483		4001 Bradshaw Road	Sacramento	CA	95827 Union, Prevailing Wages
iny	Ashley	Laster	miki.hont@gcinc.com	+1 916-257-0718		4001 Bradshaw Road	Sacramento	CA	95827 Union, Prevailing Wages
iny	Steve	DeBlasio	ashley.jasiter@gcinc.com	+1 916-855-4409		4001 Bradshaw Road	Sacramento	CA	95827 Union, Prevailing Wages







Balfour Beatty

**Balfour Beatty**

17530000

**SCUSD Kemble-Chavez ES Inc. 1 - Portable Relocation**

Name	Email	Phone	Cell	Status	Base Bid
<b>01.50: Final Clean</b>					
Lead: Jeff Lee					
Bids Due: Mar 16, 2023 at 2:00 PM PDT					
<b>Advanced Solutions</b>		<b>+1 916-296-8749</b>	--	<b>Not Invited</b>	--
Tom Patrick	tpatrick55@gmail.com	+1 916-296-8749	--	Not Invited	
<b>CSSC Construction Site Cleaning</b>		<b>+1 916-572-6439</b>	--	<b>Not Invited</b>	--
Chris Pauline	chriscssc@yahoo.com	+1 916-572-6439	--	Not Invited	
<b>California Commercial Cleaning</b>		<b>+1 408-613-2673</b>	--	<b>Not Invited</b>	--
Gonzalo Martinez Metzler	gonzalo@calcocleaning.com	+1 916-367-6010	--	Not Invited	
<b>Capital Building Maintenance</b>		<b>+1 650-588-9808</b>	--	<b>Not Invited</b>	--
Allen Galang	allen@capitalbidg.com	+1 650-588-9808	+1 628-786-2780	Not Invited	
Eric Huber	eric@capitalbidg.com	+1 650-588-9808	--	Not Invited	
Mark Ianni	mark@capitalbidg.com	+1 650-588-9808	--	Not Invited	
<b>Elite Service Experts</b>		<b>+1 916-568-1400</b>	--	<b>Not Invited</b>	--
Sergio Cordero	scordero@elite-gs	+1 916-568-1400	+1 916-275-3960	Not Invited	

<b>MEK Enterprises</b>						<b>Not Invited</b>	--
Aron Fleck	aron@4mek.com	+1 619-527-0957	--			Not Invited	
Brett Humphry	brett@4mek.com		+1 619-278-9419			Not Invited	
Richard Kwiatkowski	richard@4mek.com	+1 619-992-3484	--			Not Invited	
Tom Best	tom@4mek.com	+1 619-955-9881	--			Not Invited	
marc kranz	marc@4mek.com	+1 858-610-9601	--			Not Invited	
<b>Quality Cleaning</b>		<b>+1 530-613-9693</b>				<b>Not Invited</b>	--
Jose Aviles	jose@qualitycleaning.io	+1 530-613-9693	--			Not Invited	
<b>Quality Matters, LLC</b>		<b>+1 408-532-3153</b>				<b>Not Invited</b>	--
Felix Rios	felix@miraclemaintenance.biz	+1 408-532-3153	+1 408-658-2132			Not Invited	
<b>RT WESTERN, INC.</b>		<b>+1 415-677-9202</b>				<b>Not Invited</b>	--
Amanda Lovin	alovin@rtwestern.com	--	--			Not Invited	
Chad Hall	chall@rtwestern.com	+1 415-244-1499	+1 650-388-0304			Not Invited	
Manuel Brasil	mbrasil@rtwestern.com	+1 209-505-4954	+1 209-505-4954			Not Invited	
Rogelio Arellano	rarellano@rtwestern.com	+1 415-677-9202	+1 408-591-0391			Not Invited	
<b>S.J. General Building Maintenance, Inc.</b>		<b>+1 408-392-0800</b>				<b>Not Invited</b>	--
Armando Lamas	sigbminc@yahoo.com	+1 408-392-0800	+1 408-666-7475			Not Invited	
Brian Jardarian	brianj@sigbminc.com	+1 408-392-0800	+1 408-643-3638			Not Invited	
Darren Wirgler	darrenw@sigbminc.com	+1 408-392-0800	+1 916-826-2277			Not Invited	
Jasmine Lamas	jasminel@sigbminc.com	+1 408-392-0800	+1 408-206-5328			Not Invited	
<b>The Janitorial Company</b>		--				<b>Not Invited</b>	--
The Janitorial Company	sales@janitorialco.com	+1 559-259-7400	--			Not Invited	

02.40: Existing Conditions - Demo

Lead: Jeff Lee

Bids Due: Mar 16, 2023 at 2:00 PM PDT



<b>Als Land Clearing</b>	--				<b>Not Invited</b>	--
Ashley Key	+1 916-482-2161	ashley@alslandclearing.com			Not Invited	
Michael Santos	+1 916-996-4633	mike@alslandclearing.com			Not Invited	
chad Randall	+1 916-482-2161	chad@alslandclearing.com			Not Invited	
<b>CENCAL Services, Inc.</b>	<b>+1 559-291-3366</b>				<b>Not Invited</b>	--
James Doris	+1 559-906-4569	jamesd@cencaldemo.com			Not Invited	
Mike Gonzales	+1 559-994-2234	mikeg@cencaldemo.com			Not Invited	
<b>CPM Environmental Inc.</b>	<b>+1 415-543-6515</b>				<b>Not Invited</b>	--
Jim Corners	+1 530-966-5699	jcorners@cpmenvironmental.com			Not Invited	
<b>Don Lawley Company</b>	--				<b>Not Invited</b>	--
Katie Hay	+1 209-466-8088	katie@donlawleyco.com		+1 209-602-0067	Not Invited	
Steve Hay	+1 209-456-1185	stevehay@donlawleyco.com		+1 209-456-1185	Not Invited	
<b>GW Demolition</b>	--				<b>Not Invited</b>	--
--	--	info@gwdemolition.com			Not Invited	
Crystal Smith	+1 916-992-0741	crystal@gwdemolition.com		+1 916-813-0755	Not Invited	
Gary Welliver	+1 916-992-0741	gary@gwdemolition.com			Not Invited	
<b>Hyperion Demolition</b>	<b>+1 916-706-9169</b>				<b>Not Invited</b>	--
adam stringham	+1 916-706-9169	adam@hyperiondemolition.com		+1 916-706-9169	Not Invited	

<b>JM Environmental, Inc.</b>								<b>Not Invited</b>	--
Christian Raney	craney@jmenvironmental.net	+1 916-871-8414	--					Not Invited	
Cole Moore	cmoore@jmenv.com	+1 916-960-3527	+1 916-960-3527					Not Invited	
Jacob Doty	jdoty@jmenv.com	+1 916-871-8414	--					Not Invited	
Jason Sagil	jsagil@jmenv.com	+1 916-870-0686	--					Not Invited	
Tonja Moore	tmoore@jmenv.com	+1 916-773-2740	--					Not Invited	
Tripp Fleshman	tfleshman@jmenv.com	+1 916-870-3506	--					Not Invited	
<b>NORCAL DEMOLITION</b>								<b>Not Invited</b>	--
Orlando Ramirez	orlandonorcaldemo@gmail.com	+1 510-672-0504	--					Not Invited	
<b>Professional Asbestos and Lead Services</b>								<b>Not Invited</b>	--
Mike Trevino	mike@palscorp.com	+1 916-588-6348	--					Not Invited	
<b>SVG Contractors, Inc.</b>								<b>Not Invited</b>	--
Dan Cross	dan.cross@svgroup.com	+1 707-292-2414	--					Not Invited	
Estimating Department	bids@svgcontractors.com	+1 408-218-0993	--					Not Invited	
Ruben Barajas	ruben.barajas@svgcontractors.com	+1 415-716-3632	--					Not Invited	
<b>Silverado Contractors, Inc.</b>								<b>Not Invited</b>	--
Ally Saetern	asaetern@silveradocontractors.com	+1 510-658-9960	--					Not Invited	
Bruce Schmitt	bschmitt@silveradocontractors.com	+1 510-573-8232	--					Not Invited	

09:60: Flooring

Lead: Jeff Lee

Bids Due: Mar 16, 2023 at 2:00 PM PDT

Anderson Commercial Flooring		+1 510-652-1032	--	Not Invited	--
Andrei Wallace	andrei@andersoncls.com	+1 510-652-1032	+1 510-719-8950	Not Invited	
Joe Christophe	joe.christophe@andersoncf.com	+1 510-238-9874	--	Not Invited	
Joe McKeown	joe.mckeown@andersoncf.com	+1 510-899-8644	+1 510-773-6440	Not Invited	
Scott Brown	scott.brown@andersoncf.com	+1 916-929-4283	+1 916-870-5934	Not Invited	
Steve Christophe	steve.christophe@andersoncf.com	+1 916-246-4721	+1 530-518-7788	Not Invited	
joe cavana	joe.cavana@andersoncf.com	+1 916-929-4283	--	Not Invited	
<b>B. T. Mancini Co., Inc.</b>		<b>+1 916-381-3660</b>		<b>Not Invited</b>	--
Brad Brown	brad.brown@btmancini.com	+1 916-381-6645 ext. 2106	+1 916-604-0602	Not Invited	
Kurt Alameda	kurt.alameda@btmancini.com	+1 916-381-3660	+1 916-601-7434	Not Invited	
Mike Camilleri	mike.camilleri@btmancini.com	+1 916-381-3660	--	Not Invited	
Scott Sievers	scott.sievers@btmancini.com	+1 916-381-3660	+1 916-412-7470	Not Invited	
Tim Sattler	tim.sattler@btmancini.com	+1 916-381-3660	+1 916-201-2937	Not Invited	
<b>Christian Brothers Flooring &amp; Interiors, Inc.</b>		<b>+1 619-443-9500</b>		<b>Not Invited</b>	--
Bart Magner	bart.m@cbfloorsinc.com	+1 619-443-9500	+1 858-405-2266	Not Invited	
Tom Foreman	tom.f@cbfloorsinc.com	+1 619-443-9500 ext. 227	+1 619-571-2517	Not Invited	
Tyler Sweetland	tyler.s@cbfloorsinc.com	+1 619-443-9500	--	Not Invited	
<b>DFS Flooring</b>		<b>+1 916-422-0677</b>		<b>Not Invited</b>	--
Al Dennis	ald@dfsflooring.com	+1 916-308-5851	+1 916-308-5851	Not Invited	
Brandon Hicks	brandonh@dfsflooring.com	+1 916-330-2356	--	Not Invited	
Brian Montgomery	brianm@dfsflooring.com	+1 530-301-0981	--	Not Invited	
Chris Waddell	chrisw@dfsflooring.com	+1 916-330-2300	--	Not Invited	
Jason Jones	jasonj@dfsflooring.com	+1 818-374-5221	--	Not Invited	

<b>F. D. Thomas, Inc.</b>				
Kevin Felton	kevin.felton@fdthomas.com	+1 916-922-1505	Not Invited	--
Laura Boyles	laura.boyles@fdthomas.com	+1 916-922-1505 ext. 1003+1 916-869-4156	Not Invited	
Mike Kostenko	bids@fdthomas.com	+1 541-727-3045	Not Invited	
Rick Pouncey	rick.pouncey@fdthomas.com	+1 541-864-1619	Not Invited	
Stuart Hunter	stuart@fdthomas.com	+1 916-501-9416	Not Invited	
		+1 916-922-1505 ext. 1001--	Not Invited	
<b>Floor Seal Technology</b>				
Bonnie Boden	bonnieb@floorseal.com	+1 408-436-8181	Not Invited	--
Chris Queen	chrisq@floorseal.com	+1 415-716-1145	Not Invited	
Dale Ramos	dale.ramos@floorseal.com	+1 408-907-5820	Not Invited	
Marc Goldberg	marcg@floorseal.com	+1 408-436-8181	Not Invited	
Nereyda Hernandez	nereydah@floorseal.com	+1 408-234-2764	Not Invited	
		--	Not Invited	
<b>Floor Select</b>				
Nass Assaf	na@floorselect.com	+1 866-380-1461	Not Invited	--
		+1 408-441-0683 ext. 345	Not Invited	
		+1 408-309-3307	Not Invited	
<b>HW Thompson</b>				
Lorena Amaro	lorena@hwthompson.com	--	Not Invited	--
Sheila Pryor	sheila@hwthompson.com	+1 209-948-3501	Not Invited	
		+1 209-948-1914	Not Invited	
<b>Hoem &amp; Associates</b>				
Adam Zuur	adam@hoemassociates.com	+1 650-871-5194	Not Invited	--
Matthew Thomas	matt@hoemassociates.com	+1 415-695-4862	Not Invited	
Ted Bard	ted@hoemassociates.com	+1 650-871-5194	Not Invited	
		+1 650-871-5194	Not Invited	
<b>Pro Flooring Corporation</b>				
Amy Arakelian	amy.profco@gmail.com	+1 818-541-0545	Not Invited	--
Amy Arakelian	amy@proflooringcorp.com	+1 818-541-0545	Not Invited	

Pro Installations, Inc. dba Prospectra Contract Flooring		+1 916-830-3054	Not Invited	--
Matt Aboumrad	matthew.aboumrad@spectracf.com	+1 530-414-1094	Not Invited	
Sam Carroll	sam.carroll@spectracf.com	--	Not Invited	
Spencer Cuiper	spencer.cuiper@spectracf.com	+1 925-963-3696	Not Invited	
Tom Pesacreta	tom.pesacreta@spectracf.com	+1 206-396-7059	Not Invited	
<b>School Speciality LLC</b>		--	<b>Not Invited</b>	--
Ed Perez	ed.perez@schoolspeciality.com	--	Not Invited	
Kevin Koschik	kevin.koschik@schoolspeciality.com	--	Not Invited	

**10.14: Signage**

Lead: Jeff Lee

Bids Due: Mar 16, 2023 at 2:00 PM PDT

**A Good Sign and Graphics Co.**

A Good Sign and Graphics Co.		+1 714-444-4466	Not Invited	--
Richard Abedi	richard@agoodsign.com	--	Not Invited	
Richard Abedi	richard@agoodsign.com	+1 714-444-4466 ext. 101	Not Invited	
Richard Abedi	richard@agoodsign.com	+1 714-444-4466 ext. 101	Not Invited	

**Arrow Sign Company**

Arrow Sign Company		+1 510-533-7693	Not Invited	--
Miguel Romero	mromero@arrowsigncompany.com	--	Not Invited	
Oscar Chavez	contractcontrol@arrowsigncompany.com	--	Not Invited	

**Braille Signs, Inc.**

Braille Signs, Inc.		+1 949-797-1570	Not Invited	--
Robert Ballesteros	robert@braillesignsinc.com	--	Not Invited	
Ruth Corum	contact@braillesignsinc.com	--	Not Invited	
Ruth Corum	ruth@braillesignsinc.com	--	Not Invited	

**CA Signs**

CA Signs		+1 818-899-1888	Not Invited	--
Miguel Duran	miguel@casigns.com	+1 714-612-2393	Not Invited	

<b>Capital City Signs Inc.</b>					<b>Not Invited</b>	--
Kevin Harbaugh	sales@ccssac.com		+1 916-348-9378	+1 916-348-9378 ext. 1002+1 916-517-8739	Not Invited	
Raquel Namba	raquel@ccssac.com		+1 916-348-9378	+1 916-348-9378 ext. 1005--	Not Invited	
Rhonda Sampognaro	rhonda@ccssac.com		+1 916-348-9378	+1 916-348-9378 ext. 5 --	Not Invited	
<b>Commercial Sign Crafters</b>					<b>Not Invited</b>	--
Cheryl Serrano	cheryl@comsigncrafters.com		+1 916-852-8584	+1 916-852-8584 ext. 7004+1 619-857-7338	Not Invited	
<b>Illuminated Creations Inc dba Ellis &amp; Ellis Sign Systems</b>					<b>Not Invited</b>	--
Brad Mills	bmills@ellisigns.com		+1 916-924-1936	+1 916-919-2802	Not Invited	
Kathy Batman	kbatman@ellisigns.com		+1 916-924-1936	+1 916-569-3545	Not Invited	
<b>Mr. Sign</b>					<b>Not Invited</b>	--
Dan Scott	mr.signcontracting@outlook.com		--	--	Not Invited	
<b>SJP Signs, Inc.</b>					<b>Not Invited</b>	--
Harry Singh	bids@sjpsigns.com		+1 408-971-6643	--	Not Invited	
<b>Sign Technology, Inc.</b>					<b>Not Invited</b>	--
Dan Worsley	dworsley@signtechnology.com		--	+1 510-714-4984	Not Invited	
Gretchen Wilmer	gwilmer@signtechnology.com		+1 916-372-1200	--	Not Invited	
Michael Wilmer	mwilmer@signtechnology.com		+1 916-372-1200	--	Not Invited	
<b>Signs Now</b>					<b>Not Invited</b>	--
Roy Gonzalez	downtown@signsnowsac.com		+1 916-441-2995	--	Not Invited	
Teresa Gonzalez	sn43@signsnowsac.com		+1 916-487-9914	--	Not Invited	
<b>Signs of Our Times, Inc.</b>					<b>Not Invited</b>	--
Scott Bigelow	sales@signsofourtimes.com		--	+1 916-773-1533	Not Invited	



<b>CENCAL Services, Inc.</b>						<b>Not Invited</b>	--
James Doris	jamesd@cencaldemo.com	+1 559-291-3366	--			Not Invited	
Mike Gonzales	mikeg@cencaldemo.com	+1 559-906-4569	--			Not Invited	
		+1 559-994-2234	--			Not Invited	
<b>Clayton A Titus Inc</b>						<b>Not Invited</b>	--
Clayton Titus	claytitus@comcast.net	+1 209-401-1074	--			Not Invited	
<b>Montgomery Structural Lifters</b>						<b>Not Invited</b>	--
Rio Morales	rio@montgomery-lifters.com	+1 916-752-1587	--		+1 916-752-1587	Not Invited	
<b>Unknown Company</b>						<b>Not Invited</b>	--
	beths_construction@yahoo.com	--	--			Not Invited	

22:00: Plumbing & HVAC Lead: Jeff Lee Bids Due: Mar 16, 2023 at 2:00 PM PDT

<b>ACCO Engineered Systems, Inc.</b>						<b>Not Invited</b>	--
Blake Cunningham	bcunningham@accoes.com	+1 916-520-2100	--			Not Invited	
Derek Anderson	doanderson@accoes.com	+1 916-233-9404	--			Not Invited	
Eric Horton	ehorton@accoes.com	+1 916-670-0168	--			Not Invited	
Ivan Hooper	ihooper@accoes.com	+1 916-275-9859	--			Not Invited	
Mike Baker	mbaker@accoes.com	+1 916-997-2625	--		+1 916-997-2625	Not Invited	
Nicholas Haviland	nhaviland@accoes.com	+1 916-690-9515	--			Not Invited	
		+1 916-833-4126	--			Not Invited	
<b>Air Systems Service &amp; Construction, Inc.</b>						<b>Not Invited</b>	--
Austin Voges	avoges@airsystems1.com	+1 916-368-0336	--			Not Invited	
Vincent Haycox	vhaycox@airsystems1.com	+1 888-504-2772 ext. 3285--	--			Not Invited	
		+1 916-835-4788	--			Not Invited	
<b>Airco Mechanical</b>						<b>Not Invited</b>	--
Brian Leighton	brianl@aircomech.com	+1 916-381-4523	--			Not Invited	
Cory Bangs	coryb@aircomech.com	+1 916-381-4523	--		+1 916-870-2809	Not Invited	
Mark Gonsalves	markg@aircomech.com	+1 916-381-4523	--			Not Invited	





<b>Lawson Mechanical Contractors</b>		<b>+1 916-381-5000</b>		<b>Not Invited</b>	--
Jason Fleming	jflaming@lawsonmechanical.com	+1 916-870-3705	+1 916-870-3705	Not Invited	
Jason Harris	j.harris@lawsonmechanical.com	+1 916-381-5000	--	Not Invited	
Jasper Ortiz	jortiz@lawsonmechanical.com	+1 916-892-9808	--	Not Invited	
Stephen Humason	shumason@lawsonmechanical.com	+1 916-381-5000	+1 916-749-6147	Not Invited	

### 26.00: Electrical, Communications, Electronic Safety & Security

Lead: Jeff Lee

Bids Due: Mar 16, 2023 at 2:00 PM PDT

<b>Bergelectric Corp.</b>		--		<b>Not Invited</b>	--
Chris Raby	craby@bergelectric.com	+1 916-636-1880	+1 510-331-8696	Not Invited	
Mark Lee	mlee@bergelectric.com	+1 916-636-1880	+1 916-672-7836	Not Invited	
<b>Bockmon &amp; Woody Electric Co., Inc.</b>		<b>+1 209-464-4878</b>		<b>Not Invited</b>	--
Arlene Larsen	arlene@bockmonwoody.com	+1 209-464-4878	209-915-0410	Not Invited	
Gary Woody	garym@bockmonwoody.com	+1 209-464-4878	--	Not Invited	
Josh Edwards	josh.edwards@bockmonwoody.com	--	--	Not Invited	
Mike Romero	mike@bockmonwoody.com	+1 209-689-8204	--	Not Invited	
<b>Collins Electrical Company, Inc.</b>		<b>+1 209-466-3691</b>		<b>Not Invited</b>	--
Adnan Ramic	aramic@collinselectric.com	+1 916-567-1100	--	Not Invited	
David Plaster	dplaster@collinselectric.com	+1 209-466-3691	+1 209-403-2051	Not Invited	
Henry Ales III	hales@collinselectric.com	+1 916-567-1100	--	Not Invited	
Lea Rummel	lrummel@collinselectric.com	+1 209-466-3691	--	Not Invited	
Rick Gonzales	rick.gonzales@collinselectric.com	+1 209-466-3691	+1 209-466-6315	Not Invited	
Thomas De Costa	tdecosta@collinselectric.com	--	--	Not Invited	
<b>Con. J. Franke Electric</b>		--		<b>Not Invited</b>	--
Keith Edwards	keith.edwards@cjfranke.com	+1 209-616-1007	--	Not Invited	
Lori Smith	lori.smith@cjfranke.com	(209) 462-0717	--	Not Invited	

<b>Del Monte Electric</b>				<b>+1 925-829-6000</b>		<b>Not Invited</b>	--
Chris Walker	cwalker@delmonteelectric.com			+1 925-829-6000 ext. 117	--	Not Invited	
Dustin Fly	dfly@delmonteelectric.com			+1 925-829-6000 ext. 118	--	Not Invited	
Nick Norgaard	nnorgaard@delmonteelectric.com			+1 925-829-6000	--	Not Invited	
Scott Mullins	smullins@delmonteelectric.com			+1 925-829-6000 ext. 112	--	Not Invited	
dfly dfly	dfly@delmonteelectrico.com			--	--	Not Invited	
<b>Gray Electric</b>						<b>Not Invited</b>	--
--	admin@grayelectrico.com			+1 530-273-0686	--	Not Invited	
--	rob.sorum@grayelectrico.com			--	--	Not Invited	
Bill Mispley	billm@grayelectrico.com			+1 530-273-0686	--	Not Invited	
Robert Sorum	robs@grayelectrico.com			+1 530-273-0686	--	Not Invited	
Taylor Guerrette	taylor.guerrette@grayelectrico.com			+1 530-913-0432	--	Not Invited	
Travis Baker	travisb@grayelectrico.com			+1 530-273-0686	--	Not Invited	
<b>Hangtown Electric Inc.</b>						<b>Not Invited</b>	--
Brian Shiles	bshiles@hangtownelectric.com			+1 916-859-0500 ext. 312	--	Not Invited	
Derek Savage	dereks@hangtownelectric.com			+1 916-859-0500	+1 916-802-0999	Not Invited	
<b>Helix Electric, Inc.</b>						<b>Not Invited</b>	--
Angelica Becerra	abecerra@helixelectric.com			+1 858-535-0505 ext. 1335--		Not Invited	
Evan Millitello	emillitello@helixelectric.com			+1 925-683-8135	+1 925-683-8135	Not Invited	
Frank Alvernaz	falvernaz@helixelectric.com			+1 916-452-3175 ext. 5112--		Not Invited	
<b>KAGE Electric</b>						<b>Not Invited</b>	--
Arthur Hernandez	kageelectric@gmail.com			+1 714-515-0319	--	Not Invited	

<b>McGrath Electric, Inc.</b>						<b>Not Invited</b>	--
Adell McGrath	adell@mcgrathelectricinc.com	+1 707-422-4131	--			Not Invited	
Eric McGrath	eric@mcgrathelectricinc.com	+1 707-422-4131	--			Not Invited	
Lucas Wulff	lucasw@mcgrathelectricinc.com	+1 707-422-4131	+1 707-332-6080			Not Invited	
<b>PEI Placer Electric Incorporated</b>						<b>Not Invited</b>	--
Greg O'Connor	grego@placerelectric.com	--	--			Not Invited	
		+1 916-338-4400				Not Invited	
<b>Paschke Electric</b>						<b>Not Invited</b>	--
Rod Paschke	rodpaschke@sbcglobal.net	--	--			Not Invited	
		+1 530-661-2585				Not Invited	
<b>Paschke Electric, Inc.</b>						<b>Not Invited</b>	--
Michael Paschke	michael@paschkeelectric.com	--	+1 530-681-1099			Not Invited	
<b>Paul Durham Electric, Inc.</b>						<b>Not Invited</b>	--
Butch Kennedy	bkennedy@pdeus.com	+1 916-334-4343	--			Not Invited	
Jimmy Ehrig	jehrig@pdeus.com	+1 916-334-4343	+1 916-871-2847			Not Invited	
Paul Durham	pdurham@pdeus.com	+1 916-871-4509	--			Not Invited	
Ryan Clark	rclark@pdeus.com	+1 916-871-4235	--			Not Invited	
<b>Redwood Electric Group</b>						<b>Not Invited</b>	--
Brendon Qualls	bqualls@redwoodeg.com	(916) 774-0300	--			Not Invited	
David Bradfute	dbradfute@redwoodeg.com	(408) 393-5945	--			Not Invited	
Laura Mahoney	lmahoney@redwoodeg.com	+1 916-919-3441	--			Not Invited	
Michael Reynolds	mreynolds@redwoodeg.com	+1 916-774-0300	--			Not Invited	
John Jeville	jjeville@redwoodeg.com	+1 650-670-2060	--			Not Invited	
		+1 916-774-0300 ext. 3010	+1 916-826-8312			Not Invited	

<b>Rex Moore Group, Inc.</b>		--			<b>Not Invited</b>	--
Addie Brewer	addie.brewer@rexmoore.com	--			Not Invited	
David Rex	d.moore@rexmoore.com	+1 916-372-1300			Not Invited	
Rex Moore Estimating	estimators@rexmoore.com	+1 916-372-1300			Not Invited	
<b>Rosendin Electric, Inc.</b>		<b>+1 408-286-2800</b>			<b>Not Invited</b>	--
Rick Hansen	rshansen@rosendin.com	+1 925-895-2104			Not Invited	
Roberto Alvarado	ralvarado@rosendin.com	--	(415) 279-9414		Not Invited	
<b>Sac Valley Electric</b>		--			<b>Not Invited</b>	--
Mike Escoto	mikee@sacvalleyelectric.com	+1 916-302-7152			Not Invited	
<b>Schetter Electric, LLC</b>		<b>+1 916-446-2521</b>			<b>Not Invited</b>	--
Brandon Waterworth	bwaterworth@schetter.com	+1 916-446-2521 ext. 3288--			Not Invited	
Brett Nogleberg	bnogleberg@schetter.com	+1 916-446-2521	+1 916-382-6998		Not Invited	
Karin Oliveira	koliveira@schetter.com	+1 916-446-2521	--		Not Invited	
jack BAKER	jbaker@schetter.com	+1 916-446-2521	+1 916-502-4367		Not Invited	
<b>Tennyson Electric, Inc.</b>		--			<b>Not Invited</b>	--
Bid Assistant	bidassistant@tennysonelec.com	--			Not Invited	
David Zetterlund	david@tennysonelec.com	+1 925-523-9590			Not Invited	
Yesenia Santiago	estimating@tennysonelec.com	+1 925-390-0116			Not Invited	
<b>Vanden Bos Electric, Inc.</b>		--			<b>Not Invited</b>	--
Berkeley Bodine	berkeley@vdbelectric.com	+1 916-773-1500			Not Invited	
Kathryn	kathryn@vdbelectric.com	+1 916-773-1500			Not Invited	
Patrick Burke	pat@vdbelectric.com	+1 916-773-1500			Not Invited	
Patrick Burke	patrick@vdbelectric.com	--			Not Invited	
Todd Williams	todd@vdbelectric.com	+1 916-773-1500			Not Invited	
andy green	andy@vdbelectric.com	+1 916-773-1500			Not Invited	

<b>Whittington Electric</b>		<b>+1 530-823-3055</b>		<b>Not Invited</b>	--
Chris Gore	chris@whittingtonelectricinc.com	+1 530-823-3055	+1 916-812-5996	Not Invited	
Fred Whittington	fredw@whittingtonelectricinc.com	+1 530-823-3055	--	Not Invited	
Todd Whittington	toddw@whittingtonelectricinc.com	+1 530-823-3055	--	Not Invited	

**31.20: Earthwork, Asphalt Paving**

Lead: Jeff Lee

Bids Due: Mar 16, 2023 at 2:00 PM PDT

<b>A.M. Stephens Construction Co., Inc.</b>				<b>Not Invited</b>	--
Greg Stephens	greg@amstephens.net	+1 209-333-0136	--	Not Invited	
Jr Saores	jr@amstephens.net	+1 209-333-0136	(209) 992-0130	Not Invited	
Steve Pritchard	steve@schoolhousebuilders.com	+1 916-768-6718	--	Not Invited	

<b>ASTA Construction Co., Inc.</b>				<b>Not Invited</b>	--
Geoff Dean	geoff@astaconstruction.com	+1 707-374-6472	+1 707-249-3562	Not Invited	

<b>Alcon General Engineering</b>				<b>Not Invited</b>	--
Atilano Alcalá	otto@alcongeneralengineering.com	+1 916-381-4600	--	Not Invited	
Bryan Freeman	bfreeman916@gmail.com	--	--	Not Invited	
Jorge Jimenez	jorge@alcongeneralengineering.com	+1 916-381-4600	--	Not Invited	
Juan Alcalá	maria.alcon@att.net	+1 916-381-4600	--	Not Invited	
Martin Alcalá	martin@alcongeneralengineering.com	+1 916-381-4600	--	Not Invited	
Sebastian Alcalá	sebastian@alcongeneralengineering.com	+1 916-381-4600	--	Not Invited	

<b>Bay Cities Paving &amp; Grading Inc.</b>		<b>+1 925-687-6666</b>		<b>Not Invited</b>	--
Reza Golzar	rgolzar@baycities.us	+1 925-446-6005	--	Not Invited	
Robert Rosas	rrosas@baycities.us	+1 925-446-6058	--	Not Invited	

<b>Bowen Engineering &amp; Environmental</b>		<b>+1 559-233-7464</b>		<b>Not Invited</b>	--
Arline Parfitt	office@bowendemo.com	+1 559-233-7464	+1 559-994-0017	Not Invited	
Erik Bowen	erikb@bowendemolition.com	+1 559-233-7464	+1 559-352-6134	Not Invited	

<b>Clauss Construction</b>			<b>+1 619-390-4940</b>		<b>Not Invited</b>	--
Daniel Stokes	daniel@clausconstruction.com		+1 619-390-4940	+1 619-375-8072	Not Invited	
Estimating Department	estimator@clausconstruction.com		+1 619-390-4940 ext. 214	+1 619-375-8072	Not Invited	
<b>Demolition Services &amp; Grading Inc (DSGI)</b>			--		<b>Not Invited</b>	--
Sarah Meyer	smeyer@dsgi.co		+1 209-456-9741	--	Not Invited	
<b>Duran and Venables</b>			<b>+1 408-934-7300</b>		<b>Not Invited</b>	--
Michael Stogner	mikes@dvpave.com		+1 408-934-7300	+1 408-639-1903	Not Invited	
Tim Pham	tim@dvpave.com		--	--	Not Invited	
<b>Dutch Contracting Inc</b>			<b>+1 916-606-4825</b>		<b>Not Invited</b>	--
Matt Murphy	matt@dutchcoinc.com		+1 916-436-5422	+1 916-613-5570	Not Invited	
Nicholas Zwetsloot	nick@dutchcoinc.com		+1 916-436-5422	+1 916-606-4825	Not Invited	
<b>Evans Brothers Inc.</b>			<b>+1 925-443-0225</b>		<b>Not Invited</b>	--
Jose Raymundo	jose@evansbrothers.com		+1 925-443-0225	+1 925-605-8625	Not Invited	
Will Evans	wil@evansbrothers.com		+1 925-443-0225 ext. 202	+1 925-580-2168	Not Invited	
<b>Geopier Northwest, Inc.</b>			--		<b>Not Invited</b>	--
Adam Killinger	akillinger@geopier.com		+1 916-216-7261	+1 916-216-7261	Not Invited	
Kyle Lenehan	klenehan@geopier.com		+1 916-216-7261	--	Not Invited	
<b>Goodfellow Bros. California, LLC</b>			<b>+1 925-245-5938</b>		<b>Not Invited</b>	--
	kyles@goodfellowbros.com		--	--	Not Invited	
Keith Jones	keithj@goodfellowbros.com		+1 209-321-1503	--	Not Invited	
Kyle Stuart	kylest@goodfellowbros.com		+1 925-245-2177	--	Not Invited	
Michael Cauthorn	michaelca@goodfellowbros.com		+1 209-480-6033	--	Not Invited	
Steven Thomas	steventh@goodfellowbros.com		+1 916-439-9209	+1 916-439-9209	Not Invited	

**Granite Construction Company**

Ashley Lasiter	ashley.lasiter@gcinc.com	--	+1 916-257-0718	--	Not Invited	--
Colin Crawford	colin.crawford@gcinc.com		+1 916-855-4400	+1 916-369-0429	Not Invited	
David Wood	davidj.wood@gcinc.com		+1 916-855-4400	+1 360-606-8299	Not Invited	
Mark Shafer	mark.shafer@gcinc.com		+1 916-855-4453	+1 916-825-5111	Not Invited	
Miki Hont	miki.hont@gcinc.com	--	--	--	Not Invited	--
Sean Carnahan	sean.carnahan@gcinc.com		+1 916-855-4483	+1 916-825-4985	Not Invited	
Steve DeBlasio	steven.deblasio@gcinc.com		+1 916-855-4409	--	Not Invited	

**Hyperion Demolition**

adam stringham	adam@hyperiondemolition.com		+1 916-706-9169	+1 916-706-9169	Not Invited	--
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**Lund Construction**

Lund Construction	estimating@lundconst.com		+1 916-344-5800	+1 530-312-8774	Not Invited	--
Matt Anderson	manderson@lundconst.com		+1 916-793-4393	--	Not Invited	

**Martin Brothers Construction**

Connie Dennis	estimating@martinbrothers.net	--	+1 916-381-0911	--	Not Invited	--
Mike Hutchings	mhutchings@martinbrothers.net		+1 916-642-1232	+1 916-649-9550	Not Invited	
Nick Rutherford	nrutherford@martinbrothers.net		+1 916-381-0911	+1 916-757-5098	Not Invited	

**Martin General Engineering Inc.**

--	estimating@martingeneral.net	--	+1 916-355-8101	--	Not Invited	--
Adrian Martin	amartin@martingeneral.net		+1 916-355-8101	--	Not Invited	

**McCuen Construction, Inc.**

--	gbroad@mccueninc.com	--	--	--	Not Invited	--
Mandy Netherby	anetherby@mccueninc.com		+1 916-652-7824	--	Not Invited	
Will Broad	wbroad@mccueninc.com		--	--	Not Invited	



<b>McGuire and Hester</b>		<b>+1 916-372-8910</b>		<b>Not Invited</b>	--
(Sac) Estimating Department	sacestimating@mcguireandhester.com	+1 916-372-8910	--	Not Invited	
Dave Koerber	dkoerber@mcguireandhester.com	+1 916-372-8910	--	Not Invited	
Estimating Department	estimating@mcguireandhester.com	+1 510-632-7676	--	Not Invited	
Hugo Guitierrez	hgutierrez@mcguireandhester.com	+1 916-873-2690	--	Not Invited	
<b>Native Field Construction</b>		--		<b>Not Invited</b>	--
Jeremy Field	jfield@nativefieldconstruction.com	+1 916-801-5467	--	Not Invited	
<b>O.C. Jones &amp; Sons Inc.</b>		<b>+1 510-526-3424</b>		<b>Not Invited</b>	--
Donat Galicz	dgalicz@ocjones.com	+1 510-809-3498	+1 562-922-4150	Not Invited	
Greg Souder	gsouder@ocjones.com	+1 510-809-3430	+1 510-719-5297	Not Invited	
<b>Pioneer Grading &amp; Paving Inc.</b>		--		<b>Not Invited</b>	--
Mitch Campbell	pioneergrading@aol.com	+1 916-482-8850	+1 916-416-6907	Not Invited	
<b>Rock Morgan Enterprises</b>		<b>+1 209-274-0735</b>		<b>Not Invited</b>	--
rock morgan	rockmorgan11@gmail.com	+1 209-274-0735	--	Not Invited	
<b>Select Environmental</b>		<b>+1 916-256-3899</b>		<b>Not Invited</b>	--
Harold Williams	harold.selectenviro@gmail.com	+1 916-256-3899	+1 916-273-0633	Not Invited	



<b>Concrete North</b>						<b>Not Invited</b>	--
Greg Barkley	gbarkley@concretenorth.net	+1 209-745-7400	+1 209-745-7400	+1 209-452-5255		Not Invited	
Josh Setum	estimating@concretenorth.net	+1 209-745-7400		--		Not Invited	
Josh Setum	jsetum@concretenorth.net	+1 209-745-7400		--		Not Invited	
Michael Soave	msoave@concretenorth.net	+1 707-391-7628		--		Not Invited	
Randy Barnes	rbarnes@concretenorth.net	+1 209-745-7400	+1 209-843-1525			Not Invited	
shawn daniel	shawn@concretenorth.net	+1 209-745-7400		--		Not Invited	
<b>District Concrete Construction, Inc.</b>						<b>Not Invited</b>	--
Gerardo Correa	gerardo@districtconcrete.com	+1 916-790-0481		--		Not Invited	
<b>J Lussier Construction</b>						<b>Not Invited</b>	--
Jason Lussier	jlussierconstruct@sbcglobal.net	--	+1 530-676-8783	+1 530-363-0085		Not Invited	
<b>Lamon Construction Co., Inc.</b>						<b>Not Invited</b>	--
Frank Gildea	fgildea@lamonconstruction.com	+1 530-671-1370	(530) 870-0203	--		Not Invited	
Jacob Gildea	jgildea@lamonconstruction.com	+1 530-329-4618		--		Not Invited	
Ken Norton	knorton@lamonconstruction.com	+1 530-671-1370		--		Not Invited	
<b>R &amp; R Maher Construction Company, Inc.</b>						<b>Not Invited</b>	--
Doug Maher	doug@maherconcrete.com	+1 707-552-0330		--		Not Invited	
Ken Scolavino	ken@maherconcrete.com	+1 707-552-0330		--		Not Invited	
Nick Dewald	nickd@maherconcrete.com	+1 707-552-0330		--		Not Invited	
<b>R.E. Maher Inc.</b>						<b>Not Invited</b>	--
Chris Cortese	chris@remaherinc.com	+1 707-642-3907	+1 707-642-3907 ext. 228	--		Not Invited	
Jackson Maher	jackson@remaherinc.com	+1 707-642-3907		--		Not Invited	

<b>Robert A. Bothman, Inc.</b>			<b>+1 408-279-2277</b>			<b>Not Invited</b>	--
Andrew Bothman	andrew.bothman@bothman.com		+1 408-279-2277	--		Not Invited	
Andy Moore	amoore@bothman.com		+1 408-279-2277	--		Not Invited	
Brian Bothman	bbothman@bothman.com		+1 408-279-2277	--		Not Invited	
Joan Padilla	estimating@bothman.com		+1 408-279-2277	--		Not Invited	
Joan Padilla	jpadilla@bothman.com		--	--		Not Invited	
Randy Hall	rhall@bothman.com		+1 408-279-2277	--		Not Invited	
Spencer Harris	sharris@bothman.com		+1 831-818-9023	--		Not Invited	
<b>Starch Concrete Inc</b>			--	--		<b>Not Invited</b>	--
Cathy Luong	cluong@starchconcrete.com		+1 916-836-8889	--		Not Invited	
Danielle Kent	dkent@starchconcrete.com		+1 916-836-8889	--		Not Invited	
Denny Mann	dmann@starchconcrete.com		+1 916-836-8889 ext. 108	+1 916-546-6493		Not Invited	
Estimating Department	estimating@starchconcrete.com		+1 916-836-8889	--		Not Invited	
Jeffrey Goin	jgoin@starchconcrete.com		+1 916-202-2084	--		Not Invited	
<b>Urata &amp; Sons Concrete, LLC.</b>			<b>+1 916-638-5364</b>			<b>Not Invited</b>	--
Brian Brandt	brianb@urataconcrete.com		+1 916-757-0773	+1 916-757-0773		Not Invited	
David Miller	davem@urataconcrete.com		+1 760-802-3590	--		Not Invited	
Michael Rhana	michaelr@urataconcrete.com		+1 916-870-1110	--		Not Invited	
Siobhan McCormack	siobhanm@urataconcrete.com		+1 916-638-5364	--		Not Invited	
<b>WEST VALLEY CONCRETE INC</b>			--	--		<b>Not Invited</b>	--
Bryan Valencia	bryan@wvcinc.com		+1 209-236-7091	+1 209-456-6538		Not Invited	
Lamar Matthews	lamar@wvcinc.com		+1 209-236-7091	--		Not Invited	

32.30: Fences &amp; Gates

Lead: Jeff Lee

Bids Due: Mar 16, 2023 at 2:00 PM PDT

<b>All Steel Fence Inc</b>			<b>+1 209-983-8409</b>			<b>Not Invited</b>	--
Gil Sequeira	estimating@allsteel fenceinc.com		+1 209-983-8409	--		Not Invited	
Jerry Tyler	sales@allsteel fenceinc.com		+1 209-983-8409	+1 209-649-4016		Not Invited	

<b>Arrow Fence Company</b>	--				<b>Not Invited</b>	--
Armando Ramirez	+1 916-251-6346	armando@arrowfencecompany.com			Not Invited	
Michael Murphy	+1 916-626-3030	mike@arrowfencecompany.com			Not Invited	
Ravi Gill	+1 916-586-0475	ravi@arrowfencecompany.com			Not Invited	
<b>Bayshore Fence</b>	--				<b>Not Invited</b>	--
Scot Cluck	--	scot@bayshorefencecompany.com			Not Invited	
<b>Burton Fencing</b>	--				<b>Not Invited</b>	--
	+1 925-518-7810	matt@burtonfencing.com			Not Invited	
<b>Crusader Fence</b>	--				<b>Not Invited</b>	--
Codi Boek	(916) 661-2681	codi@crusaderfence.com			Not Invited	
Colebe Massie	+1 707-656-6101	colebe@crusaderfence.com		+1 707-656-6101	Not Invited	
Estimating Department	(916) 631-9191	bids@crusaderfence.com		--	Not Invited	
Nathan Boek	+1 916-631-9191	nathan@crusaderfence.com		+1 916-997-3920	Not Invited	
<b>Fence Corp. Inc.</b>	<b>+1 951-686-3170</b>				<b>Not Invited</b>	--
Adrian Razo	+1 916-388-0887	a.razo@fencecorp.us		--	Not Invited	
Branden Acrey	+1 760-217-4346	b.acrey@fencecorp.us		+1 760-217-4346	Not Invited	
Brandon Bachman	+1 916-388-0887	b.bachman@fencecorp.us		--	Not Invited	
<b>Linmoore Fencing &amp; Iron Works</b>	--				<b>Not Invited</b>	--
Sierra Linstroth	+1 916-725-4321	info@linmoorefencing.com		--	Not Invited	
<b>Pisor Fence Division, Inc. / Antelope Iron</b>	<b>+1 916-726-1173</b>				<b>Not Invited</b>	--
Drew Vincent	+1 916-726-1173	avincent@pisorfence.net		--	Not Invited	
Kelli Olsen	+1 916-560-3812	kolsen@pisorfence.net		--	Not Invited	

33.00: Site Utilities

Lead: Jeff Lee

Bids Due: Mar 16, 2023 at 2:00 PM PDT

<b>ASTA Construction Co., Inc.</b>	--					<b>Not Invited</b>	--
Geoff Dean	+1 707-374-6472	geoff@astaconstruction.com	+1 707-249-3562			Not Invited	
<b>Frontline General Engineering Construction INC</b>	--					<b>Not Invited</b>	--
Jesus Pedroza Pedroza	+1 510-520-2464	jp@frontlinegeneralconstruction.com	--			Not Invited	
<b>Granite Construction Company</b>	--					<b>Not Invited</b>	--
Ashley Lasiter	+1 916-257-0718	ashley.lasiter@gcinc.com	--			Not Invited	
Colin Crawford	+1 916-855-4400	colin.crawford@gcinc.com	+1 916-369-0429			Not Invited	
David Wood	+1 916-855-4400	davidj.wood@gcinc.com	+1 360-606-8299			Not Invited	
Miki Hont	--	miki.hont@gcinc.com	--			Not Invited	
Sean Carnahan	+1 916-855-4483	sean.carnahan@gcinc.com	+1 916-825-4985			Not Invited	
Steve DeBlasio	+1 916-855-4409	steven.deblasio@gcinc.com	--			Not Invited	
<b>Lund Construction</b>	<b>+1 916-344-5800</b>					<b>Not Invited</b>	--
Harijwan Chatha	+1 916-344-5800	hchatha@lundconst.com	--			Not Invited	
Jeff Lund	+1 916-344-5800	jlund@lundconst.com	--			Not Invited	
Lund Construction	+1 916-344-5800	estimating@lundconst.com	+1 530-312-8774			Not Invited	
Matt Anderson	+1 916-793-4393	manderson@lundconst.com	--			Not Invited	
<b>McGuire and Hester</b>	<b>+1 916-372-8910</b>					<b>Not Invited</b>	--
(Sac) Estimating Department	+1 916-372-8910	sacestimating@mcguireandhester.com	--			Not Invited	
Dave Koerber	+1 916-372-8910	dkoerber@mcguireandhester.com	--			Not Invited	
Estimating Department	+1 510-632-7676	estimating@mcguireandhester.com	--			Not Invited	
<b>Mozingo Construction, Inc.</b>	<b>+1 209-848-0160</b>					<b>Not Invited</b>	--
David Parr	+1 209-493-0747	dparr@mozingoconstruction.com	--			Not Invited	
Kevin Ratliff	+1 209-848-0160	kratliff@mozingoconstruction.com	+1 916-306-8560			Not Invited	
Phil Gianfort	+1 209-848-0160	pgianfortone@mzingoconstruction.com	+1 209-743-7481			Not Invited	
Sarah Baker	+1 209-848-0160 ext. 6904	sbaker@mzingoconstruction.com	--			Not Invited	



<b>Teichert, Inc.</b>						<b>Not Invited</b>	--
Brooks Taylor	btaylor@teichert.com	+1 916-757-6489	+1 916-846-4495			Not Invited	
Butch Fund	bfund@teichert.com	+1 916-757-6464	+1 916-396-3763			Not Invited	
Chuck Aldridge	caldridge@teichert.com	+1 916-757-6438	--			Not Invited	
Courtney Stone	cbanks@teichert.com	+1 916-645-4877	--			Not Invited	
Eric Buriel	eburiel@teichert.com	+1 209-983-2336	--			Not Invited	
Eric Streich	estreich@teichert.com	+1 916-757-6424	--			Not Invited	
Jay Lazarus	j Lazarus@teichert.com	+1 559-269-8531	--			Not Invited	
Josh Pulley	jpulley@teichert.com	--	--			Not Invited	
Kevin Simmons	ksimmons@teichert.com	+1 916-645-4887	+1 916-296-2458			Not Invited	
Lindsay Jones	ljones@teichert.com	+1 916-757-6426	--			Not Invited	
Michael Zenk	mzenk@teichert.com	+1 530-417-3611	--			Not Invited	
Nicole England	nengland@teichert.com	+1 916-645-4834	--			Not Invited	
Sean Heraty	sheraty@teichert.com	+1 916-757-6427	--			Not Invited	
Will Martin	wmartin@teichert.com	+1 209-983-2310	+1 209-337-5333			Not Invited	
<b>Theis Engineering, Inc.</b>						<b>Not Invited</b>	--
Cruz Rodriguez	cruz@theisengineering.com	+1 916-355-0222	+1 916-870-4870			Not Invited	
Pam Cruz	pamcruz@theisengineering.com	+1 916-355-0222	--			Not Invited	
<b>Weber General Engineering Inc.</b>						<b>Not Invited</b>	--
Vince Houser	vince@goweber.us	+1 530-795-1800	+1 530-795-1800			Not Invited	
<b>Western Engineering</b>						<b>Not Invited</b>	--
Kevin Kranjack	kkranjack@westeng.com	+1 916-652-3990	--			Not Invited	
Nicole Chappell	nchappell@westeng.com	+1 916-652-3990	--			Not Invited	
Nicole Wertz	nwertz@westeng.com	+1 916-296-1461	--			Not Invited	
Steve Keating	skeating@westeng.com	+1 916-652-3990	--			Not Invited	



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**Construction**

900

4

**INVOICE FOR ORDER #12328**

**Published on 02-23-2023 at 09:44 AM PST**

**Project Name: Cesar Chavez/Edward Kemble New Construction and Modernization**

**Contract/Bid #: 17530000**

**Awarding Agency: Balfour Beatty-Clark/Sullivan, A Joint Venture**

**Total Amount OWED: \$30.00**

NAL

## Construction

Qualified DVBE subcontractors and/or suppliers to provide Portable Relocation, Final Clean, Existing Conditions, Demo, Flooring, Signage, Structures, Plumbing, HVAC, Electrical, Low Voltage, Earthwork, Asphalt Paving, Concrete Paving, Fences and Gates,

semble New Construction and Modernization

livan, A Joint Venture

ento, CA, 95822

**OUTREACH COORDINATOR:**

Joe Hucik

**TELEPHONE:**

916-220-9391

**FAX:**

**ADDRESS:**

400 Capitol Mall, Ste. 900 Sacramento , CA, 95814

**EMAIL:**

[jhucik@balfourbeattyus.com](mailto:jhucik@balfourbeattyus.com)

S:

[ews.com/assets/outreach\\_files/3130/167717419001301InvitationtoBid.pdf](https://www.compliancenews.com/assets/outreach_files/3130/167717419001301InvitationtoBid.pdf)



## Balfour Beatty Construction

is seeking certified and qualified DVBE subcontractors and/or suppliers to provide Portable Relocation, Final Clean, Existing Conditions, Dem  
Fabricated Engineered Structures, Plumbing, HVAC, Electrical, Low Voltage, Earthwork, Asphalt Paving, Concrete Paving, Fences and Gates.

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able New Construction and Modernization

:  
livan, A Joint Venture  
:  
ento, CA, 95822

**OUTREACH COORDINATOR:**

Joe Hucik

**TELEPHONE:**

916-220-9391

**FAX:**

**ADDRESS:**

400 Capitol Mall, Ste. 900 Sacramento , CA, 95814

**EMAIL:**

[jhucik@balfourbeattyus.com](mailto:jhucik@balfourbeattyus.com)

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News

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is looking for DVBE in Sacramento, California

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# **Balfour Beatty** Construction

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## INC 01 CCD 01 ROM Allowance

Reference Emails dated 4/18/23-4/24/23 for Anticipated Scope of Work

DESCRIPTION	AMOUNT	NOTES
<b>Con J Franke Electrical Budget</b>	\$ 1,034,700.00	Sub ROM Quote
Electrical Design Development	\$ 100,000.00	
<b>OC Jones Earthwork Budget</b>	\$ 220,500.00	Sub ROM Quote
Offhaul of limetreated spoils generated	\$ 300,000.00	
Grading Design Development	\$ 150,000.00	
<b>Waller Inc. Site Utility Budget</b>	\$ 837,375.00	Sub ROM Quote
Site Utility Design Development	\$ 424,000.00	
BIM/CAD As Builts Site Utilities	\$ 34,839.00	
Site Survey	\$ 22,500.00	
QSP Monitor	\$ 18,000.00	\$3,000 x 6 Mos
SWPPP Monthly Maintenance	\$ 45,000.00	\$7,500 x 6 Mos
SWPPP BMPs	\$ 45,000.00	
<b>Demolition</b>	\$ 150,000.00	
Unidentified Site Utilities for Demo	\$ 40,000.00	
<b>Design Development - Additional Trades</b>	\$ 200,000.00	
<b>General Conditions - 6 Months</b>	\$ 628,086.00	\$104,681 x 6 Mos
<b>General Requirements - 6 Months</b>	\$ 450,000.00	\$75,000 x 6 Mos
<b>TOTAL INC 01 CCD ROM ALLOWANCE</b>	<b>\$4,700,000.00</b>	



ELECTRICAL CONTRACTING & ENGINEERING  
STOCKTON CA. SINCE 1925

## **BID LETTER**

**DIVISIONS 26, 27 & 28**

TO: BALFOUR BEATTY  
ATTN: JOE HUCIK  
FAX:  
PHONE:  
E-Mail: [JHucik@Balfourbeattyus.com](mailto:JHucik@Balfourbeattyus.com)

BID DATE: 04/26/2023  
TIME: 2:00 PM

**PROJECT: KEMBLE-CHAVEZ INC INC 1 CCD ROM**

**BASE BID: \$1,034,700.00**

**ADDENDUMS NOTED: X**

### **INCLUSIONS:**

- 1) INCLUDES ALL ELECTRICAL COMPLETE PER ELECTRICAL PLAN 3.E-101 ONLY, TO WITHIN 5' OF BUILDING PAD. CONDUIT SYSTEM ONLY, NO WIRING!
- 2) INCLUDES COORDINATION WITH OTHER TRADES, AS NEEDED, FOR OUR INSTALLATIONS
- 3) INCLUDES EXCAVATION, BACKFILL, AND COMPACTION FOR OUR DUCTBANK INSTALLATIONS
- 4) INCLUDES CONCRETE PULL BOXES AS SHOWN.
- 5) INCLUDES ALL APPLICABLE TAXES

### **EXCLUSIONS:**

- 1) EXCLUDE PERMITS, FEES, UTILITY FEES AND PERFORMANCE & PAYMENT BONDS.
- 2) CON J. FRANKE ELECTRIC DOES NOT ACCEPT TYPE 1 INDEMNIFICATION LANGUAGE.
- 3) EXCLUDE ALL FEE'S ASSOCIATED WITH SOFTWARE REQUIRED BY OWNER OR CONTRACTOR IN RELATION TO BIM, PROJECT MANAGEMENT, DOCUMENTATION CONTROL, FINANCIAL CONTROL, PAYMENT MANAGEMENT, ETC
- 4) EXCLUDE ALL ELECTRICAL WORK NOT SPECIFICALLY LISTED ABOVE OR SHOWN ON THE ELECTRICAL DRAWINGS
- 5) EXCLUDE ALL CONDUCTORS AND LOW VOLTAGE WIRING.
- 6) EXCLUDE TEMPORARY CONSTRUCTION POWER AND LIGHTING
- 7) EXCLUDE TEMPORARY FACILITIES AND CONTROLS
- 8) EXCLUDE ROOFING, FENCING, DE-WATERING, STORM WATER RECOVERY & SWPPP'S, DUST CONTROL, WASH-DOWN FACILITY, LANDSCAPING AND SITE SECURITY

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- 9) EXCLUDE ALL SURVEYING AND STAKING; TO INCLUDE, BUT NOT LIMITED TO; LAND SURVEYING (COORDINATES, 4-POINT ELEVATIONS, POINT CALCULATIONS, BENCHMARKS, AND GRADING) AND IMAGING SURVEYS (I.E.: GPR OR X-RAY SCANS)
- 10) EXCLUDE ALL DEMO (EXCEPT TO MAKE ELECTRICALLY SAFE); BUILDING STRUCTURES, CONCRETE PADS, POLE BASES, UG CONDUITS & DUCTBANKS AND OTHER DEMO
- 11) EXCLUDE DUMPSTER AND REMOVAL OF SPOILS, INCLUDING EXCESS TRENCHING SOILS
- 12) EXCLUDE BOLLARDS, RAILINGS, AND POSTS
- 13) EXCLUDE PAINTING AND PATCHING OF WALLS AND CEILINGS FOR OUR INSTALLATIONS.
- 14) EXCLUDE PAINTING OF CONDUITS, IF REQUIRED
- 15) EXCLUDE ALL CONCRETE PADS (NOT LISTED ABOVE), FLOW METER VAULTS, LEVELLING CHANNEL, CURBS, SIDEWALKS, AND FLATWORK
- 16) EXCLUDE SUN SHIELD/SHADE STRUCTURES. WE WILL SUPPLY INDIVIDUAL SUN SHIELDS ONLY FOR OUR INSTRUMENTS WHERE REQUIRED
- 17) EXCLUDE SAWCUT, REMOVAL, DISPOSAL AND PATCH-BACK OF AC AND CONCRETE; INCLUDING CIVIL AND PAVING SPECIFICATIONS AND ASSOCIATED WORK SUCH AS FORMS, FABRIC, CUT-BACK, SCARIFICATION, SUB-GRADE AB, AND AB COMPACTION
- 18) EXCLUDE 3<sup>RD</sup> PARTY TESTING AND INSPECTIONS, IF REQUIRED.
- 19) EXCLUDE WELDING AND/OR GAS TORCH CUTTING, IF REQUIRED
- 20) EXCLUDE DEMO AND OR REMOVAL AND DISPOSAL OF HAZARDOUS MATERIALS OR WASTE; NOT BROUGHT ON SITE BY CJF
- 21) EXCLUDE ALL TRAFFIC SIGNAL WORK (NEW OR TEMPORARY), TRAFFIC CONTROL, AND/OR FLAGMEN
- 22) EXCLUDE ALL ELECTRICAL TESTING FOR EQUIPMENT, MOTORS AND OR DEVICES NOT LISTED AS INCLUDED BY CJF HEREIN

**GENERAL TERMS:**

- WE DO NOT ACCEPT OR AGREE TO ANY CHANGES TO THIS PROPOSAL
- UNLESS NOTED ABOVE, THIS BID IS LIMITED TO THE ELECTRICAL PLANS AND SPECIFICATIONS, ASSOCIATED WITH THE SCOPE INCLUDED IN THIS BID
- ALL WORK IS ESTIMATED TO BE INSTALLED ON DE-ENERGIZED EQUIPMENT, DURING NORMAL WORKING HOURS
- INCLUDES ALL APPLICABLE TAXES
- THIS PROPOSAL IS SUBJECT TO A MUTUALLY ACCEPTABLE CONTRACT & SCHEDULE
- ALL ELECTRICAL WORK SHALL BE PERFORMED BY CERTIFIED ELECTRICIANS AS REQUIRED BY CALIFORNIA STATE LAW
- ALL LABOR IS PROPOSED AT PREVAILING WAGE
- INCLUDES COORDINATION WITH OTHER TRADES, AS NEEDED, FOR OUR INSTALLATIONS
- CONTRACTOR UNDERSTANDS CJF WILL NOT PERFORM ANY WORK OR ISSUE ANY PO'S RELATED TO THIS PROPOSAL UNTIL WE ARE IN POSSESSION OF A FULLY EXECUTED CONTRACT
- CJF DOES NOT ACCEPT ANY CONTRACT LANGUAGE THAT MODIFIES THE BID SCOPE HEREIN

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STOCKTON CA. SINCE 1925

- CJF SHALL NOT BE LIABLE FOR ANY DELAYS ATTRIBUTED TO EXECUTION OF A SUBCONTRACT THAT DOES NOT INCLUDE ALL TERMS, INCLUSIONS AND EXCLUSIONS AS LISTED HEREIN
- CON J. FRANKE ELECTRIC IS **NOT** CERTIFIED AS A SBE, DBE, MBE, WBE OR DVBE CONTRACTOR
- ALL IBEW UNION LABOR AND AN EQUAL OPPORTUNITY EMPLOYEES
- IF OUR PROPOSAL IS USED IN THE BID OF THE SUCCESSFUL CONTRACTOR, THE CONTRACTOR AGREES TO AWARD US A SUBCONTRACT FOR ALL WORK INCLUDED AND EXCLUDED IN OUR PROPOSAL IN ACCORDANCE WITH THE TERMS OF THE CONTRACT DOCUMENTS AS MODIFIED BY THE CONDITIONS SET FORTH IN THIS SCOPE LETTER AND IN THE AMOUNT SET FORTH IN OUR PROPOSAL
- FORCE MAJEURE: Con J Franke Electric shall not be liable for failure or delay to perform obligations under this agreement, which have become practicably impossible because of circumstances beyond the reasonable control of CJF (herein "Force Majeure Event"). A Force Majeure Event shall include, without limitation: natural disasters or acts of God; acts of terrorism; labor disputes or stoppages; war; government acts or orders; epidemics, pandemics or outbreak of communicable disease; public health emergency; quarantines; national or regional emergencies; or any other cause, whether similar in kind to the foregoing or otherwise, beyond the CJFs' reasonable control. CJF shall provide prompt notice to Contractor of any failure or delay in performance due to a Force Majeure Event. In the event of a Force Majeure Event, CJF shall be entitled to an equitable adjustment in the time of completion or contract requirements, and contract price, paid on actual costs basis.
- ESCALATION CLAUSE: In the event of a significant delay or price increase of materials, equipment, or labor during the performance of the contract, through no fault of CJFs, CJF shall be entitled to an equitable adjustment in the time of completion, contract requirements, and the contract price, in an amount reasonably necessary to cover any such significant price increases. Where the delivery of materials or equipment is delayed, through no fault of CJFs, as a result of material shortage or unavailability, CJF shall not be liable for any additional costs or damages associated with such delay(s).

**DUE TO VOLATILE MATERIAL PRICING, THIS PROPOSAL IS VALID FOR 30 DAYS**

REGARDING THIS BID, CONTACT: **JOHN SHEPARD** - [john.shepard@cjfranke.com](mailto:john.shepard@cjfranke.com)  
Direct: 209-639-4341

CA LICENSE: #288366      CLASSIFICATION: C-10      EXPIRATION DATE: 6/30/2024  
DIR#: 1000000355      REGISTERED: 5/12/2016      EXPIRATION DATE: 6/30/2024

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O.C. Jones & Sons, Inc.  
General Engineering Contractor  
www.ocjones.com

April 26, 2023

**ROM for Increment No. 02**

Attn: Joe Hucik  
Estimator  
Balfour Beatty Construction, LLC  
Re: SCUSD Chavez-Kemble ES Inc 02 ROM, Sacramento, CA

O.C. Jones & Sons, Inc. (OCJ) proposes the following cost proposal to furnish labor, equipment, and materials for work on the above referenced project. Our proposal is based on the current specifications and civil plans only which are 100% Schematic Design for Increment No. 02, dated January 10, 2023, by Lionskins

**ROM Lump Sum Cost - \$220,500.00**

1. Earthwork includes cut/fill, compaction, grading, completing subgrade and off-hauling 160 CY of clean soil. Includes fine grading building pads to the limits indicated on Plan Sheet 2CG101.
2. Lime treat Building Pads 12" Deep as indicated per Sheet 2CG101 with Quicklime based on a spread rate of 5lbs/sf, and a soil weight of 110 pcf.
3. 3 Days of Water Curing with a water truck as indicated per Contract Specification Section 31-32-00.

**Clarifications:**

1. O.C. Jones above pricing is for budgeting purposes only, O.C. Jones will provide final pricing once approved drawings and specifications are provided.
2. O.C. Jones pricing is based on completing the above-mentioned work only. Any additional work shall be negotiated separately. Rental work per OCJ rental rates.
3. The inclusions, exclusions, and conditions in this letter shall be made part of any subsequent contract.
4. All base bid clarifications and exclusions shall apply to this ROM.
5. The above work shall be completed in standard 8 hours M-F – 7:30 a.m. to 4:00 p.m. as noted on plans.
6. Mobilization shall be completed as follows:
  - Rough grade – 1 mobilization.
  - Lime treat and finegrade building pads – 1 mobilization.
7. No phasing of the work. Price based on continuous operation for that mobilization. Any phasing or piecemealing of the work would be at added cost to be negotiated separately.
8. All pricing is good until the end of 2023.
9. Our bid assumes metered construction water will be available from the closest city/ municipal utility hydrant. Our bid does not include the cost to haul water from alternative sources due to drought conditions. (i.e., recycled water from a water or treatment plant).
10. All soil on-site is assumed to be acceptable to be utilized as engineered fill. Should the geo-technician state the soil is not suitable, OCJ will negotiate to off-soil and import engineered fill.

April 26, 2023

11. Analytical soil testing by prime contractor will need to be conducted prior to off-haul of soil to ensure that O.C. Jones' soil dump site can accept the soil. Our price is based on the soil being clean.
12. Off-haul may be delayed if dump or project site is non-accessible due to rain or wet conditions.
13. Lime treatment to be completed prior to installation of underground utilities less than 2ft deep from subgrade or excavation of footings. Utility lines deeper than 2ft may be completed prior to lime treat but must be marked out by others prior to lime treatment.

**Exclusions:**

1. CCIP participation.
2. Working in wet conditions or if soil is over optimum due to weather.
3. Over-excavation and recompaction of existing soil, this work will be negotiated if loose fill is encountered.
4. Demolition, well abandonment, or removal of vegetation.
5. Termite control and herbicide treatment.
6. Design of SWPPP Plan, SWPPP, Erosion Control Measures.
7. Steel rumble plates, dust control (except for our operations), truck wash station, hydroseeding, and erosion control.
8. Tree or utility pole removals, tree trimming, rooting pruning, or tree protection.
9. Temporary fencing, traffic control except for our scope of work offsite, k-rail, traffic control plans, temporary barricades, or tree protection.
10. Structure excavation or backfill for footings or walls.
11. Shoring, waterproofing, or dewatering.
12. Underground removal, relocation, abandonment, or temporary lines.
13. Builders Risk Insurance, Bond, Permits, Testing Fees, and Fees. Bond Rate 0.8%.
14. Engineering, air monitoring, guard service, testing, QC/QA, and inspection.
15. Survey, staking, or layout.
16. Handling or off-haul of any hazardous, contaminated, or asbestos laden fill.
17. Import, topsoil, or off-haul of any spoils/fills generated by others.
18. Curing seal for lime treatment, cure is based on utilizing water.
19. Overtime or weekend work.

If you have any questions regarding our bid proposal or pricing, please contact me in our Berkeley Office at (510) 809-3498 or via e-mail at [dgalicz@ocjones.com](mailto:dgalicz@ocjones.com).

Respectfully,



Donat Galicz

Estimator

O.C. Jones & Sons, Inc.



CA CL #879648  
 2229 Trinity Drive  
 Brentwood, CA 94513  
 Mike.WallerInc@comcast.net

**Contact:** Mike Waller  
**Phone:** 925-634-3663  
**Fax:** 925-634-3684  
**Cell:** 925-382-9762

Proposal Date: 4/28/2023

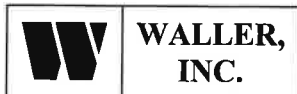
**Union:** Yes  
**Bond:** Included  
**Sales Tax:** Included  
**Bid Date:** 04/28/23

**Quote For: Kemble-Chavez ES Sacramento, Ca.**  
 ■ **Increment 1 "Gaps" and Inc 2 R.O.M.**

**Quote To:** Estimators  
**Phone:**  
**Fax:**  
**Email:**

**UTILITY R.O.M. SCOPE**

INC 2 SEWER		
MOBILIZATION	1	LS
POTHOLE (E) UTILITIES	5	EA
CONNECT TO (E) SEWER STUB, SS	3	EA
6" SDR 35 PVC, SS	647	LF
4" SDR 35 PVC, SS	166	LF
48" SSMH, SS	2	EA
4" COTG, SS	1	EA
6" COTG, SS	7	EA
<b>INC 2 SEWER SUBTOTAL</b>		<b>\$ 144,009</b>
INC 2 STORM		
CONNECT TO (E) STUB, SD	3	EA
CONNECT TO (E) SDMH	2	EA
ADJUST SDMH RIM TO GRADE	3	EA
10" HDPE, SD	343	LF
8" PVC SDR 35, SD	808	LF
6" SDR35 PVC, SD	267	LF
4" SDR35 PVC, SD	1,208	LF
24" SDDI, SD	15	EA
24" SDDI @ DROP OFF	2	EA
48" SDMH, SD	2	EA
9" X 9" DS CONNECTION BOX	23	EA
AREA DRAINS, SD	32	EA
FLOOR DRAINS, SD	13	EA
PLANTER DRAINS, SD	20	EA
8" COTG	1	EA
4" COTG, SD	3	EA
OUTFALLS AT SEDIMENT BASINS, SD	2	EA
<b>INC 2 STORM SUBTOTAL</b>		<b>\$ 349,678</b>



CA CL #879648

Proposal Date: 4/28/2023

INC 2 DOMESTIC		
ADD 3" WATER SERVICE TO BLDNG C1	1	EA
ADD 2" WATER SERVICE TO BLDNG	1	EA
ADD 4" DW PIPING WEST SIDE	297	LF
<b>INC 2 DOMESTIC SUBTOTAL</b>		<b>\$ 30,953</b>
INC 2 FIRE		
ADD 8" FS PIPING WEST SIDE, FS	292	LF
ADD 6" DR18 PVC "SP", FW WEST SIDE	285	LF
ADD 6" DR18 PVC (DRY FDC), FW	120	LF
ADD 6" FIRE RISERS	7	EA
CONNECT TO HYD STUBS AND INSTALL HYD	3	EA
(N) HYDRANT COMPLETE	1	EA
<b>INC 2 FIRE SUBTOTAL</b>		<b>\$ 186,986</b>
<b>SUB TOTAL FOR INC 2</b>		<b>\$ 711,626</b>
BOND FOR INC 2 @ 1.5%		\$ 10,674
<b>TOTAL FOR INC 2</b>		<b>\$ 722,300</b>
INC #1 (GAP ITEMS)		
MOBE (PARTIAL)	1	LS
6" SDR 35 PVC, SS	120	LF
6" COTG, SS	1	EA
ADD 10" STORM TO NE DETENTION POND	80	LF
AREA DRAIN @ 12" SD	1	EA
ADD 6" "SP" LINE @ DRY FDC	300	LF
6" "SP" LINE STUBS W/TBO, FW	7	EA
ADD TEE AND VALVE ON 8" FS, FH	3	EA
ADD 6" SCV @ (E) DDCV	1	EA
ADD 6" PIV @ (E) DDCV	1	EA
ADD 2" DW STUB TO BLDG	2	EA
<b>INC 1 "GAP" ITEMS SUBTOTAL</b>		<b>\$ 113,374</b>
BOND FOR INC 1 @ 1.5%		\$ 1,701
<b>TOTAL FOR INC #1</b>		<b>\$ 115,075</b>
<b>GRAND TOTAL INC #1 AND INC #2</b>		<b>\$ 837,375</b>



CA CL #879648

Proposal Date: 4/28/2023

**Notes:**

1. Approximate Spoils in UG Trenching to be left trench side are 950 cyds
2. On-site access to Construction Water to be supplied by Others.
3. Payment Terms, Net 30 days. Waller, Inc. retention to be reduced to 5%, 30 days after our scope of work is substantially complete.
4. This Proposal shall be incorporated into any Contract agreement.

**Inclusions:**

1. Sub grade to be + or - 6 in.
2. One mobilization only.
3. Oea Addendums.
4. Price is valid for 30 days from the Proposal Date.
5. All utilities to be stubbed 5' from building, except 6" Fire Risers.
6. **Mastic and Poly Bags for Corrosion Protection of ferrous metal pipe and fittings on FW System, per NFPA standards.**
7. **Due to current global supply chain issues, DIP, PVC, and HDPE, pipe & fittings, pricing is subject to change based on the current price at the time of shipment, and AVAILABILITY IS NOT GUARANTEED. This term supersedes all other contractual provisions.**
8. **Current delivery lead time for C-900 & SDR 35 PVC pipe and DIP Fittings is 8 - 12+ Weeks.**
9. **Current delivery lead time for Pre-Cast Concrete Structures is 6 - 8+ Weeks.**
10. **We have teamed up with O.C. Jones to remove our spoils from site.**

**Exclusions:**

1. Bonds, Permit Fees, Soils Engineering Fees, Encroachment Permits, Utility/Connection Fees, Meter Fee.
2. Demolition, Remove & Replace of existing site work, unless noted above and rock excavation
3. Hazardous waste removal or off-haul
4. Dewatering, Sump Pumps or installation for rain water.
5. Temporary Water Service and Meter fees, Erosion Control.
6. Survey Staking of proposed work and as-built surveying.
7. Final utility connections at buildings, Final Adjustment of Tamper Switches
8. Adjustment of Existing utility Boxes, valve cans, manholes and inlets, unless noted above
9. Irrigation and landscape remove and replace. Temporary Fencing and (E) Fencing R&R. Trench Drains. Splash Blocks. Thru Curb Drains. Pipe Bollards.
10. Unforeseen underground utilities and obstructions. Work not included in the above Scope
11. Spoils removal from trench side and off-haul. AC Paving off-haul.
12. **Removal or replacement of AC or Concrete**
13. **Repair of damaged (E) utilities not shown on the drawings. Restoration & Replacement of (E) Sitework, Landscape & Lawn Area.**
14. **Holiday work.**
15. **Site Fire Flow Calculations.**
16. **Corrosion Protection Design and Installation of Wires, Anodes and Test Stations.**
17. **Conduit in FW Trenches for Fire Alarm system.**
18. **Striping. AC Grinding. Slurry Seal. AC Reinforcing Fabric.**
19. **Fence removal, relocation or replace.**
20. **Contractor QSP for flushing Sewer, Storm Drain and Water Utilities.**
21. **Survey of (e) utilities.**
22. **AC/Concrete sawcut remove or replace.**
23. **Slurry backfill of any trenches.**
24. **Bio-retention Area work.**

Waller, Inc.

Michael G. Waller  
Michael G. Waller, Vice President

## Hucik, Joe

---

**From:** Hucik, Joe  
**Sent:** Monday, April 24, 2023 8:57 AM  
**To:** Jennifer Quigley  
**Cc:** Eli Gero; dporter@kitchell.com; Brian Bell; Koch, John; Frandsen, Kyle; Michael Flores  
**Subject:** RE: SCUSD Kemble-Chavez INC 01 - Forthcoming CCD ROM Allowance  
**Attachments:** Site Utilities Gap between Inc 1 and Inc 2.pdf

Thanks Jennifer – upon further review of the drawings for this INC 01 CCD ROM Allowance, our Site Utilities subcontractor noticed a gap in site utilities from INC 01 to INC 02. They have clouded and highlighted the lines and items that are shown in the INC 02 plans as being completed in INC 01, however they are not shown on the INC 01 DSA Approved Plans.

Please review and let us know how you want us to proceed with the “Gap” in the INC 01 and INC 02 Site Utilities as related to this CCD ROM Allowance and the current INC 02/03 estimate request.

Thank you,

### Joe Hucik, Assoc. DBIA

Senior Project Manager | Balfour Beatty  
O: (916) 760-0805 | C: (916) 220-9391  
E: jhucik@balfourbeattyus.com | www.balfourbeattyus.com

### Balfour Beatty

SACRAMENTO BUSINESS JOURNAL



2022 BEST PLACES TO WORK

**From:** Jennifer Quigley <jennifer.quigley@lionakis.com>  
**Sent:** Thursday, April 20, 2023 5:03 PM  
**To:** Hucik, Joe <JHucik@Balfourbeattyus.com>  
**Cc:** Eli Gero <egero@kitchell.com>; dporter@kitchell.com; Brian Bell <Brian.Bell@lionakis.com>  
**Subject:** RE: SCUSD Kemble-Chavez INC 01 - Forthcoming CCD ROM Allowance

External Email

Joe,

Please include the following sheets:

- 2C101
- 2CD101
- 2CG101
- 2CG102
- 2CS101
- 2CS102
- 2CK001
- 2CK101



- 2CS501
- 3CS102A – modified version for CCD
- 3CG101 – modified version for CCD
- 3CU101B – modified version for CCD
- 3CU101D – modified version for CCD
- 3CU102A – modified version for CCD
- 3CK001
- 3CK101 – modified version for CCD
- 3.E-101 – modified version for CCD

Thank you,

Jennifer Quigley | RA | ALEP | LEED AP BD+C | Senior Associate  
**LIONAKIS** | [www.lionakis.com](http://www.lionakis.com) | P: 916.558.1900 | D: 916.558.1572



**From:** Hucik, Joe <[JHucik@Balfourbeattyus.com](mailto:JHucik@Balfourbeattyus.com)>  
**Sent:** Tuesday, April 18, 2023 10:57 AM  
**To:** Jennifer Quigley <[jennifer.quigley@lionakis.com](mailto:jennifer.quigley@lionakis.com)>; Brian Bell <[Brian.Bell@lionakis.com](mailto:Brian.Bell@lionakis.com)>  
**Cc:** Eli Gero <[egero@kitchell.com](mailto:egero@kitchell.com)>; [dporter@kitchell.com](mailto:dporter@kitchell.com)  
**Subject:** SCUSD Kemble-Chavez INC 01 - Forthcoming CCD ROM Allowance

[External]

Good morning Jennifer –

Per our conversation, thanks for sending the INC 2/3 drawings over on Friday. As we understand it, the District is giving Lionakis direction to go from 3 increments down to 2 in total. What would have been the original Increment 02, will now be a future CCD to Increment 01. This CCD work within the INC 01 relocated portable outline as we understand it consists of underground Civil utilities within 5’ of building pad (assuming any grease interceptor lines are included), site electrical within 5’ of building pad, soil stabilization, and grading/certified building pads. We have been directed to put a ROM together for this forthcoming CCD and carry as an allowance in our Increment 01 GMP.

As INC 2 and 3 set have been submitted to our team in a consolidated set, the below sheets we understand Lionakis will break out from the overall package / revise as necessary for the scope of within the boundary of the INC 01 relocated portable perimeter and place in a future INC 01 CCD. Please confirm your understanding of the below sheets that will be included in the future INC 01 CCD or advise if different so we can request the correct ROM budgets from our trade partners to carry in the INC 01 GMP as an allowance for this forthcoming INC 01 CCD. The only trades we envision for this forthcoming CCD would be the Site Utility subcontractor, Grading/Soil Stabilization subcontractor, and the Electrical subcontractor per our prior discussion. With our deadline to submit to client by 5/1 and receive ROM pricing from subs by next week, an expedited response is requested:

- 2C101
- 2CD101
- 2CG101
- 2CG102
- 2CS101
- 2CS102
- 2CK001
- 2CK101

- 2CS501
- 3CS102A – modified version for CCD
- 3CG101 – modified version for CCD
- 3CU101B – modified version for CCD
- 3CU101D – modified version for CCD
- 3CU102A – modified version for CCD
- 3CK101 – modified version for CCD
- 3.E-101 – modified version for CCD

Thank you,

**Joe Hucik, Assoc. DBIA**

Senior Project Manager | Balfour Beatty

O: (916) 760-0805 | C: (916) 220-9391

E: [jhucik@balfourbeattyus.com](mailto:jhucik@balfourbeattyus.com) | [www.balfourbeattyus.com](http://www.balfourbeattyus.com)

**Balfour Beatty**

SACRAMENTO BUSINESS JOURNAL



**2022 BEST PLACES TO WORK**

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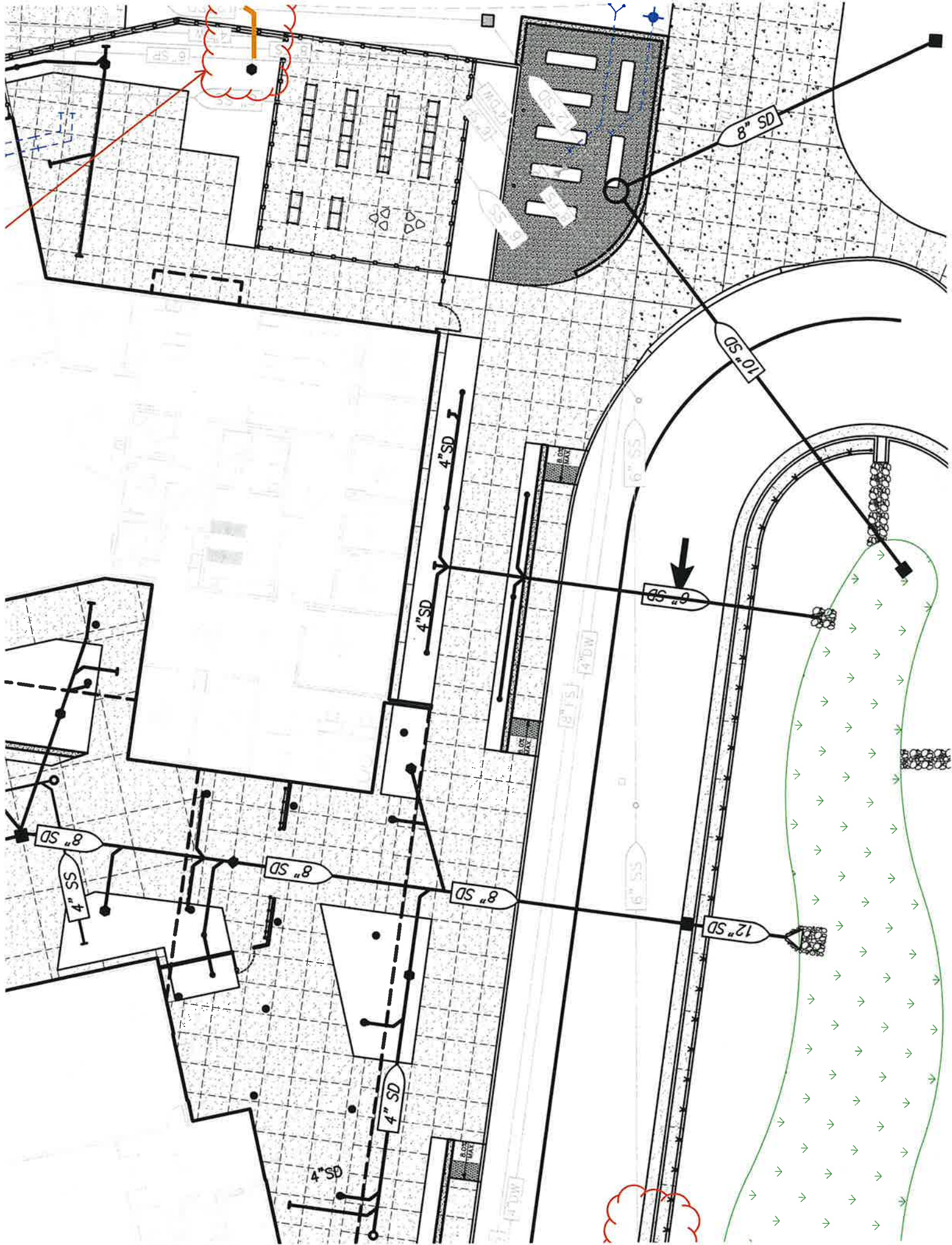
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**SCUSD Chavez-Kemble ES INC 01  
GENERAL REQUIREMENTS**

Cost Coding				GENERAL REQUIREMENTS			
Division	Cost Type	Cost Code	Description	UOM	Quantity	Rate	Total Amount
GC	42035	10101200	SITE PARKING / LAYDOWN AREA - AB	EA	1.00	\$ 14,500.00	\$ 14,500
GC	42035	10102040	JOBSITE SHEDS/STORAGE	MO	4.00	\$ 850.00	\$ 3,400
GC	42035	10112800	OFFICE/TRAILER MOBILIZATION (GC & CM/IOR)	EA	1.00	\$ 46,122.92	\$ 46,123
GC	42035	10112800	OFFICE/TRAILER RENTAL (GC & CM/IOR)	MO	4.00	\$ 2,300.00	\$ 9,200
GC	42035	10113200	MISC - FURNITURE	LS	1.00	\$ 7,500.00	\$ 7,500
GC	42035	10114800	JOBSITE TOILETS/WASH STATIONS	MO	4.00	\$ 1,725.00	\$ 6,900
GC	42035	10126201	TABLETS	MO	4.00	\$ 140.08	\$ 560
GC	42035	10126500	COMPUTER EQUIP/NETWORK EQUIP (InTrailer)	MO	4.00	\$ 2,297.00	\$ 9,188
GC	42035	10126702	TEXTURA - INC 01	LS	1.00	\$ 1,500.00	\$ 1,500
GC	42035	10127300	OFFICE/TRAILER SUPPLIES & CONSUMABLES - GC's	WK	17.00	\$ 255.00	\$ 4,335
GC	42030	10127500	PRINTER RENTAL	MO	4.00	\$ 850.00	\$ 3,400
GC	42035	10127800	POSTAGE / SHIPPING	EA	1.00	\$ 300.00	\$ 300
GC	42035	10128000	PRINTING - DRWGS & SPECS	EA	1.00	\$ 2,950.00	\$ 2,950
GC	42035	10128200	AS-BUILT SCANNING & REPRODUCTIONS	EA	1.00	\$ 1,950.00	\$ 1,950
GC	42035	10128201	CLOSEOUT BINDER REPRODUCTIONS	LS	1.00	\$ 1,500.00	\$ 1,500
GC	42035	10128800	CEREMONY/MTGS/JOBSITE TOURS/OUTREACH (INC1)	EA	1.00	\$ 3,500.00	\$ 3,500
GC	42035	10142200	GRADALL / LIFT	MO	4.00	\$ 4,807.50	\$ 19,230
GC	42035	10142900	EQUIPMENT FUEL - DIESEL	MO	4.00	\$ 1,350.00	\$ 5,400
GC	42010	10151000	TEMP CHAINLINK FENCE (Labor)	EA	1.00	\$ 4,400.00	\$ 4,400
GC	42035	10151000	TEMP CHAINLINK FENCE (EqMO.)	MO	4.00	\$ 1,500.00	\$ 6,000
GC	42035	10151000	TEMP CHAINLINK FENCE (Screen Material)	FT	2600.00	\$ 2.13	\$ 5,546
GC	42035	10151000	TEMP CHAINLINK FENCE (Driven Posts )	EA	259.00	\$ 35.00	\$ 9,065
GC	42035	10151000	SOUND BLANKETS	MO	4.00	\$ 4,100.00	\$ 16,400
GC	42010	10151500	JOBSITE CLEAN UP LABOR	MO	4.00	\$ 3,300.00	\$ 13,200
GC	42035	10154500	BOND MEASURE SIGNS -PROJECT SIGNS	EA	3.00	\$ 1,850.00	\$ 5,550
GC	42035	10154500	SITE DIRECTIONAL / SAFETY / LOGISTIC SIGNAGE	EA	1.00	\$ 2,800.00	\$ 2,800
GC	42035	10160500	SAFETY BARRICADES - K RAIL	MO	4.00	\$ 3,075.00	\$ 12,300
GC	42035	10161000	SAFETY WEEK - LUNCH & LEARN / SAFETY INCENTIVES	EA	1.00	\$ 4,500.00	\$ 4,500
GC	42035	10170500	TEMPORARY POWER DISTRIBUTION	MO	4.00	\$ 2,100.00	\$ 8,400
GC	42035	10172500	GENERATOR	MO	2.00	\$ 1,650.00	\$ 3,300
GC	42035	10176001	SWPPP BMP'S	EA	1.00	\$ 4,800.00	\$ 4,800
GC	42035	10176001	SWPPP - MONTHLY MAINTENANCE	MO	2.00	\$ 5,400.00	\$ 10,800
GC	42040	10185050	LCP TRACKER - INC 01	EA	1.00	\$ 1,350.00	\$ 1,350
<b>Subtotal General Conditions</b>				-	2949.00	\$ 135,259.63	\$ 249,847
							\$ 249,847

General Requirements (2/9/23 Estimate)	\$	1,896,319
Monthly GR's (2/9/23 Estimate)	\$	70,234
Current Total INC 01 GR's	\$	249,847
Total Monthly INC 01 GR's	\$	62,462
Over / (Under)	\$	(7,772)







SP, FS & DW LINES ARE  
NOT SHOWN IN INC. 1  
DSA PLANS

(82)  
(47)  
(80)  
(77)  
(80)



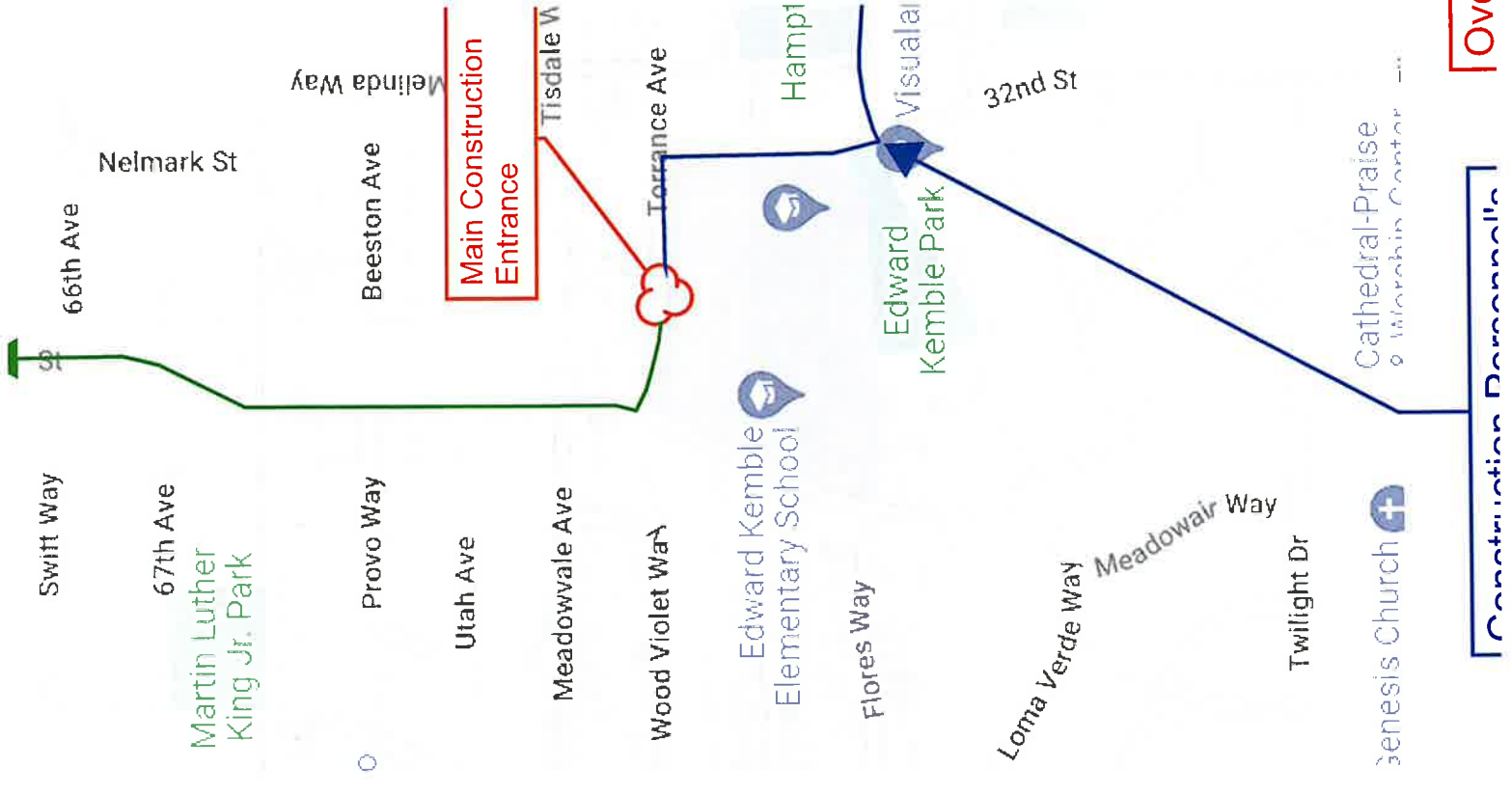
venue

**Additional Notes:**

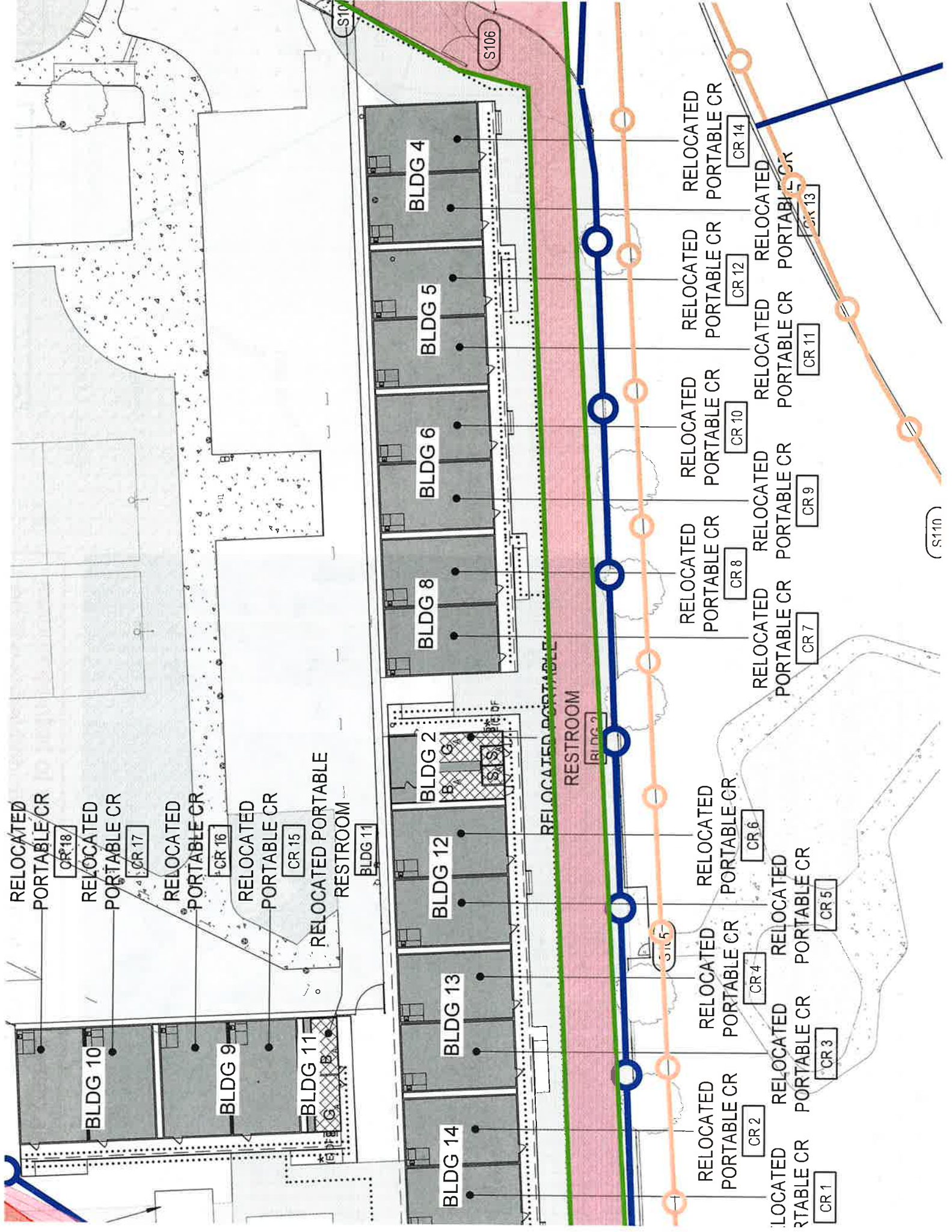
- Torrance Avenue is only 30' wide from Curb to Curb
- Neighborhood vehicles are frequently parked along Torrance Avenue
- Monday morning is the neighborhood trash collection day



This gate is used for school entry to both campuses from 8:40 am to 9:05 am. No deliveries will be



Over



RELOCATED PORTABLE CR 18

RELOCATED PORTABLE CR 17

RELOCATED PORTABLE CR 16

RELOCATED PORTABLE CR 15

RELOCATED PORTABLE RESTROOM BLDG 11

BLDG 10

BLDG 9

BLDG 11

BLDG 14

BLDG 13

BLDG 12

BLDG 2

BLDG 8

BLDG 6

BLDG 5

BLDG 4

RELOCATED PORTABLE RESTROOM BLDG 2

RELOCATED PORTABLE CR 6

RELOCATED PORTABLE CR 4

RELOCATED PORTABLE CR 2

RELOCATED PORTABLE CR 5

RELOCATED PORTABLE CR 3

RELOCATED PORTABLE CR 1

RELOCATED PORTABLE CR 8

RELOCATED PORTABLE CR 10

RELOCATED PORTABLE CR 12

RELOCATED PORTABLE CR 14

RELOCATED PORTABLE CR 13

RELOCATED PORTABLE CR 11

RELOCATED PORTABLE CR 9

RELOCATED PORTABLE CR 7

RELOCATED PORTABLE CR 5

RELOCATED PORTABLE CR 3

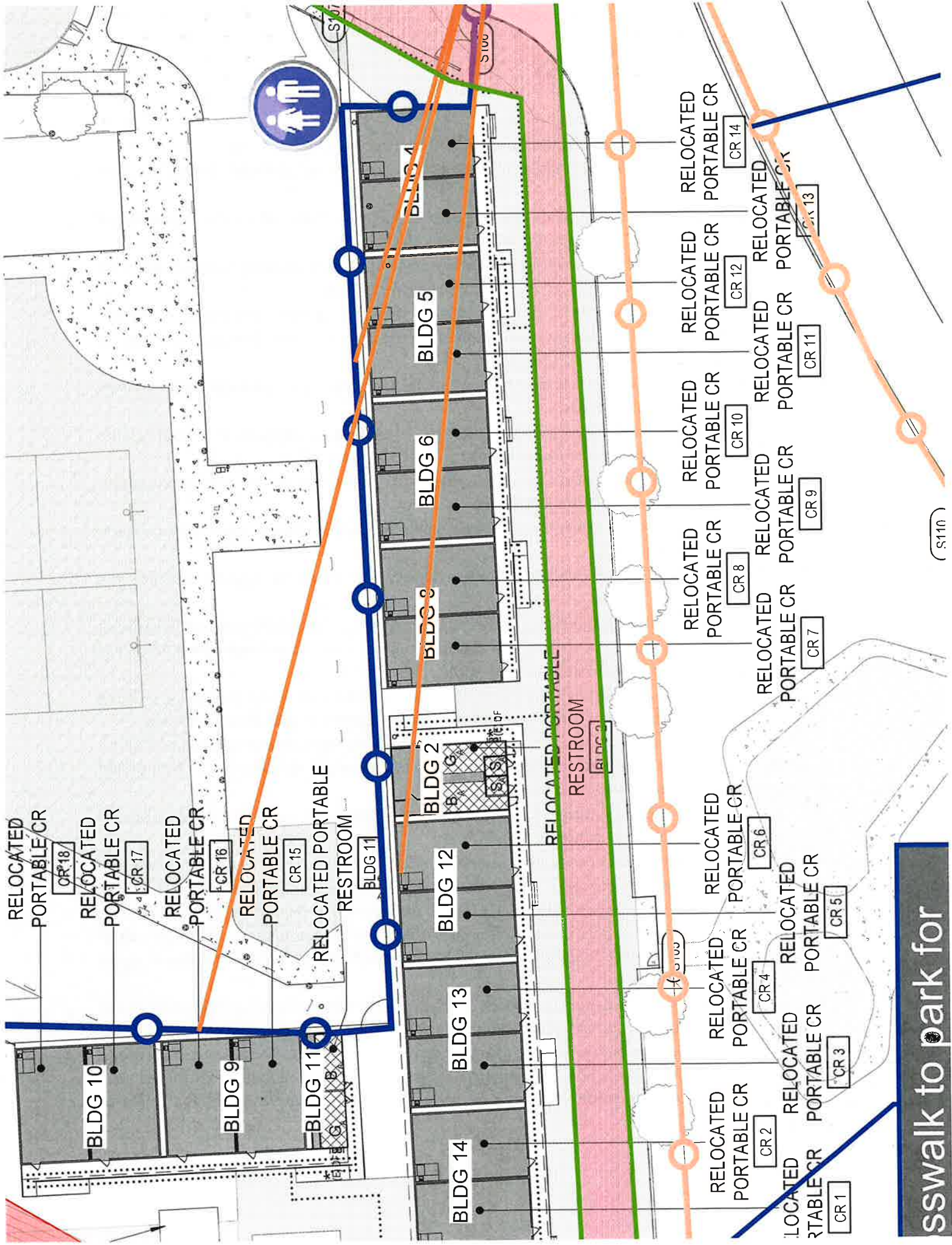
RELOCATED PORTABLE CR 1

S110

S106

S10





**INC 01 GMP – SCUSD Kemble-Chavez  
Clarifications, Assumptions, and Exclusions**

**Clarifications & Assumptions**

- The INC 01 GMP is based on the INC 01 DSA Approved Plans and Specifications.
- The INC 01 Schedule with a print date of 04/28/23 has been included with the INC 01 GMP submission.
- All soils anticipated for export off this site are assumed as clean. This GMP includes a total soil off haul amount of 2,855 CY at a rate of \$300 per truck by OC Jones.
- It is assumed that District removal, salvage, and storage of items as identified on plans and exist within portables will be completed prior to construction schedule.
- It is assumed that existing District cores and locks will remain at portables and are not changing.
- It is assumed that IOR will work with Developer to verify portable doors have push/pull force of no more than 5 pounds per CBC 11B-404.2.9.
- Architect shall provide electronic files to Developer for the purposes of submittal / shop drawing preparation at no additional cost.
- The GMP assumes that the work and any utility that is removed, connects to, or encroaches into the project site is owned by the Sacramento City Unified School District.
- The GMP assumes flow tests have been completed and that the existing fire system can support the new fire line, fire sprinklers and fire hydrants.
- The GMP assumes that all sewer or storm drain piping and systems that any new work connects to is in good working order.
- The GMP includes General Liability Insurance, Builders Risk Insurance, and Performance and Payment Bonds.
- Third Party commissioning Agent to be provided by the District. Once third-party commissioning requirements are known, Developer has the opportunity to review the requirements for any potential costs not currently captured in the GMP.
- This GMP assumes all existing equipment and gear identified for reuse is in good working condition. Costs for repair or replacement of deficient equipment or gear are not included.
- It is assumed existing light fixtures are in working order and any replacement bulbs needed will be replaced by District Maintenance department as part of on-going maintenance. Can be included at additional cost upon field verification.
- Assumes that all existing fixtures, thermostat mounting heights, etc. are ADA Code compliant unless noted otherwise on drawings.
- Standard construction work hours are assumed from 6am to 3:30pm Monday through Friday.
- Hazardous materials do not appear to be present per the Entek Consulting Group, Inc. Hazardous Materials Survey Final Report dated 08/31/2023 and therefore related costs for hazardous material abatement are not included in this proposal. Removal of asbestos containing materials at select roofs only per Entek Consulting Group, Inc. Hazardous Materials Survey Final Report dated 09/07/2022 is included.
- Electrical Bid Alternate 01 deductive amount is included in the GMP. This deduct is based on using GRC (not PVC-CTD GRC) surface mounted on back of portables. No underground conduits or UG pull boxes for power or communications are included with this alternate. This scope to be finalized via Submittal or RFI process post GMP Approval. 50% of savings elected at time of GMP, balance to be finalized pending scope verification with Electrical Engineer of Record and returned to District.

**INC 01 GMP – SCUSD Kemble-Chavez**  
**Clarifications, Assumptions, and Exclusions**

- 24/7 fire watch is not included as campus will be unoccupied during the remainder of Summertime. Fire watch is included during applicable task specific construction activities during construction work hours.
- Site Security to consist of 8 camera video surveillance units for Virtual Guard Security and project management by Power Plus.
- An interest rate of 0.25% was identified on the Bid Proposal and is assumed will be applied to an Amortization schedule by the District / Kitchell.
- New roof caps and trim pieces will be warranted; however, the existing roofs are assumed as covered under an existing warranty.
- 4 portable relocation subcontractors were engaged for this project and none were able meet the requirements of the PLA. We have therefore budgeted for a full time Union Carpenter to work alongside the portable relocation subcontractor to satisfy the PLA.
- The Owner Contingency and Construction Contingency do not contain any mark up for Fee in the INC 01 GMP, just Insurance and Bonds. Upon contingency usage, Fee would be added. Upon return of any unused Contingencies, only mark ups for Insurance and Bonds would be included in the returned amount.
- The Allowances contain mark ups on Insurances, Bonds, and Fee in the INC 01 GMP. Upon return of any unused Allowances, mark ups for Insurance, Bonds, and Fee would be included in the returned amount.

**Exclusions**

- Watering by hand of existing landscaping interrupted by irrigation demolition required for new work, see allowances.
- Skilled and trained is not included for project nor is tracking and submission to DIR.
- Seal coat at all new asphalt per INC 01 DSA Approved plans and specifications. Removed per District request.
- Off haul of contaminated soils.
- Floor protection.
- Manufacturer and Contractor Warranty or testing of the existing roofs.
- Manufacturer Warranty or envelope testing of the relocated portables.
- Manufacturer Warranty of District owned equipment intended for reuse.
- Flow test of existing Fire Water.
- Removal and/or relocation of any unforeseen underground obstructions and utilities.
- Permits and fees, on site or off site.
- Professional liability / errors and omissions insurance.
- Installation of any Owner's FF&E Items.
- Moving existing furniture and District possession inside the existing portables.
- Background checks for workers working exclusively within the site fencing.
- Delays due to extreme weather conditions in excess of time allowances.
- Installation of final keyed cores.
- Testing and inspections.
- Soils Analysis Testing and Reports.
- Mow curb.

**INC 01 GMP – SCUSD Kemble-Chavez**  
**Clarifications, Assumptions, and Exclusions**

- Slab at trash enclosure.
- Hydroseed, visqueen, dust palliative/tackifier, or any soil treatment at graded surfaces per Note 6 on the 1CP101 Paving Plan. Removed from project per WCE email dated 03/29/2023.
- All fire protection improvements including site fire hydrants, outside the leased area / scope of work.

0	20-Jun-23	◆ DSA Approval - Inc #1 Site Work
0	20-Jun-23	◆ Early 2023 Work Complete
0	11-Aug-23	◆ GMP Approval - Inc #1 Site Work
0	15-Aug-23	◆ Start - Inc #1 Site Work
0	29-Aug-23	◆ Interim Housing Complete
0	07-Mar-24	◆ Owner Move Into Portable Inc #1 Interim Housing
0	18-Apr-24	
0	24-Apr-24	
106	03-Apr-23	◆ Last Day of School 2023 Anticipated June 15, 2023
5	03-Apr-23	◆ First Day of School 2023 Anticipated Aug 31, 2023
0	07-Apr-23	
0	15-Jun-23	
0	31-Aug-23	
202	16-Jun-23	June - 1 day
1	16-Jun-23	July - 0 days
0	19-Jun-23	August - 0 days
0	19-Jun-23	September - 1 day
1	05-Sep-23	October - 2 days
2	02-Oct-23	November - 4 days
4	01-Nov-23	December - 6 days
6	01-Dec-23	January - 7 days
7	02-Jan-24	February - 6 days
6	01-Feb-24	March
6	01-Mar-24	
3	01-Apr-24	
397	26-Sep-22	Prepare & Submit Proposal
57	28-Sep-22	Mandatory Informational Meeting
25	26-Sep-22	District Notification of Firms Selected for Interview
1	06-Oct-22	District Conduct Interviews
1	31-Oct-22	District Selection of Successful LLB Entity
1	07-Nov-22	Board Awards Contract for Pre-Construction Services
4	08-Nov-22	Smart Start Kick Off Meeting with Team
1	15-Dec-22	Review Existing Site Conditions
1	15-Dec-22	Meet with DSA Inspector
1	15-Dec-22	Verify Condition of Interim Housing
1	15-Dec-22	Verify Haul Route Access for Portable Building Relocation
1	15-Dec-22	Set Date for Interim Housing Relocation
354	28-Nov-22	DSA Submittal for Plan Review - November 22 Submission
1	13-Jan-23	Request Date for Backcheck
2	17-Jan-23	Prepare Backcheck Comments for DSA Approval
1	19-Jan-23	DSA Backcheck & Approve
1	20-Jan-23	DSA Permit Card Setup on Box
1	23-Jan-23	
1	23-Jan-23	
1	24-Jan-23	
24	28-Nov-22	DSA Submittal for Plan Review - Spring 23 Submission (May 1)
81	28-Nov-22	DSA Review / Return with Comments - 2 Month Review
1	28-Nov-22	Request Date for Backcheck
55	29-Nov-22	Prepare Backcheck Comments for DSA Approval
1	16-Feb-23	DSA Backcheck & Approve
5	17-Feb-23	DSA Permit Card Setup on Box
10	24-Feb-23	
10	09-Mar-23	
10	10-Mar-23	
48	01-May-23	DSA Submittal for Plan Review - August 15, 2023 Submission
1	01-May-23	Request Date for Backcheck
30	02-May-23	Prepare Backcheck Comments for DSA Approval (Aug 1, approve)
5	13-Jun-23	Request Date for Backcheck
5	13-Jun-23	DSA Backcheck & Approve
1	13-Jun-23	DSA Permit Card Setup on Box
1	20-Jun-23	
10	21-Jun-23	
152	15-Aug-23	DSA Review / Return with Comments - 6 Week CCD Review
1	15-Aug-23	Request Date for Backcheck
130	16-Aug-23	Prepare Backcheck Comments for DSA Approval (Aug 1, approve)
1	22-Feb-24	DSA Backcheck & Approve
10	23-Feb-24	DSA Permit Card Setup on Box
1	07-Mar-24	
10	08-Mar-24	
307	08-Feb-23	Prepare Precon Amendment & Submit to District for Review
30	08-Feb-23	Receive Documents for Bidding
5	06-Feb-23	District Review of Initial Long Lead Procurement
1	08-Feb-23	District Board Review & Approval Issue Notice to Proceed on Procurement - Anticipated Mar 16, 2023
5	13-Feb-23	Issue & Execute Trade Partner Contracts & Insurance
19	20-Feb-23	Receive Drawings for Bidding
1	17-Mar-23	Public / DVBE Advertising
63	22-Feb-23	Trade Partner Bidding
1	22-Feb-23	Non-Mandatory Job Walk
10	23-Feb-23	Prepare GMP & Submit to District for Initial Review
16	23-Feb-23	District / Design Team / RFx/CS Final Review
1	02-Mar-23	
16	17-Mar-23	
5	07-Apr-23	
14	07-Apr-23	



10	06-Jun-23	19-Jun-23	Prepare & Submit - HVAC EMS
5	20-Jun-23	26-Jun-23	Review & Approve - HVAC EMS
20	27-Jun-23	25-Jul-23	Procure Materials - HVAC EMS
50	06-Jun-23	15-Aug-23	Prepare & Submit - Carpet
50	06-Jun-23	15-Aug-23	Review & Approve - Carpet
10	06-Jun-23	19-Jun-23	Procure Materials - Carpet (7 wks)
5	20-Jun-23	26-Jun-23	Prepare & Submit - Gate Hardware
35	27-Jun-23	15-Aug-23	Review & Approve - Gate Hardware
55	06-Jun-23	22-Aug-23	Procure Materials - Gate Hardware
55	06-Jun-23	22-Aug-23	Prepare & Submit - Site Demolition
10	06-Jun-23	19-Jun-23	Review & Approve - Site Demolition
5	20-Jun-23	26-Jun-23	Prepare & Submit - Basic Elec Req.
40	27-Jun-23	22-Aug-23	Review & Approve - Basic Elec Req.
15	06-Jun-23	26-Jun-23	Prepare & Submit - Elec Demolition
10	06-Jun-23	19-Jun-23	Review & Approve - Elec Demolition
5	20-Jun-23	26-Jun-23	Prepare & Submit - Wire & Cable
5	20-Jun-23	26-Jun-23	Review & Approve - Wire & Cable
30	27-Jun-23	08-Aug-23	Procure Materials - Wire & Cable
45	06-Jun-23	08-Aug-23	Prepare & Submit - Grounding & Bonding
10	06-Jun-23	19-Jun-23	Review & Approve - Grounding & Bonding
5	20-Jun-23	26-Jun-23	Procure Materials - Grounding & Bonding
30	27-Jun-23	08-Aug-23	Prepare & Submit - Elec Hangers & Supports
45	06-Jun-23	08-Aug-23	Review & Approve - Elec Hangers & Supports
10	06-Jun-23	19-Jun-23	Procure Materials - Elec Hangers & Supports
5	20-Jun-23	26-Jun-23	Prepare & Submit - Conduit
10	27-Jun-23	11-Jul-23	Review & Approve - Conduit
5	20-Jun-23	26-Jun-23	Procure Materials - Conduit
25	06-Jun-23	11-Jul-23	Prepare & Submit - Elec Boxes
10	06-Jun-23	19-Jun-23	Review & Approve - Elec Boxes
5	20-Jun-23	26-Jun-23	Procure Materials - Elec Boxes
10	27-Jun-23	11-Jul-23	Prepare & Submit - UG Ducts & Structures
40	06-Jun-23	01-Aug-23	Review & Approve - UG Ducts & Structures
10	06-Jun-23	19-Jun-23	Procure Materials - UG Ducts & Structures
5	20-Jun-23	26-Jun-23	Prepare & Submit - Elec Identification
5	20-Jun-23	26-Jun-23	Review & Approve - Elec Identification
15	27-Jun-23	18-Jul-23	Procure Materials - Elec Identification
215	06-Jun-23	10-Apr-24	Prepare & Submit - Elec Panels
10	06-Jun-23	19-Jun-23	Review & Approve - Elec Panels
5	20-Jun-23	26-Jun-23	Procure Materials - Elec Panels
200	27-Jun-23	10-Apr-24	Prepare & Submit - Overcurrent Protection
75	06-Jun-23	20-Sep-23	Review & Approve - Overcurrent Protection
10	06-Jun-23	19-Jun-23	Procure Materials - Overcurrent Protection
5	20-Jun-23	26-Jun-23	Prepare & Submit - Comm Basic Req
5	20-Jun-23	26-Jun-23	Review & Approve - Comm Basic Req
60	27-Jun-23	20-Sep-23	Prepare & Submit - Communication Work Results
55	06-Jun-23	22-Aug-23	Review & Approve - Communication Work Results
15	06-Jun-23	26-Jun-23	Prepare & Submit - Structured Cabling
10	06-Jun-23	19-Jun-23	Review & Approve - Structured Cabling
5	20-Jun-23	26-Jun-23	Procure Materials - Structured Cabling
30	27-Jun-23	08-Aug-23	Prepare & Submit - Data Equipment
55	06-Jun-23	22-Aug-23	Review & Approve - Data Equipment
10	06-Jun-23	19-Jun-23	Procure Materials - Data Equipment
5	20-Jun-23	26-Jun-23	Prepare & Submit - Intercom System
40	27-Jun-23	22-Aug-23	Review & Approve - Intercom System
55	06-Jun-23	22-Aug-23	Prepare & Submit - Intercom System
10	06-Jun-23	19-Jun-23	Review & Approve - Intercom System
5	20-Jun-23	26-Jun-23	Procure Materials - Intercom System

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DATE	DESCRIPTION	STATUS	PROJECT
5 20-Jun-23	Review & Approve - Fire Detection & Alarm	Procure Materials - Fire Detection & Alarm	
40 27-Jun-23	Prepare & Submit - Earthwork		
25 06-Jun-23	Review & Approve - Earthwork		
15 06-Jun-23	Prepare & Submit - Tree Protection		
10 06-Jun-23	Review & Approve - Tree Protection	Procure Materials - Tree Protection	
5 20-Jun-23	Prepare & Submit - Trenching & Backfill		
10 06-Jun-23	Review & Approve - Trenching & Backfill		
25 06-Jun-23	Prepare & Submit - Erosion & Sediment Controls		
10 06-Jun-23	Review & Approve - Erosion & Sediment Controls	Procure Materials - Erosion & Sediment Controls	
10 27-Jun-23	Prepare & Submit - Asphalt Concrete Paving		
5 20-Jun-23	Review & Approve - Asphalt Concrete Paving	Procure Materials - Asphalt Concrete Paving	
5 20-Jun-23	Prepare & Submit - Site Concrete		
10 06-Jun-23	Review & Approve - Site Concrete	Procure Materials - Site Concrete	
40 27-Jun-23	Prepare & Submit - Chain Link Fence & Gates		
25 06-Jun-23	Review & Approve - Chain Link Fence & Gates	Procure Materials - Chain Link Fence & Gates	
10 06-Jun-23	Prepare & Submit - Site Utilities		
5 20-Jun-23	Review & Approve - Site Utilities	Procure Materials - Site Utilities	
5 20-Jun-23	Prepare & Submit - Site Drainage (cast-iron grate)		
10 06-Jun-23	Review & Approve - Site Drainage (cast-iron grate)	Procure Materials - Site Drainage (cast-iron grate)	
20 27-Jun-23	Verify Path of Temporary Utilities		
22 19-May-23	Meet with Maintenance Staff to Review Site Specific Utilities		
1 19-May-23	GPRS Existing Utilities		
1 19-Jun-23	Verify Elevations for Interim Housing Wood Skid Supports		
1 19-Jun-23	Layout New Location of Interim Housing		
1 20-Jun-23	Early Pre-Work Complete		
1 20-Jun-23	Pre-Test Fire Alarm & Intrusion Alarm - Spring Break		
33 16-Jun-23	Remove & Store Contents - Port. Bldg. P05, P06, P09		
2 16-Jun-23	Disconnect Utilities - Port. Bldg. P05, P06, P09		
1 20-Jun-23	Relocate Portable Buildings - Port. Bldg. P05, P06, P09		
3 21-Jun-23	Adjust (E) Elevation for Temporary Wood Skids - Port. Bldg. P05, P06, P09		
3 26-Jun-23	UG Utility Trenches for Temporary Services - Port. Bldg. P05, P06, P09		
1 29-Jun-23	Pull Wire for Fire Alarm & Intrusion Alarm - Port. Bldg. P05, P06, P09		
10 29-Jun-23	Patch Walls & Ceilings - Port. Bldg. P05, P06, P09		
2 30-Jun-23	Repair and or Replace Flooring as Needed - Port. Bldg. P05, P06, P09		
1 05-Jul-23	Data Equipment, Intercom, Clock, Intrusion System - Port. Bldg. P05, P06, P09		
8 06-Jul-23	Grade & Compact Existing Soil for ADA Access - Port. Bldg. P05, P06, P09		
4 14-Jul-23	Set Sidewalk Forms - Port. Bldg. P05, P06, P09		
10 18-Jul-23	Set Forming & Gates as Needed - Port. Bldg. P05, P06, P09		
2 20-Jul-23	Place & Finish Concrete - Port. Bldg. P05, P06, P09		
2 24-Jul-23	Remove Sidewalk Forms - Port. Bldg. P05, P06, P09		
5 24-Jul-23	Back Fill Against New Sidewalk Edge - Port. Bldg. P05, P06, P09		
1 28-Jul-23	Connect Temporary Water Service - Port. Bldg. P05, P06, P09		
1 31-Jul-23	Connect Temporary Sanitary Service - Port. Bldg. P05, P06, P09		
2 01-Aug-23	Install Access Ramps - Port. Bldg. P05, P06, P09		
2 01-Aug-23	HVAC Start Up & Adjustment - Port. Bldg. P05, P06, P09		
36 20-Jun-23	Remove & Store Contents - Port. Bldg. 4.5.6.8		
2 20-Jun-23	Disconnect Utilities - Port. Bldg. 4.5.6.8		
2 22-Jun-23	Relocate Portable Buildings - Port. Bldg. 4.5.6.8		
1 23-Jun-23	Demolish Portable Building 7		
3 26-Jun-23	Adjust (E) Elevation for Temporary Wood Skids - Port. Bldg. 4.5.6.8		
1 29-Jun-23			



1	31-Jul-23	31-Jul-23	Back Fill Against New Sidewalk Edge - Port.Bldg. 4,5,6,8
1	01-Aug-23	02-Aug-23	Install Access Ramps - Port.Bldg. 4,5,6,8
1	02-Aug-23	02-Aug-23	HVAC Start Up & Adjustment - Port.Bldg. 4,5,6,8
2	03-Aug-23	04-Aug-23	Connect Temporary Sanitary Service - Port.Bldg. 4,5,6,8
5	03-Aug-23	08-Aug-23	Set Fencing & Gates as Needed - Port.Bldg. 4,5,6,8
2	07-Aug-23	08-Aug-23	Connect Temporary Water Service - Port.Bldg. 4,5,6,8
35	22-Jun-23	10-Aug-23	Remove & Store Contents - Port.Bldg. 1,12,13,14,2
2	22-Jun-23	23-Jun-23	Disconnect Utilities - Port.Bldg. 1,12,13,14,2
2	23-Jun-23	26-Jun-23	Demolish Portable Bldg 3,15
3	27-Jun-23	29-Jun-23	Relocate Portable Buildings - Port.Bldg. 1,12,13,14,2
1	30-Jun-23	30-Jun-23	Adjust (E) Elevation for Temporary Wood Skids - Port.Bldg. 1,12,13,14,2
10	30-Jun-23	14-Jul-23	UG Utility Trenches for Temporary Services - Port.Bldg. 1,12,13,14,2
2	03-Jul-23	05-Jul-23	Pullwire for Power - Port.Bldg. 1,12,13,14,2
1	06-Jul-23	06-Jul-23	Pull Wire for Fire Alarm & Intrusion Alarm - Port.Bldg. 1,12,13,14,2
8	07-Jul-23	18-Jul-23	Patch Walls & Ceilings - Port.Bldg. 1,12,13,14,2
4	17-Jul-23	20-Jul-23	Repair and or Replace Flooring as Needed - Port.Bldg. 1,12,13,14,2
10	19-Jul-23	01-Aug-23	Data Equipment, Intercom, Clock, Intrusion System - Port.Bldg. 1,12,13,14,2
2	21-Jul-23	24-Jul-23	Grade & Compact Existing Soil for ADA Access - Port.Bldg. 1,12,13,14,2
2	25-Jul-23	26-Jul-23	Set Sidewalk Forms - Port.Bldg. 1,12,13,14,2
2	27-Jul-23	28-Jul-23	Place & Finish Concrete - Port.Bldg. 1,12,13,14,2
1	31-Jul-23	31-Jul-23	Remove Sidewalk Forms - Port.Bldg. 1,12,13,14,2
2	01-Aug-23	01-Aug-23	Back Fill Against New Sidewalk Edge - Port.Bldg. 1,12,13,14,2
2	02-Aug-23	03-Aug-23	Install Access Ramps - Port.Bldg. 1,12,13,14,2
1	03-Aug-23	03-Aug-23	HVAC Start Up & Adjustment - Port.Bldg. 1,12,13,14,2
2	04-Aug-23	07-Aug-23	Connect Temporary Sanitary Service - Port.Bldg. 1,12,13,14,2
5	04-Aug-23	10-Aug-23	Set Fencing & Gates as Needed - Port.Bldg. 1,12,13,14,2
35	26-Jun-23	14-Aug-23	Connect Temporary Water Service - Port.Bldg. 1,12,13,14,2
2	26-Jun-23	27-Jun-23	Remove & Store Contents - Port.Bldg. 9,10,11
2	28-Jun-23	29-Jun-23	Disconnect Utilities - Port.Bldg. 9,10,11
3	30-Jun-23	05-Jul-23	Relocate Portable Buildings - Port.Bldg. 9,10,11
1	06-Jul-23	06-Jul-23	Adjust (E) Elevation for Temporary Wood Skids - Port.Bldg. 9,10,11
10	06-Jul-23	19-Jul-23	UG Utility Trenches for Temporary Services - Port.Bldg. 9,10,11
2	07-Jul-23	10-Jul-23	Pullwire for Power - Port.Bldg. 9,10,11
1	10-Jul-23	10-Jul-23	Pull Wire for Fire Alarm & Intrusion Alarm - Port.Bldg. 9,10,11
8	11-Jul-23	20-Jul-23	Patch Walls & Ceilings - Port.Bldg. 9,10,11
4	19-Jul-23	24-Jul-23	Repair and or Replace Floorings as Needed - Port.Bldg. 9,10,11
10	21-Jul-23	03-Aug-23	Data Equipment, Intercom, Clock, Intrusion System - Port.Bldg. 9,10,11
2	25-Jul-23	26-Jul-23	Grade & Compact Existing Soil for ADA Access - Port.Bldg. 9,10,11
2	27-Jul-23	28-Jul-23	Set Sidewalk Forms - Port.Bldg. 9,10,11
2	31-Jul-23	01-Aug-23	Place & Finish Concrete - Port.Bldg. 9,10,11
1	02-Aug-23	02-Aug-23	Remove Sidewalk Forms - Port.Bldg. 9,10,11
1	03-Aug-23	03-Aug-23	Back Fill Against New Sidewalk Edge - Port.Bldg. 9,10,11
2	04-Aug-23	07-Aug-23	Install Access Ramps - Port.Bldg. 9,10,11
2	07-Aug-23	07-Aug-23	HVAC Start Up & Adjustment - Port.Bldg. 9,10,11
2	08-Aug-23	09-Aug-23	Connect Temporary Sanitary Service - Port.Bldg. 9,10,11
5	08-Aug-23	14-Aug-23	Set Fencing & Gates as Needed - Port.Bldg. 9,10,11
22	13-Jul-23	11-Aug-23	Connect Temporary Water Service - Port.Bldg. 9,10,11
1	13-Jul-23	13-Jul-23	Verify Location is Acceptable with Future Work - Shade & Lunch Structure
1	14-Jul-23	13-Jul-23	Layout - Shade & Lunch Structure
1	14-Jul-23	14-Jul-23	Locate UG Utilities for Footing Placement - Shade & Lunch Structure
2	17-Jul-23	18-Jul-23	Excavate Footings - Shade & Lunch Structure
2	19-Jul-23	20-Jul-23	Place Rebar Cages - Shade & Lunch Structure
1	21-Jul-23	21-Jul-23	Place & Finish Concrete - Shade & Lunch Structure
6	24-Jul-23	31-Jul-23	Cure Concrete Footings - Shade & Lunch Structure (10 cal days)
2	01-Aug-23	02-Aug-23	Place Structural Steel - Shade & Lunch Structure
2	03-Aug-23	04-Aug-23	Grade & Compact Soil - Shade & Lunch Structure
2	07-Aug-23	08-Aug-23	Set Edge Forms - Shade & Lunch Structure
1	09-Aug-23	09-Aug-23	Place & Finish Concrete - Shade & Lunch Structure
1	10-Aug-23	10-Aug-23	Remove Forms, Back Fill Against New Sidewalk Edge - Shade & Lunch Structure
1	11-Aug-23	11-Aug-23	Shade & Lunch Structure Complete
12	06-Jul-23	21-Jul-23	Layout Location of Classroom
1	06-Jul-23	06-Jul-23	Verify Location is Acceptable
1	06-Jul-23	06-Jul-23	Grade & Compact Area for ADA Access
1	12-Jul-23	12-Jul-23	Excavate Footings for Dry Erase Boards
1	13-Jul-23	13-Jul-23	Set Posts for Dry Erase Boards
2	14-Jul-23	17-Jul-23	Set Edge Forms
1	18-Jul-23	18-Jul-23	Place & Finish Concrete
1	19-Jul-23	19-Jul-23	Remove Forms, Back Fill Against New Sidewalk Edge
1	20-Jul-23	20-Jul-23	Set Dry Erase Boards
1	21-Jul-23	21-Jul-23	Outdoor Classroom Complete
6	08-Aug-23	15-Aug-23	Pull & Push Test Doors for ADA Compliance - Inc #1
1	08-Aug-23	08-Aug-23	Fire Alarm Testing - Inc #1
1	08-Aug-23	08-Aug-23	



# Attachment 1

## ATTACHMENT 3

### SCHEDULE OF LEASE PAYMENTS

#### Amortization Schedule

Loan Amount: \$ 592,945  
Interest: 0.25% Monthly  
Term in Months 12.00  
Payment Frequency Monthly

	<u>Payment</u>	<u>Monthly Payment</u>	<u>Principal Payment</u>	<u>Interest Payment</u>	<u>Balance</u>
1		\$50,219	\$48,736	\$1,482	\$544,208
2		\$50,219	\$48,858	\$1,361	\$495,350
3		\$50,219	\$48,980	\$1,238	\$446,370
4		\$50,219	\$49,103	\$1,116	\$397,267
5		\$50,219	\$49,225	\$993	\$348,042
6		\$50,219	\$49,349	\$870	\$298,693
7		\$50,219	\$49,472	\$747	\$249,221
8		\$50,219	\$49,596	\$623	\$199,625
9		\$50,219	\$49,720	\$499	\$149,906
10		\$50,219	\$49,844	\$375	\$100,062
11		\$50,219	\$49,969	\$250	\$50,093
12		\$50,219	\$50,093	\$125	\$0
<b>Totals</b>		<b>\$602,624</b>	<b>\$592,945</b>	<b>\$9,679</b>	

# Attachment 2

## EXHIBIT F

### CONSTRUCTION SCHEDULE

See attached.



- Anticipat-  
 spring  
 - Anticipat

Valley School Shelters  
 TMP  
 Custom Canopies

- Under Ground Utility Co.
- Trailer Reclamation Co.
- Electrical Co.
- Plumbing Co.
- Flooring Co.
- Engineering / Grading Co.
- Concrete Co.
- Mechanical Co.
- Fencing Co.

- Site / Engineering Co.
- Plumbing Co.
- Electrical Co.
- Mechanical Co.

Prepare & Submit - Shade Structure  
 Review & Approve - Shade Structure

Review & Approve - Lunch Shelter  
 Prepare & Submit - Lunch Shelter

Prepare & Submit - Ramps, Stairs, Landings  
 Review & Approve - Ramps, Stairs, Landings  
 Procure - Ramps, Stairs, Landings (6 wks)

Prepare & Submit - Plumbing GC's  
 Review & Approve - Plumbing GC's  
 Prepare & Submit - Plumbing Work  
 Review & Approve - Plumbing Work

Prepare & Submit - Valves, Plumbing Accessories  
 Review & Approve - Valves, Plumbing Accessories  
 Procure Materials - Valves, Plumbing Accessories

Prepare & Submit - Plumbing Insulation  
 Review & Approve - Plumbing Insulation  
 Procure Materials - Plumbing Insulation

Prepare & Submit - Water Distribution  
 Review & Approve - Water Distribution  
 Procure Materials - Water Distribution

Prepare & Submit - Gas Piping  
 Review & Approve - Gas Piping  
 Procure Materials - Gas Piping

Prepare & Submit - Condensate Drain  
 Review & Approve - Condensate Drain  
 Procure Materials - Condensate Drain

Prepare & Submit - Plumbing Fixtures  
 Review & Approve - Plumbing Fixtures  
 Procure Materials - Plumbing Fixtures

10	06-Jun-23	19-Jun-23	Prepare & Submit - HVAC EMS
5	20-Jun-23	26-Jun-23	Review & Approve - HVAC EMS
20	27-Jun-23	25-Jul-23	Procure Materials - HVAC EMS
50	06-Jun-23	15-Aug-23	Prepare & Submit - Carpet
50	06-Jun-23	15-Aug-23	Review & Approve - Carpet
10	06-Jun-23	19-Jun-23	Procure Materials - Carpet (7 wks)
5	20-Jun-23	26-Jun-23	Prepare & Submit - Gate Hardware
35	27-Jun-23	15-Aug-23	Review & Approve - Gate Hardware
55	06-Jun-23	22-Aug-23	Procure Materials - Gate Hardware
55	06-Jun-23	22-Aug-23	Prepare & Submit - Site Demolition
10	06-Jun-23	19-Jun-23	Review & Approve - Site Demolition
15	06-Jun-23	26-Jun-23	Prepare & Submit - Basic Elec Req.
5	20-Jun-23	26-Jun-23	Review & Approve - Basic Elec Req.
215	06-Jun-23	10-Apr-24	Prepare & Submit - Elec Demolition
15	06-Jun-23	26-Jun-23	Review & Approve - Elec Demolition
10	06-Jun-23	19-Jun-23	Prepare & Submit - Wire & Cable
5	20-Jun-23	26-Jun-23	Review & Approve - Wire & Cable
30	27-Jun-23	08-Aug-23	Procure Materials - Wire & Cable
45	06-Jun-23	08-Aug-23	Prepare & Submit - Grounding & Bonding
10	06-Jun-23	19-Jun-23	Review & Approve - Grounding & Bonding
5	20-Jun-23	26-Jun-23	Procure Materials - Grounding & Bonding
30	27-Jun-23	08-Aug-23	Prepare & Submit - Elec Hangers & Supports
5	20-Jun-23	26-Jun-23	Review & Approve - Elec Hangers & Supports
10	06-Jun-23	19-Jun-23	Procure Materials - Elec Hangers & Supports
10	27-Jun-23	11-Jul-23	Prepare & Submit - Conduit
25	06-Jun-23	11-Jul-23	Review & Approve - Conduit
10	06-Jun-23	19-Jun-23	Procure Materials - Conduit
5	20-Jun-23	26-Jun-23	Prepare & Submit - Elec Boxes
25	06-Jun-23	11-Jul-23	Review & Approve - Elec Boxes
10	06-Jun-23	19-Jun-23	Procure Materials - Elec Boxes
10	27-Jun-23	11-Jul-23	Prepare & Submit - UG Ducts & Structures
40	06-Jun-23	01-Aug-23	Review & Approve - UG Ducts & Structures
10	06-Jun-23	19-Jun-23	Procure Materials - UG Ducts & Structures
25	27-Jun-23	01-Aug-23	Prepare & Submit - Elec Identification
30	06-Jun-23	19-Jul-23	Review & Approve - Elec Identification
5	20-Jun-23	26-Jun-23	Procure Materials - Elec Identification
15	27-Jun-23	18-Jul-23	Prepare & Submit - Elec Panels
215	06-Jun-23	10-Apr-24	Review & Approve - Elec Panels
10	06-Jun-23	19-Jun-23	Procure Materials - Overcurrent Protection
75	06-Jun-23	20-Sep-23	Prepare & Submit - Overcurrent Protection
10	06-Jun-23	19-Jun-23	Review & Approve - Overcurrent Protection
5	20-Jun-23	26-Jun-23	Procure Materials - Overcurrent Protection
60	27-Jun-23	20-Sep-23	Prepare & Submit - Comm Basic Req
55	06-Jun-23	22-Aug-23	Review & Approve - Comm Basic Req
15	06-Jun-23	26-Jun-23	Procure Materials - Communication Work Results
10	06-Jun-23	19-Jun-23	Prepare & Submit - Structured Cabling
5	20-Jun-23	26-Jun-23	Review & Approve - Structured Cabling
15	06-Jun-23	26-Jun-23	Procure Materials - Structured Cabling
10	06-Jun-23	19-Jun-23	Prepare & Submit - Data Equipment
10	06-Jun-23	19-Jun-23	Review & Approve - Data Equipment
40	27-Jun-23	22-Aug-23	Procure Materials - Data Equipment
55	06-Jun-23	22-Aug-23	Prepare & Submit - Intercom System
5	20-Jun-23	26-Jun-23	Review & Approve - Intercom System
10	06-Jun-23	19-Jun-23	Procure Materials - Intercom System
5	20-Jun-23	26-Jun-23	Review & Approve - Intercom System

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Task	Start Date	End Date	Description
Review & Approve - Fire Detection & Alarm	20-Jun-23	26-Jun-23	Procure Materials - Fire Detection & Alarm
Prepare & Submit - Earthwork	27-Jun-23	22-Aug-23	
Review & Approve - Earthwork	06-Jun-23	11-Jul-23	
Prepare & Submit - Tree Protection	06-Jun-23	26-Jun-23	
Review & Approve - Tree Protection	20-Jun-23	26-Jun-23	Procure Materials - Tree Protection
Prepare & Submit - Trenching & Backfill	06-Jun-23	11-Jul-23	
Review & Approve - Trenching & Backfill	20-Jun-23	26-Jun-23	
Prepare & Submit - Erosion & Sediment Controls	06-Jun-23	11-Jul-23	
Review & Approve - Erosion & Sediment Controls	20-Jun-23	26-Jun-23	Procure Materials - Erosion & Sediment Controls
Prepare & Submit - Asphalt Concrete Paving	06-Jun-23	22-Aug-23	
Review & Approve - Asphalt Concrete Paving	06-Jun-23	25-Jul-23	Procure Materials - Asphalt Concrete Paving
Prepare & Submit - Site Concrete	06-Jun-23	26-Jun-23	
Review & Approve - Site Concrete	20-Jun-23	26-Jun-23	Procure Materials - Site Concrete
Prepare & Submit - Chain Link Fence & Gates	06-Jun-23	22-Aug-23	
Review & Approve - Chain Link Fence & Gates	06-Jun-23	25-Jul-23	Procure Materials - Chain Link Fence & Gates
Prepare & Submit - Site Utilities	06-Jun-23	11-Jul-23	
Review & Approve - Site Utilities	20-Jun-23	26-Jun-23	Procure Materials - Site Utilities
Prepare & Submit - Site Drainage (cast-iron grate)	06-Jun-23	25-Jul-23	
Review & Approve - Site Drainage (cast-iron grate)	20-Jun-23	26-Jun-23	Procure Materials - Site Drainage (cast-iron grate) 9 wks, conc vault 4 wks
Verify Path of Temporary Utilities	19-May-23	19-May-23	
Meet with Maintenance Staff to Review Site Specific Utilities	16-Jun-23	16-Jun-23	
Verify Elevations for Interim Housing Wood Skid Supports	19-Jun-23	19-Jun-23	
Layout New Location of Interim Housing	20-Jun-23	20-Jun-23	
Early Pre-Work Complete	20-Jun-23	20-Jun-23	
Pre-Test Fire Alarm & Intrusion Alarm - Spring Bleak	16-Jun-23	15-Aug-23	
Remove & Store Contents - Port. Bldg. P05, P06, P09	16-Jun-23	02-Aug-23	
Disconnect Utilities - Port. Bldg. P05, P06, P09	16-Jun-23	19-Jun-23	
Demolish Portable Bldgs 35, 38, 39, 40	20-Jun-23	20-Jun-23	
Relocate Portable Buildings - Port. Bldg. P05, P06, P09	21-Jun-23	23-Jun-23	
Adjust (E) Elevation for Temporary Wood Skids - Port. Bldg. P05, P06, P09	26-Jun-23	28-Jun-23	
UG Utility Trenches for Temporary Services - Port. Bldg. P05, P06, P09	29-Jun-23	29-Jun-23	
Pull Wire for Fire Alarm & Intrusion Alarm - Port. Bldg. P05, P06, P09	30-Jun-23	03-Jul-23	
Patch Walls & Ceilings - Port. Bldg. P05, P06, P09	05-Jul-23	05-Jul-23	
Repair and or Replace Flooring as Needed - Port. Bldg. P05, P06, P09	06-Jul-23	17-Jul-23	
Data Equipment, Intercom, Clock, Intrusion System - Port. Bldg. P05, P06, P09	14-Jul-23	19-Jul-23	
Grade & Compact Existing Soil for ADA Access - Port. Bldg. P05, P06, P09	18-Jul-23	31-Jul-23	
Set Sidewalk Forms - Port. Bldg. P05, P06, P09	20-Jul-23	21-Jul-23	
Set Fencing & Gates as Needed - Port. Bldg. P05, P06, P09	24-Jul-23	25-Jul-23	
Place & Finish Concrete - Port. Bldg. P05, P06, P09	24-Jul-23	28-Jul-23	
Remove Sidewalk Forms - Port. Bldg. P05, P06, P09	26-Jul-23	27-Jul-23	
Back Fill Against New Sidewalk Edge - Port. Bldg. P05, P06, P09	28-Jul-23	28-Jul-23	
Connect Temporary Water Service - Port. Bldg. P05, P06, P09	31-Jul-23	31-Jul-23	
Connect Temporary Sanitary Service - Port. Bldg. P05, P06, P09	01-Aug-23	02-Aug-23	
Install Access Ramps - Port. Bldg. P05, P06, P09	01-Aug-23	02-Aug-23	
HVAC Start Up & Adjustment - Port. Bldg. P05, P06, P09	02-Aug-23	02-Aug-23	
Remove & Store Contents - Port. Bldg. 4, 5, 6, 8	20-Jun-23	09-Aug-23	
Disconnect Utilities - Port. Bldg. 4, 5, 6, 8	20-Jun-23	21-Jun-23	
Demolish Portable Buildings	22-Jun-23	23-Jun-23	
Relocate Portable Buildings - Port. Bldg. 4, 5, 6, 8	23-Jun-23	23-Jun-23	
Adjust (E) Elevation for Temporary Wood Skids - Port. Bldg. 4, 5, 6, 8	29-Jun-23	29-Jun-23	



1	31-Jul-23	Backfill Against New Sidewalk Edge - Port. Bldg. 4, 5, 6, 8	
2	01-Aug-23	Install Access Ramps - Port. Bldg. 4, 5, 6, 8	
1	02-Aug-23	HVAC Start Up & Adjustment - Port. Bldg. 4, 5, 6, 8	
2	03-Aug-23	Connect Temporary Sanitary Service - Port. Bldg. 4, 5, 6, 8	
5	03-Aug-23	Set Fencing & Gates as Needed - Port. Bldg. 4, 5, 6, 8	
2	07-Aug-23	Connect Temporary Water Service - Port. Bldg. 4, 5, 6, 8	
35	22-Jun-23	Remove & Store Contents - Port. Bldg. 1, 12, 13, 14, 2	
2	22-Jun-23	Disconnect Utilities - Port. Bldg. 1, 12, 13, 14, 2	
2	23-Jun-23	Demolish Portable Bldg 3, 15	
3	27-Jun-23	Relocate Portable Buildings - Port. Bldg. 1, 12, 13, 14, 2	
1	30-Jun-23	Adjust (E) Elevation for Temporary Wood Skids - Port. Bldg. 1, 12, 13, 14, 2	
10	30-Jun-23	UG Utility Trenches for Temporary Services - Port. Bldg. 1, 12, 13, 14, 2	
2	03-Jul-23	Pullwire for Power - Port. Bldg. 1, 12, 13, 14, 2	
1	06-Jul-23	Pull Wire for Fire Alarm & Intrusion Alarm - Port. Bldg. 1, 12, 13, 14, 2	
8	07-Jul-23	Patch Walls & Ceilings - Port. Bldg. 1, 12, 13, 14, 2	
4	17-Jul-23	Repair and/or Replace Flooring as Needed - Port. Bldg. 1, 12, 13, 14, 2	
4	17-Jul-23	Data Equipment, Intercom, Clock, Intrusion System - Port. Bldg. 1, 12, 13, 14, 2	
10	19-Jul-23	Grade & Compact Existing Soil for ADA Access - Port. Bldg. 1, 12, 13, 14, 2	
2	21-Jul-23	Set Sidewalk Forms - Port. Bldg. 1, 12, 13, 14, 2	
2	25-Jul-23	Place & Finish Concrete - Port. Bldg. 1, 12, 13, 14, 2	
1	31-Jul-23	Remove Sidewalk Forms - Port. Bldg. 1, 12, 13, 14, 2	
1	01-Aug-23	Back Fill Against New Sidewalk Edge - Port. Bldg. 1, 12, 13, 14, 2	
2	02-Aug-23	Install Access Ramps - Port. Bldg. 1, 12, 13, 14, 2	
1	03-Aug-23	HVAC Start Up & Adjustment - Port. Bldg. 1, 12, 13, 14, 2	
2	04-Aug-23	Connect Temporary Sanitary Service - Port. Bldg. 1, 12, 13, 14, 2	
5	04-Aug-23	Set Fencing & Gates as Needed - Port. Bldg. 1, 12, 13, 14, 2	
2	08-Aug-23	Connect Temporary Water Service - Port. Bldg. 1, 12, 13, 14, 2	
35	26-Jun-23	Remove & Store Contents - Port. Bldg. 9, 10, 11	
2	28-Jun-23	Disconnect Utilities - Port. Bldg. 9, 10, 11	
2	28-Jun-23	Relocate Portable Buildings - Port. Bldg. 9, 10, 11	
3	30-Jun-23	Adjust (E) Elevation for Temporary Wood Skids - Port. Bldg. 9, 10, 11	
1	06-Jul-23	UG Utility Trenches for Temporary Services - Port. Bldg. 9, 10, 11	
10	06-Jul-23	Pullwire for Power - Port. Bldg. 9, 10, 11	
2	07-Jul-23	Pull Wire for Fire Alarm & Intrusion Alarm - Port. Bldg. 9, 10, 11	
1	10-Jul-23	Patch Walls & Ceilings - Port. Bldg. 9, 10, 11	
8	11-Jul-23	Repair and/or Replace Flooring as Needed - Port. Bldg. 9, 10, 11	
4	19-Jul-23	Data Equipment, Intercom, Clock, Intrusion System - Port. Bldg. 9, 10, 11	
10	21-Jul-23	Grade & Compact Existing Soil for ADA Access - Port. Bldg. 9, 10, 11	
2	25-Jul-23	Set Sidewalk Forms - Port. Bldg. 9, 10, 11	
2	27-Jul-23	Place & Finish Concrete - Port. Bldg. 9, 10, 11	
2	31-Jul-23	Remove Sidewalk Forms - Port. Bldg. 9, 10, 11	
1	02-Aug-23	Back Fill Against New Sidewalk Edge - Port. Bldg. 9, 10, 11	
1	03-Aug-23	Install Access Ramps - Port. Bldg. 9, 10, 11	
2	04-Aug-23	HVAC Start Up & Adjustment - Port. Bldg. 9, 10, 11	
2	07-Aug-23	Connect Temporary Sanitary Service - Port. Bldg. 9, 10, 11	
2	08-Aug-23	Set Fencing & Gates as Needed - Port. Bldg. 9, 10, 11	
5	08-Aug-23	Connect Temporary Water Service - Port. Bldg. 9, 10, 11	
2	10-Aug-23	Remove & Store Contents - Port. Bldg. 9, 10, 11	
22	13-Jul-23	Disconnect Utilities - Port. Bldg. 9, 10, 11	
1	13-Jul-23	Relocate Portable Buildings - Port. Bldg. 9, 10, 11	
1	13-Jul-23	Adjust (E) Elevation for Temporary Wood Skids - Port. Bldg. 9, 10, 11	
1	14-Jul-23	UG Utility Trenches for Temporary Services - Port. Bldg. 9, 10, 11	
2	17-Jul-23	Pullwire for Power - Port. Bldg. 9, 10, 11	
2	17-Jul-23	Pull Wire for Fire Alarm & Intrusion Alarm - Port. Bldg. 9, 10, 11	
2	19-Jul-23	Patch Walls & Ceilings - Port. Bldg. 9, 10, 11	
1	21-Jul-23	Repair and/or Replace Flooring as Needed - Port. Bldg. 9, 10, 11	
6	24-Jul-23	Data Equipment, Intercom, Clock, Intrusion System - Port. Bldg. 9, 10, 11	
2	01-Aug-23	Grade & Compact Existing Soil for ADA Access - Port. Bldg. 9, 10, 11	
2	07-Aug-23	Set Sidewalk Forms - Port. Bldg. 9, 10, 11	
1	09-Aug-23	Place & Finish Concrete - Port. Bldg. 9, 10, 11	
1	10-Aug-23	Remove Sidewalk Forms - Port. Bldg. 9, 10, 11	
1	11-Aug-23	Back Fill Against New Sidewalk Edge - Port. Bldg. 9, 10, 11	
12	06-Jul-23	Layout Location of Classroom	
1	06-Jul-23	Verify Location is Acceptable	
1	06-Jul-23	Grade & Compact Area for ADA Access	
1	06-Jul-23	Excavate Footings for Dry Erase Boards	
1	07-Jul-23	Set Posts for Dry Erase Boards	
2	10-Jul-23	Set Edge Forms	
2	10-Jul-23	Place & Finish Concrete	
1	18-Jul-23	Remove Forms, Back Fill Against New Sidewalk Edge	
1	19-Jul-23	Set Dry Erase Boards	
1	21-Jul-23	Outdoor Classroom Complete	
6	08-Aug-23	Pull & Push Test Doors for ADA Compliance - Inc #1	
1	08-Aug-23	Fire Alarm Testing - Inc #1	
1	08-Aug-23	Outdoor Classroom Complete	



# Attachment 3

## EXHIBIT I

### **For all or a portion of the following Site:**

**Project:** Cesar Chavez/Edward Kemble New Construction and Modernization Project

**Address:** 7495 29th Street Sacramento, CA 95822 and 7500 32nd Street Sacramento, CA 95822

**APN:** 04901760020000 and 04901830020000

### **By and between**

Sacramento City Unified School District  
5735 47<sup>th</sup> Avenue  
Sacramento, CA 95824

### **And**

Balfour Beatty – Clark/Sullivan a Joint Venture  
400 Capitol Mall Suite 900,  
Sacramento, CA, 95814  
Dated as of December 15, 2022

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DOCUMENT 01 31 19

## PROJECT MEETINGS

### **PART 1 – GENERAL**

#### **1.01 RELATED DOCUMENTS AND PROVISIONS:**

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. General Conditions; and
- B. Special Conditions.

#### **1.02 PROGRESS MEETINGS:**

- A. Developer shall schedule and hold regular weekly progress meetings after a minimum of one week's prior written notice of the meeting date and time to all Invitees as indicated below.
- B. Location: Developer's field office.
- C. The Developer shall notify and invite the following entities ("Invitees"):
  - (1) District Personnel.
  - (2) Construction Manager.
  - (3) Architect.
  - (4) Developer.
  - (5) Developer's Project Manager.
  - (6) Developer's Superintendent.
  - (7) Subcontractors, as appropriate to the agenda of the meeting.
  - (8) Suppliers, as appropriate to the agenda of the meeting.
  - (9) Engineer(s), if any and as appropriate to the agenda of the meeting.
  - (10) Others, as appropriate to the agenda of the meeting.
- D. The District's and/or the Architect's Consultants will attend at their discretion, in response to the agenda.
- E. The Construction Manager, and/or another District Agent shall take and distribute meeting notes to attendees and other concerned parties. If exceptions are taken to anything in the meeting notes, those exceptions shall

## Attachment 3

be stated in writing to the District within five (5) working days following District's distribution of the meeting notes.

### **1.03 PRE-INSTALLATION/PERFORMANCE MEETING:**

- A. Developer shall schedule a meeting prior to the start of each of the following portions of the Work: cutting and patching of plaster and roofing, and other weather-exposed and moisture-resistant products. Developer shall invite all Invitees to this meeting, and others whose work may affect or be affected by the quality of the cutting and patching work.
- B. Developer shall review in detail prior to this meeting, the manufacturer's requirements and specifications, applicable portions of the Contract Documents, Shop Drawings, and other submittals, and other related work. At this meeting, invitees shall review and resolve conflicts, incompatibilities, or inadequacies discovered or anticipated.
- C. Developer shall review in detail Project conditions, schedule, requirements for performance, application, installation, and quality of completed Work, and protection of adjacent Work and property.
- D. Developer shall review in detail means of protecting the completed Work during the remainder of the construction period.

**PART 2 - PRODUCTS Not Used.**

**PART 3 - EXECUTION Not Used.**

END OF DOCUMENT

# Attachment 3

DOCUMENT 01 50 13

## CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

### **PART 1 - GENERAL**

#### **1.01 RELATED DOCUMENTS AND PROVISIONS:**

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. General Conditions;
- B. Special Conditions; and
- C. Temporary Facilities and Controls.

#### **1.02 SECTION INCLUDES:**

- A. Administrative and procedural requirements for the following:
  - (1) Salvaging non-hazardous construction waste.
  - (2) Recycling non-hazardous construction waste.
  - (3) Disposing of non-hazardous construction waste.

#### **1.03 DEFINITIONS:**

- A. Construction Waste: Building and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.
- B. Demolition Waste: Building and site improvement materials resulting from demolition or selective demolition operations.
- C. Disposal: Removal off-site of demolition and construction waste and subsequent sale, recycling, reuse, or deposit in landfill or incinerator acceptable to authorities having jurisdiction.
- D. Recycle: Recovery of demolition or construction waste for subsequent processing in preparation for reuse.
- E. Salvage: Recovery of demolition or construction waste and subsequent sale or reuse in another facility.
- F. Salvage and Reuse: Recovery of demolition or construction waste and subsequent incorporation into the Work.

# Attachment 3

## 1.04 PERFORMANCE REQUIREMENTS:

- A. General: Develop waste management plan that results in end-of Project rates for salvage/recycling of sixty-five percent (65%) by weight (or by volume, but not a combination) of total waste generated by the Work.

## 1.05 SUBMITTALS:

- A. Waste Management Plan: Submit waste management plan within 30 days of date established for commencement of the Work.
- B. Waste Reduction Progress Reports: Concurrent with each Application for Payment, submit copies of report. Include the following information:
  - (1) Material category.
  - (2) Generation point of waste.
  - (3) Total quantity of waste in tons or cubic yards.
  - (4) Quantity of waste salvaged, both estimated and actual in tons or cubic yards.
  - (5) Quantity of waste recycled, both estimated and actual in tons or cubic yards.
  - (6) Total quantity of waste recovered (salvaged plus recycled) in tons or cubic yards.
  - (7) Total quantity of waste recovered (salvaged plus recycled) as a percentage of total waste.
- C. Waste Reduction Calculations: Before request for final payment, submit copies of calculated end-of-Project rates for salvage, recycling, and disposal as a percentage of total waste generated by the Work.
- D. Records of Donations: Indicate receipt and acceptance of salvageable waste donated to individuals and organizations. Indicate whether organization is tax exempt.
- E. Records of Sales: Indicate receipt and acceptance of salvageable waste sold to individuals and organizations. Indicate whether organization is tax exempt.
- F. Recycling and Processing Facility Records: Indicate receipt and acceptance of recyclable waste by recycling and processing facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.
- G. Landfill and Incinerator Disposal Records: Indicate receipt and acceptance of waste by landfills and incinerator facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.



## Attachment 3

- H. CHPS Submittal: CHPS letter template for Credit ME2.0 and ME2.1, signed by Developer, tabulating total waste material, quantities diverted and means by which it is diverted, and statement that requirements for the credit have been met.
- I. Qualification Data: For Waste Management Coordinator.
- J. Statement of Refrigerant Recovery: Signed by refrigerant recovery technician responsible for recovering refrigerant, stating that all refrigerant that was present was recovered and that recovery was performed according to EPA regulations. Include name and address of technician and date refrigerant was recovered.
- K. Submittal procedures and quantities are specified in Document 01 33 00.

### 1.06 QUALITY ASSURANCE:

- A. Waste Management Coordinator Qualifications: LEED Accredited Professional by U.S. Green Building Council.
- B. Regulatory Requirements: Comply with hauling and disposal regulations of authorities having jurisdiction.
- C. Waste Management Conference: Conduct conference at Project site to comply with requirements. Review methods and procedures related to waste management including, but not limited to, the following:
  - (1) Review and discuss waste management plan including responsibilities of Waste Management Coordinator.
  - (2) Review requirements for documenting quantities of each type of waste and its disposition.
  - (3) Review and finalize procedures for materials separation and verify availability of containers and bins needed to avoid delays.
  - (4) Review procedures for periodic waste collection and transportation to recycling and disposal facilities.
  - (5) Review waste management requirements for each trade.

### 1.07 WASTE MANAGEMENT PLAN:

- A. General: Develop plan consisting of waste identification, waste reduction work plan, and cost/revenue analysis. Indicate quantities by weight or volume, but use same units of measurement throughout waste management plan.
- B. Waste Identification: Indicate anticipated types and quantities of site-clearing and construction waste generated by the Work. Include estimated quantities and assumptions for estimates.

## Attachment 3

- C. Waste Reduction Work Plan: List each type of waste and whether it will be salvaged, recycled, or disposed of in landfill or incinerator. Include points of waste generation, total quantity of each type of waste, quantity for each means of recovery, and handling and transportation procedures.
- (1) Salvaged Materials for Reuse: For materials that will be salvaged and reused in this Project, describe methods for preparing salvaged materials before incorporation into the Work.
  - (2) Salvaged Materials for Sale: For materials that will be sold to individuals and organizations, include list of their names, addresses, and telephone numbers.
  - (3) Salvaged Materials for Donation: For materials that will be donated to individuals and organizations, include list of their names, addresses, and telephone numbers.
  - (4) Recycled Materials: Include list of local receivers and processors and type of recycled materials each will accept. Include names, addresses, and telephone numbers.
  - (5) Disposed Materials: Indicate how and where materials will be disposed of. Include name, address, and telephone number of each landfill and incinerator facility.
  - (6) Handling and Transportation Procedures: Include method that will be used for separating recyclable waste including sizes of containers, container labeling, and designated location on Project site where materials separation will be located.

### **PART 2 - PRODUCTS Not Used.**

### **PART 3 - EXECUTION**

#### **3.01 PLAN IMPLEMENTATION:**

- A. General: Implement approved waste management plan. Provide handling, containers, storage, signage, transportation, and other items as required to implement waste management plan during the entire duration of the Contract.
- (1) Comply with Document 01 50 00 for operation, termination, and removal requirements.
- B. [Waste Management Coordinator: Engage a waste management coordinator to be responsible for implementing, monitoring, and reporting status of waste management work plan. Coordinator shall be present at Project site full time for duration of Project.]
- C. Training: Train workers, subcontractors, and suppliers on proper waste management procedures, as appropriate for the Work occurring at Project site.

## Attachment 3

- (1) Distribute waste management plan to everyone concerned within 3 days of submittal return.
  - (2) Distribute waste management plan to entities when they first begin work on site. Review plan procedures and locations established for salvage, recycling, and disposal.
- D. Site Access and Temporary Controls: Conduct waste management operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
- (1) Designate and label specific areas of Project site necessary for separating materials that are to be salvaged, recycled, reused, donated, and sold.
  - (2) Comply with Document 01 50 00 for controlling dust and dirt, environmental protection, and noise control.

### 3.02 RECYCLING CONSTRUCTION WASTE:

- A. General: Recycle paper and beverage containers used by on-site workers.
- B. Recycling Incentives: Revenues, savings, rebates, tax credits, and other incentives received for recycling waste materials shall accrue to the Developer.
- C. Procedures: Separate recyclable waste from other waste materials, trash, and debris. Separate recyclable waste by type at Project site to the maximum extent practical.
- (1) Provide appropriately marked containers or bins for controlling recyclable waste until they are removed from Project Site. Include list of acceptable and unacceptable materials at each container and bin.
    - (a) Inspect containers and bins for contamination and remove contaminated materials if found.
  - (2) Stockpile processed materials on site without intermixing with other materials. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
  - (3) Stockpile materials away from construction area. Do not store within drip line of remaining trees.
  - (4) Store components off the ground and protect from the weather.
  - (5) Remove recyclable waste off District property and transport to recycling receiver or processor.

## Attachment 3

- D. Packaging:
  - (1) Cardboard and Boxes: Break down packaging into flat sheets. Bundle and store in a dry location.
  - (2) Polystyrene Packaging: Separate and bag material.
  - (3) Pallets: As much as possible, require deliveries using pallets to remove pallets from Project Site. For pallets that remain on Site, break down pallets into component wood pieces and comply with requirements for recycling wood.
  - (4) Crates: Break down crates into component wood pieces and comply with requirements for recycling wood.
- E. Site-Clearing Wastes: Chip brush, branches, and trees on site.
- F. Wood Materials:
  - (1) Clean Cut-Offs of Lumber: Grind or chip into small pieces.
  - (2) Clean Sawdust: Bag sawdust that does not contain painted or treated wood.
- G. Gypsum Board: Stack large clean pieces on wood pallets and store in a dry location.
  - (1) Clean Gypsum Board: Grind scraps of clean gypsum board using small mobile chipper or hammer mill. Screen out paper after grinding.

### 3.03 DISPOSAL OF WASTE:

- A. General: Except for items or materials to be salvaged, recycled, or otherwise reused, remove waste materials from Project Site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.
  - (1) Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on site.
  - (2) Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- B. Burning: Do not burn waste materials.
- C. Disposal: Transport waste materials off District property and legally dispose of them.

END OF DOCUMENT

# Attachment 3

DOCUMENT 01 64 00

## OWNER-FURNISHED PRODUCTS

### **PART 1 – GENERAL**

#### **1.01 RELATED DOCUMENTS AND PROVISIONS**

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. General Conditions;
- B. Special Conditions; and
- C. Materials and Equipment.

#### **1.02 SECTION INCLUDES**

- A. Requirements for the following:
  - (1) Installing Owner-furnished materials and equipment.
  - (2) Providing necessary utilities, connections and rough-ins.

#### **1.03 DEFINITIONS**

- A. Owner: District, who is providing/furnishing materials and equipment.
- B. Installing Contactor: Developer, who is installing the materials and equipment furnished by the Owner.

#### **1.04 PRODUCT DELIVERY, STORAGE, AND HANDLING**

- A. Receive, store and handle products in accordance with the manufacturer's instructions.
- B. Protect equipment items as required to prevent damage during storage and construction.

### **PART 2 – PRODUCTS**

#### **2.01 GENERAL PRODUCT REQUIREMENTS**

- A. Installing Developer's Responsibilities:
  - (1) Verify mounting and utility requirements for Owner-furnished materials and equipment items.
  - (2) Provide mounting and utility rough in for all items where required.

## Attachment 3

- (a) Rough in locations, sizes, capacities, and similar type items shall be as indicated and required by product manufacturer.
- B. Owner and Installing Developer(s) Responsibilities:
- (1) Owner-Furnished/Developer Installed ("OFICI"): Furnished by the Owner; installed by the Installing Developer.
    - (a) General: Owner and Installing Developer(s) will coordinate deliveries of materials and equipment to coincide with the construction schedule.
    - (b) Owner will furnish specified materials and equipment delivered to the site. Owner/vendor's representative shall be present on Site at the time of delivery to comply with the contract requirements
    - (c) The Owner furnishing specified materials and equipment is responsible to provide manufacturer guarantees as required by the Contract to the Installing Developer.
    - (d) The Installing Developer shall:
      - 1) Review, verify and accept the approved manufacturer's submittal/Shop Drawings for all materials and equipment required to be installed by the Installer Developer and furnished by the Owner. Any discrepancies, including but not limited to possible space conflicts, should be brought to the attention of the Project Manager and/or Program Manager, if applicable.
      - 2) Coordinate timely delivery. Installing Developer shall receive materials and equipment at Site when delivered and give written receipt at time of delivery, noting visible defects or omissions; if such declaration is not given, the Installing Developer shall assume responsibility for such defects and omissions.
      - 3) Store materials and equipment until ready for installation and protect from loss and damage. Installing Developer is responsible for providing adequate storage space.
      - 4) Coordinate with other bid package Developers and field measurement to ensure complete installation.
      - 5) Uncrate, assemble, and set in place.
      - 6) Provide adequate supports.
      - 7) Install materials and equipment in accordance with manufacturer's recommendations, instructions, and Shop Drawings, supply labor and material required, and

## Attachment 3

make mechanical, plumbing, and electrical connections required to operate equipment.

- 8) Be certified by equipment manufacturer for installation of the specific equipment supplied by the Owner.
  - 9) Provide anchorage and/or bracing as required for seismic restraint per Title 24, UBC Standard 27-11 and all other applicable codes.
  - 10) Provide the contract-required warranty and guarantee for all work, materials and equipment, and installation upon its completion and acceptance by the District. Guarantee includes all costs associated with the removal, shipping to and from the Site, and re-installation of any equipment found to be defective.
- C. Compatibility with Space and Service Requirements:
- (1) Equipment items shall be compatible with space limitations indicated and as shown on the Contract Documents and specified in other sections of the Specifications.
  - (2) Modifications to equipment items required to conform to space limitations specified for rough in shall not cause additional cost to the District.
- D. Manufacturer's printed descriptions, specifications, and instructions shall govern the Work unless specifically indicated or specified otherwise.

### 2.02 FURNISHED MATERIALS AND EQUIPMENT

- A. All furnished materials and equipment are indicated or scheduled on the Contract Documents.

## PART 3 – EXECUTION

### 3.01 INSTALLATION

- A. Install equipment items in accordance with the manufacturer's instructions.
- B. Set equipment items securely in place, rigidly or flexibly mounted in accordance with manufacturers' directions.
- C. Make electrical and mechanical connections as indicated and required.
- D. Touch-up and restore damaged or defaced finishes to the Owner's satisfaction.

### 3.02 CLEANING AND PROTECTION

- A. Repair or replace items not acceptable to the Architect or Owner.

## **Attachment 3**

- B. Upon completion of installation, clean equipment items in accordance with manufacturer's recommendations, and protect from damage until final acceptance of the Work by the Owner.

END OF DOCUMENT



# Attachment 3

SECTION 01 66 00

## PRODUCT DELIVERY, STORAGE AND HANDLING

### PART 1 - GENERAL

#### 1.01 RELATED DOCUMENTS AND PROVISIONS

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. General Conditions, including, without limitation, Site Access, Conditions and Requirements;
- B. Special Conditions.

#### 1.02 PRODUCTS

- A. Products are as defined in the General Conditions.
- B. Developer shall not use and/or reuse materials and/or equipment removed from existing Premises, except as specifically permitted by the Contract Documents.
- C. Developer shall provide interchangeable components of the same manufacturer, for similar components.

#### 1.03 TRANSPORTATION AND HANDLING

- A. Developer shall transport and handle Products in accordance with manufacturer's instructions.
- B. Developer shall promptly inspect shipments to confirm that Products comply with requirements, quantities are correct, and products are undamaged.
- C. Developer shall provide equipment and personnel to handle Products by methods to prevent soiling, disfigurement, or damage.

#### 1.04 STORAGE AND PROTECTION

- A. Developer shall store and protect Products in accordance with manufacturer's instructions, with seals and labels intact and legible. Developer shall store sensitive products in weather-tight, climate controlled enclosures.
- B. For exterior storage of fabricated Products, Developer shall place on sloped supports, above ground.
- C. Developer shall provide off-site storage and protection when Site does not permit on-site storage or protection.
- D. Developer shall cover products subject to deterioration with impervious sheet covering and provide ventilation to avoid condensation.

## Attachment 3

- E. Developer shall store loose granular materials on solid flat surfaces in a well-drained area and prevent mixing with foreign matter.
- F. Developer shall provide equipment and personnel to store Products by methods to prevent soiling, disfigurement, or damage.
- G. Developer shall arrange storage of Products to permit access for inspection and periodically inspect to assure Products are undamaged and are maintained under specified conditions.

**PART 2 – PRODUCTS Not Used.**

**PART 3 - EXECUTION Not Used.**

END OF DOCUMENT

# Attachment 4

## CONTRACT DOCUMENTS

### **For all or a portion of the following Site:**

**Project:** Cesar Chavez/Edward Kemble New Construction and Modernization

**Addresses:** 7495 29<sup>th</sup> Street Sacramento, CA 95822 and 7500 32<sup>nd</sup> Street Sacramento, CA 95822

**APN:** 04901760020000 and 04901830020000

### **By and between**

Sacramento City Unified School District  
5735 47<sup>th</sup> Avenue  
Sacramento, CA 95824

### **And**

Balfour Beatty – Clark/Sullivan a Joint Venture  
400 Capitol Mall Suite 900,  
Sacramento, CA, 95814  
Dated as of December 15, 2022

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## PERFORMANCE BOND (100% of Contract Price)

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board ("Board") of the Sacramento City Unified 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:

### Cesar Chavez/Edward Kemble New Construction and Modernization Project

("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 bounden Principal, his or 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 his or 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

## Attachment 4

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 Developer 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 Developer remains. Nothing herein shall limit the District's rights or Developer 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, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work or to the specifications.

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

**Developer 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

# Attachment 4

**PAYMENT BOND**  
**Developer's Labor & Material Bond**  
**(100% of Contract Price)**

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board ("Board") of the Sacramento City Unified 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:

**Cesar Chavez/Edward Kemble New Construction and Modernization Project**

("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 his or its subcontractors, of the heirs, executors, administrators, successors, or assigns of any, all, or either of them shall fail to pay for any labor, materials, provisions, provender, 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.

## Attachment 4

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

**Developer 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



# Attachment 4

## WORKERS' COMPENSATION CERTIFICATION

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 Developer: \_\_\_\_\_

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

# Attachment 4

## CRIMINAL BACKGROUND INVESTIGATION /FINGERPRINTING CERTIFICATION

The undersigned does hereby certify to the District that I am a representative of the Developer 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 Developer.

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

- Pursuant to Education Code section 45125.2(a), Developer has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Developer's employees, Subcontractors or suppliers and District pupils at all times; and/or
- Pursuant to Education Code section 45125.2(a), Developer certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Developer 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 Developer's and its subcontractors' or suppliers' employees is:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**NOTE:** If Developer is a sole proprietor, and elects the above option, Developer 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 Developer's employees, subcontractors or suppliers so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.2 shall not apply to Developer under the Contract.
- The Work on the Contract is either (i) at an unoccupied school site and no employee of Developer and/or subcontractor or supplier of any tier of the Contract shall come in contact with the District pupils or (ii) if Developer'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 Developer under the Contract.

[CONTINUED ON NEXT PAGE]

## Attachment 4

- The Developer, who is not a sole proprietor, has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Developer'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 Developer 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 Developer's employees and any subcontractors' employees have not been convicted of a felony as defined in Government Code Section 45122.1.

**A complete and accurate list of Developer'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 Developer is a sole proprietor and intends to comply with the fingerprinting requirements of Education Code section 45125.1(h) with respect to all Developer'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 Developer's employees and any subcontractors' employees have not been convicted of a felony as defined in Government Code Section 45122.1.

Developer'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 Developer.

[CONTINUED ON NEXT PAGE]

# Attachment 4

## ATTACHMENT "A"

### List of Employees/Subcontractors

Name/Company: \_\_\_\_\_

Name/Company: \_\_\_\_\_

Name/Company: \_\_\_\_\_

Name/Company: \_\_\_\_\_

Name/Company: \_\_\_\_\_

Name/Company: \_\_\_\_\_

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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.

Date: \_\_\_\_\_

Proper Name of Developer: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

END OF DOCUMENT

# Attachment 4

## COVID-19 VACCINATION/TESTING CERTIFICATION

The California Department of Public Health ("CDPH") requires, pursuant to its August 11, 2021, Order ("Order"), that all public and private schools serving students in transitional kindergarten through grade twelve, unless exempt, are required to verify the vaccine status of all K-12 school workers. Further, pursuant to the Order, all such schools are required to verify that all workers are either fully vaccinated or undergo weekly diagnostic testing.

On October 12, 2021, the Board of Education of the Sacramento City Unified School District ("SCUSD") approved Resolution No. 3233: Mandatory COVID-19 Vaccination for Eligible, Non-Exempt Students and Staff, providing that as of January 31, 2022, "all non-exempt SCUSD staff (including SCUSD partners, contractors, and other individuals who work directly with students and SCUSD staff on SCUSD facilities)" must be fully vaccinated prior to performing services at District facilities.

In light of these requirements, Developer certifies that the following entity:

\_\_\_\_\_ has verified that the Developer and its subcontractors' personnel providing services at District's Project site(s):

- Have all been fully vaccinated in accordance with the District's Policy.
  
- Have not all been fully vaccinated, but those who are unvaccinated or not fully vaccinated have filed a valid exemption from vaccination with Developer and will undergo weekly diagnostic testing in accordance with the District's Policy.

Developer understands that the District's Project site will need to comply with the District's COVID-19 requirements for fully vaccinated personnel or unvaccinated personnel. Developer will comply with District policy, and all applicable state and local laws for vaccinated and unvaccinated personnel.

### CERTIFICATION

I, \_\_\_\_\_, certify that I am Developer's \_\_\_\_\_ and that I have made a diligent effort to ascertain the facts with regard to the representations made herein.

Date: \_\_\_\_\_

Proper Name of Developer: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

END OF DOCUMENT

# Attachment 4

## DRUG-FREE WORKPLACE CERTIFICATION

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 Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990.

Developer 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.

## Attachment 4

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

Date: \_\_\_\_\_

Proper Name of Developer: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

END OF DOCUMENT

# Attachment 4

## TOBACCO-FREE ENVIRONMENT CERTIFICATION

Pursuant to, without limitation, 20 U.S.C. section 6083, Labor Code section 6400 et seq., Health & Safety Code section 104350 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.

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 Developer: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

END OF DOCUMENT



# Attachment 4

## DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION CERTIFICATION

### 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, lowest responsive responsible bidder awarded the Contract must submit this document to the District after issuance of the Notice of Award After Guaranteed Maximum Price, identifying the steps Developer took to solicit DVBE participation in conjunction with this Contract. 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.

<b>YOUR BUSINESS ENTERPRISE IS:</b>	<b>AND YOU WILL</b>	<b>AND YOU WILL</b>
<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 ("OSB")*	Complete Part 1 of this form and the Certification
<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 OSB (including yours, if applicable), and complete Part 1 of this form and the certification
<input type="checkbox"/> <b>NOT</b> disabled veteran owned	Use DVBE subcontractors /suppliers for at least 3% of this Contract	
<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 OSB is obtained from the participating DVBE.

# Attachment 4

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

	<b>TOTAL CONTRACT PRICE</b>
<b>A. Prime Bidder, if DVBE (own participation)</b>	\$
DVBE Subcontractor or Supplier	
Subtotal (A & B)	
Non-DVBE	
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
The District, if any			*
OSB, which publishes a list of DVBE's; Internet Address: <a href="http://www.dgs.ca.gov/osbcr">http://www.dgs.ca.gov/osbcr</a>	(916) 323-5478 (916) 322-5060		*
DVBE Organization (List)			*

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

## Attachment 4

**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 OSB		
was <b>NOT</b> 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.			
DISABLED VETERANS BUSINESS ENTERPRISES 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.

# Attachment 4

## CERTIFICATION

I, \_\_\_\_\_ certify that I am Developer's \_\_\_\_\_  
and that I have made a diligent effort to ascertain the facts with regard to the representations  
made herein.

Date: \_\_\_\_\_

Name of Developer: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

END OF DOCUMENT

# Attachment 4

## **HAZARDOUS MATERIALS PROCEDURES & REQUIREMENTS**

### 2. **Summary**

This document includes information applicable to hazardous materials and hazardous waste abatement.

### 3. **Notice of Hazardous Waste or Materials**

- a. Developer 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 Developer 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. Developer'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 Developer, its Subcontractors, suppliers, or anyone else for whom Developer 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 Developer'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 Developer in writing, stating reasons. If the District and Developer cannot agree on whether conditions justify an adjustment in Contract Price or Contract Time, or on the extent of any adjustment, Developer shall proceed with the Work as directed by the District.
- e. If after receipt of notice from the District, Developer 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.

## Attachment 4

- f. If Developer stops Work in connection with any hazardous condition and in any area affected thereby, Developer shall immediately redeploy its workers, equipment, and materials, as necessary, to other portions of the Work to minimize delay and disruption.

### 4. Additional Warranties and Representations

- a. Developer 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. Developer 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. Developer 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. Developer accepts the risk that any specified procedure will result in a completed Project in full compliance with the Contract Documents.

### 5. 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. Developer 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 Developer. In the event District elects to perform these activities and tests, Developer 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.

## Attachment 4

Developer 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, Developer may retain its own industrial hygiene consultant at Developer'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 Developer relating to the Work and Developer shall immediately provide that documentation upon request.

### 6. Compliance with Laws

- a. Developer 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. Developer 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.

### 7. Disposal

- a. Developer has the sole responsibility for determining current waste storage, handling, transportation, and disposal regulations for the job Site and for each waste disposal facility. Developer 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. Developer 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.

## Attachment 4

- c. Developer 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. Developer shall not use any disposal facility to which District has objected. Developer 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.

### 8. Permits

- a. Before performing any of the Work, and at such other times as may be required by applicable law, Developer shall deliver all requisite notices and obtain the approval of all governmental and quasi-governmental authorities having jurisdiction over the Work. Developer 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, Developer 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. Developer shall not conduct any Work involving asbestos-containing materials or PCBs unless Developer 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 Developer. Developer shall give all notices and comply with the all applicable laws bearing on the conduct of the Work as drawn and specified. If Developer 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 Developer 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 Developer in securing the permit or giving the notice, but Developer shall prepare for District review and execution upon approval, all necessary applications, notices, and other materials.



## Attachment 4

### 9. 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.*).

### 10. Termination

District shall have an absolute right to terminate for default immediately without notice and without an opportunity to cure should Developer 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

# Attachment 4

## HAZARDOUS MATERIALS CERTIFICATION

Developer 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 Developer's work on the Project for District.

Developer further certifies that it has instructed its employees with respect to the above-mentioned standards, hazards, risks, and liabilities.

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.

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 Developer if the material is found to be New Hazardous Material.

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 Developer's expense at no additional cost to the District.

Developer has read and understood the document titled Hazardous Materials Procedures & Requirements, and shall comply with all the provisions outlined therein.

Date: \_\_\_\_\_

Proper Name of Developer: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

END OF DOCUMENT

# Attachment 4

## **LEAD-BASED MATERIALS CERTIFICATION**

This certification provides notice to Developer that:

- (1) Developer's work may disturb lead-containing building materials.
- (2) Developer shall notify the District if any work may result in the disturbance of lead-containing building materials.
- (3) Developer 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 Developer and its employees will be providing services for the District, and because Developer's work may disturb lead-containing building materials, DEVELOPER 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

## Attachment 4

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 Developer, 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).

**Developer 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

# Attachment 4

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. Developer's Liability

If Developer fails to comply with any applicable laws, rules, or regulations, and that failure results in a site or worker contamination, Developer 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 Developer 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 Developer 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.

Developer 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 Developer.

DEVELOPER 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 DEVELOPER. THE DISTRICT MAY REQUIRE PROOF OF SUCH AUTHORITY.

Date: \_\_\_\_\_

Proper Name of Developer: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

END OF DOCUMENT

# Attachment 4

## IMPORTED MATERIALS CERTIFICATION

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

# Attachment 4

## SKILLED AND TRAINED WORKFORCE CERTIFICATION

The undersigned does hereby certify to the governing board of the District as follows:

That I am a representative of Developer currently performing work on the Project; that I am familiar with the facts herein certified; and that I am authorized and qualified to execute this certificate on behalf of Developer.

That Developer and its subcontractors at every tier will use a Skilled and Trained Workforce to perform all work on the Contract or Project that falls within an apprenticeable occupation in the building and construction trades in accordance with Public Contract Code section 2600 et seq.

"Apprenticeable occupation" means an occupation for which the Chief of the Division of Apprenticeship Standards of the Department of Industrial Relations ("Chief") had approved an apprenticeship program pursuant to Section 3075 of the Labor Code before January 1, 2014.

"Skilled and Trained Workforce" means a workforce that meets all of the following conditions:

1. All of the workers are either skilled journeypersons or apprentices registered in an apprenticeship program approved by the Chief.
2. The percentage of either (A) skilled journeypersons employed by Developer or subcontractor to perform work on the Contract or Project who are graduates of an apprenticeship program for the applicable occupation, or (B) hours of work performed by skilled journeypersons employed by Developer or subcontractor to perform work on the Contract or Project who are graduates of an apprenticeship program for the applicable occupation, is at least equal to the percentages set forth in the following chart for the applicable month:

REQUIREMENT	EXCLUDED OCCUPATIONS
0%	Teamster
At least 30%	Acoustical installer, bricklayer, carpenter, cement mason, drywall installer or lather, marble mason, finisher, or setter, modular furniture or systems installer, operating engineer, pile driver, plasterer, roofer or waterproofer, stone mason, surveyor, terrazzo worker or finisher, and tile layer, setter, or finisher
At least 60%	Remaining apprenticeable occupations

3. For an apprenticeable occupation in which no apprenticeship program has been approved by the Chief before January 1, 1995, up to one-half of the above graduation percentage requirements set forth in the above chart may be satisfied by skilled journeypersons who commenced working in the apprenticeable occupation before the Chief's approval of an apprenticeship program for that occupation in the county in which the Project is located.

## Attachment 4

4. The contractor or subcontractor need not meet the apprenticeship graduation requirements if:
- a. During a calendar month, Developer or subcontractor employs skilled journeypersons to perform fewer than 10 hours of work on the Contract or Project; or
  - b. The subcontractor was not a listed subcontractor under Public Contract Code section 4104 or a substitute for a listed subcontractor and the subcontract does not exceed one-half of 1 percent of the price of the prime contract.

That Developer and its subcontractors will demonstrate its compliance with the Skilled and Trained Workforce requirements by either of the following methods (check what applies):

- Using the form attached hereto, provide monthly reports to the District from Developer and its subcontractors demonstrating that they are complying with the requirements of Public Contract Code section 2600 et seq., which shall be a public record under California Public Records Act, Government Code section 6250 et seq.; or
- Provide evidence that Developer and its subcontractors have agreed to be bound by: (1) a project labor agreement entered into by the District that binds all contractors and all its subcontractors at every tier performing work on the Project to use a skilled and trained workforce; (2) the extension or renewal of a project labor agreement entered into by the District prior to January 1, 2017; or (3) a project labor agreement that binds all contractors and all its subcontractors at every tier performing work on the Project to use a skilled and trained workforce.

I hereby certify that I am aware of the provisions of section 17407.5 of the Education Code and sections 2600 through 2602 of the Public Contract Code and will comply with such provisions during the performance of the Work of this Contract and will bind all of my subcontractors at every tier, with the exception of the subcontractors identified in Public Contract Code section 2602, to comply with such provisions.

Date:

\_\_\_\_\_

Proper Name of Developer:

\_\_\_\_\_

Signature:

\_\_\_\_\_

Print Name:

\_\_\_\_\_

Title:

\_\_\_\_\_



# Attachment 4

<p style="text-align: center;"><b>SKILLED AND TRAINED WORKFORCE MONTHLY REPORT (COVER PAGE)</b></p>
---

NAME OF PROJECT: Cesar Chavez/Edward Kemble New Construction and Modernization

NAME OF CONTRACTOR: \_\_\_\_\_

FOR THE MONTH OF: \_\_\_\_\_, 20\_\_\_\_

The undersigned hereby certifies that all the workers employed by the above-referenced contractor performing work in an apprenticeable occupation in the building and construction trades on the Project are either skilled journeypersons or apprentices registered in an apprenticeship program approved by the Chief of the Division of Apprenticeship Standards of the Department of Industrial Relations.

The undersigned further certifies that the percentage of either (A) skilled journeypersons employed by the above-referenced contractor to perform work on the Project who are graduates of an apprenticeship program for the applicable occupation, or (B) hours of work performed by skilled journeypersons employed by the above-referenced contractor to perform work on the Project who are graduates of an apprenticeship program for the applicable occupation, is at least equal to the apprenticeship graduation percentage required by Public Contract Code section 2601 for the particular calendar month.

The undersigned has demonstrated compliance with the apprenticeship graduation percentage by completing the accompanying Worksheet(s). A true and correct Worksheet for each apprenticeable occupation in the building and construction trades utilized by the above-referenced contractor for the particular calendar month is attached hereto, **totaling \_\_\_\_\_ attached page(s).**

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

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

# Attachment 4

<b>SKILLED AND TRAINED WORKFORCE MONTHLY REPORT (WORKSHEET)</b>
---

NAME OF PROJECT: Cesar Chavez/Edward Kemble New Construction and Modernization

NAME OF CONTRACTOR: \_\_\_\_\_

FOR THE MONTH OF: \_\_\_\_\_ 20\_\_

**Page \_\_\_ of \_\_\_** (Duplicate as needed. Submit a separate Worksheet for each apprenticeable occupation in the building and construction trades utilized by contractor.)

**\*Apprenticeable occupation:** \_\_\_\_\_.

- A. If above-identified occupation is *acoustical installer, bricklayer, carpenter, cement mason, drywall installer or lather, marble mason, finisher, or setter, modular furniture or systems installer, operating engineer, pile driver, plasterer, roofer or waterproofer, stone mason, surveyor, terrazzo worker or finisher, and tile layer, setter, or finisher*, the apprenticeship graduation percentage requirement is at least 30 percent.
- B. If the above-identified occupation is any other apprenticeable occupation, *excluding teamsters and occupations listed in subparagraph A, above*, the apprenticeship graduation percentage requirement is at least at least 30 percent in 2017, 40 percent in 2018, 50 percent in 2019, 60 percent in 2020.

Demonstrate compliance for the above-identified occupation by either Number of Skilled Journeypersons or Number of Hours of Work Performed by Skilled Journeypersons. Check and complete the method of compliance that applies:

**Number of Skilled Journeypersons:**

1. Number of skilled journeypersons performing work in the apprenticeable occupation: \_\_\_\_\_
2. Number of skilled journeypersons who are graduates of an apprenticeship program for the applicable occupation: \_\_\_\_\_

**Percentage of skilled journeypersons who are graduates of an apprenticeship program for the applicable occupation** (divide line 2 by line 1): \_\_\_\_\_ %

**Number of Hours of Work Performed by Skilled Journeypersons:**

1. Number of hours of work performed by skilled journeypersons in the apprenticeable occupation: \_\_\_\_\_
2. Number of hours of work performed by skilled journeypersons who are graduates of an apprenticeship program for the applicable occupation: \_\_\_\_\_

**Percentage of hours of work performed by skilled journeypersons who are graduates of an apprenticeship program for the applicable occupation** (divide line 2 by line 1): \_\_\_\_\_ %

\*This Worksheet incorporates by reference all definitions in Public Contract Code section 2601, including, without limitation, the definitions of "apprenticeable occupation," "graduate of an apprenticeship program," and "skilled journeypersons."

END OF DOCUMENT

# Attachment 4

## **REGISTERED SUBCONTRACTORS LIST** **(Labor Code Section 1771.1)**

PROJECT: Cesar Chavez/Edward Kemble New Construction and Modernization

Date Submitted (for Updates): \_\_\_\_\_

Developer 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 Developer 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.

Developer acknowledges and agrees that, if Developer fails to list as to any subcontractor of any tier who performs any portion of Work, the Contract is subject to cancellation and Developer 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:** \_\_\_\_\_

Address: \_\_\_\_\_

Contractor License #: \_\_\_\_\_

DIR Registration #: \_\_\_\_\_

Portion of Work: \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_

Address: \_\_\_\_\_

Contractor License #: \_\_\_\_\_

DIR Registration #: \_\_\_\_\_

Portion of Work: \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_

Address: \_\_\_\_\_

Contractor License #: \_\_\_\_\_

DIR Registration #: \_\_\_\_\_

Portion of Work: \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_

Address: \_\_\_\_\_

Contractor License #: \_\_\_\_\_

DIR Registration #: \_\_\_\_\_

# Attachment 4

Portion of Work: \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_

Address: \_\_\_\_\_

Contractor License #: \_\_\_\_\_

DIR Registration #: \_\_\_\_\_

Portion of Work: \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_

Address: \_\_\_\_\_

Contractor License #: \_\_\_\_\_

DIR Registration #: \_\_\_\_\_

Portion of Work: \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_

Address: \_\_\_\_\_

Contractor License #: \_\_\_\_\_

DIR Registration #: \_\_\_\_\_

Portion of Work: \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_

Address: \_\_\_\_\_

Contractor License #: \_\_\_\_\_

DIR Registration #: \_\_\_\_\_

Portion of Work: \_\_\_\_\_

Date: \_\_\_\_\_

Proper Name of Developer: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

END OF DOCUMENT

# Attachment 4

## **ESCROW AGREEMENT IN LIEU OF RETENTION** **Public Contract Code Section 22300**

This Escrow Agreement ("Escrow Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Sacramento City Unified School District ("District"), whose address is 5735 47th Avenue, Sacramento, CA 95824, and \_\_\_\_\_ ("Developer"), 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, Developer, and Escrow Agent agree as follows:

1. Pursuant to section 22300 of Public Contract Code of the State of California, which is hereby incorporated by reference, Developer 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 Developer for the \_\_\_\_\_ Project, in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), dated \_\_\_\_\_, 20\_\_\_\_, (the "Contract"); **or**
  - On written request of Developer, District shall make payments of the retention earnings for the above referenced Contract directly to Escrow Agent.

When Developer 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 terms of Contract between District and Developer.

Securities shall be held in name of Sacramento City Unified School District, and shall designate Developer as beneficial owner.

2. District shall make progress payments to Developer 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.
3. When District makes payment of retention earned directly to Escrow Agent, Escrow Agent shall hold them for the benefit of Developer until the time that the escrow created under this Escrow Agreement is terminated. Developer 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.
4. Developer 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 Developer \$ \_\_\_\_\_ for each of District's deposits to the escrow

## Attachment 4

account. These expenses and payment terms shall be determined by District, Developer, and Escrow Agent.

5. Interest earned on securities or money market accounts held in escrow and all interest earned on that interest shall be for sole account of Developer and shall be subject to withdrawal by Developer at any time and from time to time without notice to District.
6. Developer 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 Developer.
7. District shall have the right to draw upon the securities and/or withdraw amounts from the Escrow Account in the event of default by Developer. 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.
8. Upon receipt of written notification from District certifying that the Contract is final and complete, and that Developer has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Developer 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.
9. Escrow Agent shall rely on written notifications from District and Developer pursuant to Paragraphs 5 through 8, inclusive, of this Escrow Agreement and District and Developer shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of securities and interest as set forth above.

[CONTINUED ON FOLLOWING PAGE]

# Attachment 4

10. Names of persons who are authorized to give written notice or to receive written notice on behalf of District and on behalf of Developer 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 Escrow Agent:

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

On behalf of Developer:

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

At the time that the Escrow Account is opened, District and Developer 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 Developer:

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

END OF DOCUMENT

# Attachment 4

## NOTICE OF INTENT TO AWARD

DATED: \_\_\_\_\_ 20\_\_

TO: \_\_\_\_\_ ("Developer")  
[ADDRESS]

PROJECT: **Cesar Chavez/Edward Kemble New Construction and Modernization Project**

CONTRACT NO.: \_\_\_\_\_ between the Sacramento City Unified School District ("District") and Developer ("Contract").

Developer has been awarded the above-referenced Contract on \_\_\_\_\_, 20\_\_, by act of the District's Board.

Developer shall execute and submit to District the following documents by no later than 5:00 p.m. on the **SEVENTH (7th)** calendar day following the date of this Notice of Award.

- 1.1 Site Lease.
- 1.2 Facilities Lease.
- 1.3 Insurance Certificates and Endorsements as required.
- 1.4 Registered Subcontractors List (Initial List): Include any designated Subcontractors of any tier from Developer's proposal. To be amended/supplemented following Subcontractor bidding.
- 1.5 Workers' Compensation Certification.
- 1.6 Prevailing Wage and Related Labor Requirements Certification.
- 1.7 Criminal Background Investigation/Fingerprinting Certification.
- 1.8 COVID-19 Vaccination/Testing Certification.
- 1.9 Drug-Free Workplace Certification.
- 1.10 Tobacco-Free Environment Certification.
- 1.11 Disabled Veteran Business Enterprise Participation Certification.
- 1.12 Roofing Project Certification.
- 1.13 Hazardous Materials Certification.
- 1.14 Lead-Based Materials Certification.
- 1.15 Imported Materials Certification.
- 1.16 Skilled and Trained Workforce Certification.



## Attachment 4

### 1.17 Escrow Agreement in Lieu of Retention (if used).

After Developer's timely compliance with those conditions, District will return a fully signed counterpart of the Contract and may then issue the Notice to Proceed with Preconstruction Services for the Project.

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

END OF DOCUMENT

# Attachment 4

## NOTICE TO PROCEED WITH PRECONSTRUCTION SERVICES

DATED: \_\_\_\_\_ 20\_\_

TO: \_\_\_\_\_ ("Developer")  
[ADDRESS]

PROJECT: Cesar Chavez/Edward Kemble New Construction and Modernization

CONTRACT NO.: \_\_\_\_\_ between the Sacramento City Unified School District ("District") and Developer ("Contract").

Developer is hereby notified that the Contract Time under the above Contract will commence to run on \_\_\_\_\_, 20\_\_\_. By that date, Developer is to start performing its preconstruction services for the Project.

Preconstruction services will conclude upon approval of the Amendment to the Facilities Lease by District's Board, or termination of this Contract by either party per the Contract's terms.

No work for which a contractor is required to be licensed in accordance with the Business and Professions Code and for which Division of the State Architect (DSA) approval is required can be performed before receipt of DSA approval.

Developer shall not commence construction of the Project until the Notice to Proceed with Construction is issued by District following approval of the Amendment to the Facilities Lease by District's Board.

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

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

END OF DOCUMENT

# Attachment 4

## NOTICE OF INTENT TO AWARD AFTER GUARANTEED MAXIMUM PRICE

DATED: \_\_\_\_\_ 20\_\_

TO: \_\_\_\_\_ ("Developer")  
[ADDRESS]

PROJECT: Cesar Chavez/Edward Kemble New Construction and Modernization

CONTRACT NO.: \_\_\_\_\_ between the Sacramento City Unified School District ("District") and Developer ("Contract").

Amendment No. 1 to the Facilities Lease for the above-referenced Contract has been approved on \_\_\_\_\_, 20\_\_, by act of the District's Board. The Guaranteed Maximum Price ("GMP") for the Project is \_\_\_\_\_ Dollars (\$\_\_\_\_\_).

Developer shall fully execute the following documents on the forms provided in the Contract Documents as indicated on the forms and submit the same to District by no later than 5:00 p.m. on the **SEVENTH (7th)** calendar day following the date of this Notice of Amendment.

- 1.1 Performance Bond (100% of GMP).
- 1.2 Payment Bond (Contractor's Labor & Material Bond) (100% of GMP).
- 1.3 Disabled Veterans Business Enterprise Participation Certification.

After Developer's timely compliance with those conditions, District may then issue the Notice to Proceed with Construction for the Project.

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

END OF DOCUMENT

# Attachment 4

## NOTICE TO PROCEED WITH CONSTRUCTION

DATED: \_\_\_\_\_ 20\_\_

TO: \_\_\_\_\_ ("Developer")  
[ADDRESS]

PROJECT: Cesar Chavez/Edward Kemble New Construction and Modernization

CONTRACT NO.: \_\_\_\_\_ between the Sacramento City Unified School District ("District") and Developer ("Contract").

Developer is hereby notified that the construction phase of the Project will commence on \_\_\_\_\_, 20\_\_\_. In accordance with the Contract, Developer shall complete the Work by no later than \_\_\_\_\_, 20\_\_\_.

Developer must submit the following documents by 5:00 p.m. on the **TENTH (10th)** calendar day following the date of this Notice to Proceed with Construction, and in no event later than the **FIRST (1st)** day on which Developer has workers employed on the construction phase of the Project:

- 1.1 Developer's preliminary schedule of construction.
- 1.2 Developer's preliminary schedule of values for all of the Work.
- 1.3 Developer's preliminary schedule of submittals, including Shop Drawings, Product Data, and Samples submittals
- 1.4 Developer's Safety Plan specifically adapted for the Project.
- 1.5 A complete list subcontractors of any and all tiers, including the name, address, telephone number, facsimile number, California State Contractors License number, classification, DIR registration number, and monetary value of all subcontracts for parties furnishing labor, material, or equipment for completion of the Project.

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

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

END OF DOCUMENT

# Attachment 4

## APPLICATION AND CERTIFICATE FOR PAYMENT - SAMPLE

Distribution to:

- OWNER
- ARCHITECT
- CONTRACTOR
- INSPECTOR OF RECORD
- 3<sup>rd</sup> PARTY INSPECTOR
- DISBURSEMENT AGENCY

APPLICATION NO: \_\_\_\_\_  
 INVOICE NO: \_\_\_\_\_  
 PERIOD TO: \_\_\_\_\_  
 PROJECT NO: \_\_\_\_\_  
 DSA FILE NO: \_\_\_\_\_  
 CONTRACT DATE: \_\_\_\_\_

TO: PROJECT: \_\_\_\_\_

JOB: \_\_\_\_\_  
 ARCHITECT: \_\_\_\_\_

FROM: \_\_\_\_\_

### DEVELOPER'S APPLICATION FOR PAYMENT

Application is made for Payment as shown below, in connection with the Contract Continuation Sheet, is attached.

1. ORIGINAL CONTRACT SUM \$ \_\_\_\_\_
2. Net change by Change Orders \$ \_\_\_\_\_
3. CONTRACT SUM TO DATE \$ \_\_\_\_\_
4. TOTAL COMPLETED & STORED TO DATE \$ \_\_\_\_\_
5. Lease Payment (1/3 of Total Lease Payments for last 3 pay applications) \$ \_\_\_\_\_
6. Total TI Payments Earned: (Line 4 less Line 5) \$ \_\_\_\_\_
7. Retainage: \$ \_\_\_\_\_
  - a. 5% of Total TI Payment \$ \_\_\_\_\_
8. TOTAL EARNED LESS Lease Payment & Retainage (Line 6 less Line 7) \$ \_\_\_\_\_
9. LESS PREVIOUS APPLICATIONS FOR PAYMENT \$ \_\_\_\_\_
10. CURRENT PAYMENT DUE \$ \_\_\_\_\_
11. Balance to Finish, Plus Lease Pmt & Retainage (Line 3 less Line 8) \$ \_\_\_\_\_

The undersigned Developer certifies that to the best of the Developer's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Developer for Work for which previous Certificates for Payment were issued and payments received from the District, and that current payment shown herein is now due. We certify that the Surety for this project has been notified of the amount of this request.

DEVELOPER: \_\_\_\_\_

By: \_\_\_\_\_ [NAME, TITLE] Date: \_\_\_\_\_

Notary Public: \_\_\_\_\_ My Commission Expires: \_\_\_\_\_  
 Name: \_\_\_\_\_

### ARCHITECT'S CERTIFICATE FOR PAYMENT RECOMMENDED FOR CERTIFICATION

By: \_\_\_\_\_ NAME: \_\_\_\_\_ Date: \_\_\_\_\_

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Developer is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ \_\_\_\_\_  
 (Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: \_\_\_\_\_ Date: \_\_\_\_\_

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by District		
Total approved this month		
NET CHANGES by Change Orders		

## Attachment 4

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Developer named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the District or Developer under this Contract.

# Attachment 4

## California All-Purpose Certificate of Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )  
 ) ss.  
 )  
 COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature of Notary Public: \_\_\_\_\_ (Seal)

# Attachment 4

## DEVELOPER CONTINGENCY EXPENDITURE DIRECTIVE FORM

Sacramento City Unified School District  
 5735 47<sup>th</sup> Avenue  
 Sacramento, CA 95824

**DEVELOPER  
 CONTINGENCY  
 EXPENDITURE  
 DIRECTIVE NO.:**

# DEVELOPER CONTINGENCY EXPENDITURE DIRECTIVE

**Project:**  
**Building Project:**  
**Bid No.:**

**Date:**  
**DSA File No.:**  
**DSA Appl. No.:**

The following parties agree to the terms of this Contingency Expenditure Directive ("CED");

**Owner:** Sacramento City Unified School District  
 5735 47<sup>th</sup> Avenue  
 Sacramento, CA 95824

**Developer:**

Reference	Description	Developer Contingency Authorized for Expenditure	Days Ext.
Request for DCED #  Requested by: Performed by: Reason:	[Description of unforeseen item relating to Work]	\$	

Contract time will be adjusted as follows: Previous Completion Date: __[DATE]__ __[#]__ Calendar Days Extension (zero days unless otherwise indicated) Current Completion Date: __[DATE]__	Total Contract Developer Contingency Expenditure Amount:	\$
	Amount of Previously Approved Developer Contingency Expenditure Directive(s):	\$
	Amount of this Developer Contingency Expenditure Directive:	\$
	Total Developer Contingency Expenditure Remaining:	

**Contingency Expenditure Directive**

**#460 - Cesar Chavez/Edward Kemble New Construction and Modernization Project**



# Attachment 4

The undersigned Developer approves the foregoing release of contingency for completion of each specified item, and as to the extension of time allowed, if any, for completion of the entire work as stated therein, and agrees to furnish all labor, materials and services and perform all 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 Developer knows are false are at the sole risk of Developer and may be a violation of the False Claims Act set forth under Government Code section 12650, et seq.

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

It is expressly understood that the authorized contingency expenditure and time, if any, granted herein represent a full accord and satisfaction for any and all time and cost impacts of the items herein, and Developer waives any and all further compensation or time extension based on the items herein. The value of the extra work or changes expressly includes any and all of Developer's costs and expenses, and its subcontractors, both direct and indirect, resulting from additional time required on the project or resulting from delay to the project. Any costs, expenses, damages or time extensions not included are deemed waived.

### Signatures:

District:

Developer:

\_\_\_\_\_  
[Name]

\_\_\_\_\_  
Date

\_\_\_\_\_  
[Name]

\_\_\_\_\_  
Date

Architect:

Project Inspector:

\_\_\_\_\_  
[Name]

\_\_\_\_\_  
Date

\_\_\_\_\_  
[Name]

\_\_\_\_\_  
Date

# Attachment 4

## OWNER CONTINGENCY EXPENDITURE DIRECTIVE

Sacramento City Unified School District  
5735 47th Avenue  
Sacramento, CA 95824

Contractor Name:

<b>OWNER CONTINGENCY EXPENDITURE DIRECTIVE NO.:</b>
#

**Project:**  
**Building Project:**  
**Bid No.:**

**Date:**  
**DSA File No.:**  
**DSA Appl. No.:**

The following parties agree to the terms of this Owner Contingency Expenditure Directive ("OCED"):

Reference	Description	Owner Contingency Authorized for Expenditure	Days Ext.
Request for OCED #      Requested by: Performed by: Reason:	<b>PCO# XX:</b>	\$ 0.00	

Contract time will be adjusted as follows:  Previous Completion Date: __[DATE]__  ____[#]____ Calendar Days Extension (zero days unless otherwise indicated)  Current Completion Date: __[DATE]__	Total Contract Owner Contingency Amount:	\$
	Amount of Previously Approved Owner Contingency Expenditure Directive(s):	\$
	Amount of this Owner Contingency Expenditure Directive:	\$
	Total Owner Contingency Amount Remaining:	\$

## Attachment 4

The undersigned Developer approves the foregoing release of Owner Contingency for completion of each specified item, and as to the extension of time allowed, if any, for completion of the entire work as stated therein, and agrees to furnish all labor, materials and services and perform all 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 Developer knows are false are at the sole risk of Developer and may be a violation of the False Claims Act set forth under Government Code section 12650, et seq.

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

It is expressly understood that the authorized Owner Contingency Expenditure and time, if any, granted herein represent a full accord and satisfaction for any and all time and cost impacts of the items herein, and Developer waives any and all further compensation or time extension based on the items herein. The value of the extra work or changes expressly includes any and all of Developer's costs and expenses, and its subcontractors, both direct and indirect, resulting from additional time required on the project or resulting from delay to the project. Any costs, expenses, damages or time extensions not included are deemed waived.

**Signatures:**

<p><b>CONTRACTOR:</b></p> <p>Date: _____</p> <p>By: _____</p>	<p><b>CONSTRUCTION MANAGER:</b></p> <p>Kitchell CEM</p> <p>Date: _____</p> <p>By: _____</p>
<p><b>SCUSD MANAGER III, FACILITIES PM:</b></p> <p>Date: _____</p> <p>By: _____</p>	<p><b>SCUSD DIRECTOR III FACILITIES MGMT:</b></p> <p>Date: _____</p> <p>By: _____</p>

END OF DOCUMENT

# Attachment 4

## ALLOWANCE EXPENDITURE DIRECTIVE FORM

Sacramento City Unified School District  
 5735 47<sup>th</sup> Avenue  
 Sacramento, CA 95824

<b>ALLOWANCE EXPENDITURE DIRECTIVE NO.:</b>

## ALLOWANCE EXPENDITURE DIRECTIVE

**Project: Building Project**  
**Bid No.:**

**Date:**  
**DSA File No.:**  
**DSA Appl. No.:**

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

**Owner:** Sacramento City Unified School District  
 5735 47<sup>th</sup> Avenue  
 Sacramento, CA 95824

**Developer:**

Reference	Description	Allowance Authorized for Expenditure	Days Ext.
Request for AED #     Requested by: Performed by: Reason:	[Description of unforeseen item relating to Work]	\$	

Contract time will be adjusted as follows:  Previous Completion Date: ___[DATE]___  ___[#]___ Calendar Days Extension (zero days unless otherwise indicated)  Current Completion Date: ___[DATE]___	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">Total Contract Allowance Amount:</td> <td style="width: 30%;">\$</td> </tr> <tr> <td>Amount of Previously Approved Allowance Expenditure Directive(s):</td> <td>\$</td> </tr> <tr> <td>Amount of this Allowance Expenditure Directive:</td> <td>\$</td> </tr> <tr> <td>Total Allowance Amount Remaining:</td> <td>\$</td> </tr> </table>	Total Contract Allowance Amount:	\$	Amount of Previously Approved Allowance Expenditure Directive(s):	\$	Amount of this Allowance Expenditure Directive:	\$	Total Allowance Amount Remaining:	\$
Total Contract Allowance Amount:	\$								
Amount of Previously Approved Allowance Expenditure Directive(s):	\$								
Amount of this Allowance Expenditure Directive:	\$								
Total Allowance Amount Remaining:	\$								

# Attachment 4

The undersigned Developer approves the foregoing release of allowance for completion of each specified item, and agrees to furnish all labor, materials and services and perform all 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 Developer knows are false are at the sole risk of Developer 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 represent a full accord and satisfaction for any and all cost impacts of the items herein, and Developer 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 Developer's costs and expenses, and its subcontractors, both direct and indirect. Any costs, expenses, or damages not included are deemed waived.

### Signatures:

District:

Developer:

\_\_\_\_\_  
[Name]

\_\_\_\_\_  
Date

\_\_\_\_\_  
[Name]

\_\_\_\_\_  
Date

Architect:

Project Inspector:

\_\_\_\_\_  
[Name]

\_\_\_\_\_  
Date

\_\_\_\_\_  
[Name]

\_\_\_\_\_  
Date

END OF DOCUMENT

# Attachment 4

## DAILY FORCE ACCOUNT REPORT

**From: Developer**  
[Name/Address]

**To: Owner**  
Sacramento City Unified School District  
5735 47<sup>th</sup> Avenue  
Sacramento, CA 95824

**Project:** \_\_\_\_\_

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

Developer 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): \$ \_\_\_\_\_

## Attachment 4

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.

	<b><u>ADD</u></b>
<b><u>WORK PERFORMED OTHER THAN BY DEVELOPER</u></b>	
<b><u>Material</u></b>	
<b><u>Add Labor</u></b>	
<b><u>Add Equipment</u></b>	
<b><u>Subtotal</u></b>	
<b><u>Add overhead and profit for any and all tiers of Subcontractor</u></b> , each tier and subtier not to exceed ten percent (10%) of Item (d)	
<b><u>Subtotal</u></b>	
<b><u>Add Overhead and Profit for Developer</u></b> , not to exceed five percent (5%) of Item (f)	
<b><u>Subtotal</u></b>	
<b><u>Add Bond and Insurance</u></b> , not to exceed two percent (2%) of Item (h)	
<b><u>TOTAL</u></b>	

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

# Attachment 4

Submission of sums which have no basis in fact or which Developer knows are false are at the sole risk of Developer 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 Developer may not claim any labor, equipment, material or any other costs or expenses not reported herein. Developer 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:**

Developer:

District:

\_\_\_\_\_  
[Name]

\_\_\_\_\_  
Date

\_\_\_\_\_  
[Name]

\_\_\_\_\_  
Date

District may require additional information from Developer to review this Daily Force Account Report. Upon District's return of the Daily Force Account Report, Developer 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



# Attachment 4

## PROPOSED CHANGE ORDER FORM

Sacramento City Unified School District  
 5735 47<sup>th</sup> Avenue  
 Sacramento, CA 95824

<b>PCO NO.:</b>

**Project:**  
**Bid No.:**  
**RFI #:**

**Date:**  
**DSA File No.:**  
**DSA Appl. No.:**

Developer 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 but not limited to Sections 17.5 through 17.8 of the General Conditions. Any spaces left blank below are deemed no change to cost or time.

Developer understands and acknowledges that documentation supporting Developer's PCO must be attached and included for District review and evaluation. Developer 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.

	<b><u>WORK PERFORMED OTHER THAN BY DEVELOPER</u></b>	<b><u>ADD</u></b>	<b><u>DEDUCT</u></b>
(a)	<b><u>Material</u></b> (attach suppliers' invoice or itemized quantity and unit cost plus sales tax)		
(b)	<b><u>Add Labor</u></b> (attach itemized hours and rates (District verified if on T&M), fully Burdened, and specify the hourly rate for each additional labor burden, i.e., payroll taxes, fringe benefits, etc.)		
(c)	<b><u>Add Equipment</u></b> (attach suppliers' invoice)		
(d)	<b><u>Subtotal</u></b>		
(e)	<b><u>Add overhead and profit for any and all tiers of Subcontractor</u></b> , each tier and subtier total not to exceed ten percent (10%) of Item (d)		
(f)	<b><u>Subtotal</u></b>		
(g)	<b><u>Add General Conditions Cost</u></b> (if Time is Compensable) (attach supporting documentation)		
(h)	<b><u>Subtotal</u></b>		
(i)	<b><u>Add Overhead and Profit for Developer</u></b> , not to exceed _____ percent (___%) of Item (h)		
(j)	<b><u>Subtotal</u></b>		
(k)	<b><u>Add Bond and Insurance</u></b> , not to exceed _____ percent (___%) of Item (j)		
(l)	<b><u>TOTAL</u></b>		
(m)	<b><u>Time</u></b> (zero unless indicated; "TBD" not permitted)		<b><u>Calendar Days</u></b>

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

## Attachment 4

	<b>WORK PERFORMED BY DEVELOPER</b>	<b>ADD</b>	<b>DEDUCT</b>
(a)	<b>Material</b> (attach itemized quantity and unit cost plus sales tax)		
(b)	<b>Add Labor</b> (attach itemized hours and rates (District verified if on T&M), fully Burdened, and specify the hourly rate for each additional labor burden, i.e., payroll taxes, fringe benefits, etc.)		
(c)	<b>Add Equipment</b> (attach suppliers' invoice)		
(d)	<b>Add General Conditions Cost</b> (if Time is Compensable) (attach supporting documentation)		
(e)	<b>Subtotal</b>		
(f)	<b>Add Overhead and Profit for Developer</b> , not to exceed _____ percent (___%) of Item (e)		
(g)	<b>Subtotal</b>		
(h)	<b>Add Bond and Insurance</b> , not to exceed _____ percent (___%) of Item (g)		
(i)	<b>TOTAL</b>		
(j)	<b>Time</b> (zero unless indicated; "TBD" not permitted)	<b>___ Calendar Days</b>	

The undersigned Developer 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 Developer knows are false are at the sole risk of Developer 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 Developer'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. Developer 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:**

Developer:

\_\_\_\_\_ Date

END OF DOCUMENT

# Attachment 4

## CHANGE ORDER FORM

Sacramento City Unified School District  
 5735 47<sup>th</sup> Avenue  
 Sacramento, CA 95824

<b>CHANGE ORDER NO.:</b>

## CHANGE ORDER

**Project:** \_\_\_\_\_  
**Bid No.:** \_\_\_\_\_

**Date:** \_\_\_\_\_  
**DSA File No.:** \_\_\_\_\_  
**DSA Appl. No.:** \_\_\_\_\_

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

**Owner:** Sacramento City Unified School District  
 5735 47<sup>th</sup> Avenue  
 Sacramento, CA 95824

**Developer:** \_\_\_\_\_  
 [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:	\$
		Current Contract Amount:	\$

The undersigned Developer 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

# Attachment 4

of the entire work as stated therein, and agrees to furnish all labor, materials and services and perform all work necessary to complete any additional work specified for the consideration stated therein. Submission of sums which have no basis in fact or which Developer knows are false are at the sole risk of Developer and may be a violation of the False Claims Act set forth under Government Code section 12650 et seq.

This change order is subject to approval by the governing board of this District and must be signed by the District. Until such time as this change order is approved by the District's governing board and executed by a duly authorized District representative, this change order is not effective and not binding.

It is expressly understood that the compensation and time, if any, granted herein represent a full accord and satisfaction for any and all time and cost impacts of the items herein, and Developer waives any and all further compensation or time extension based on the items herein. The value of the extra work or changes expressly includes any and all of Developer's costs and expenses, and its subcontractors, both direct and indirect, resulting from additional time required on the project or resulting from delay to the project including without limitation, cumulative impacts. Any costs, expenses, damages or time extensions not included are deemed waived.

### Signatures:

District:

Developer:

\_\_\_\_\_  
[Name]

\_\_\_\_\_  
Date

\_\_\_\_\_  
[Name]

\_\_\_\_\_  
Date

Architect:

Project Inspector:

\_\_\_\_\_  
[Name]

\_\_\_\_\_  
Date

\_\_\_\_\_  
[Name]

\_\_\_\_\_  
Date

END OF DOCUMENT

# Attachment 4

**(PUT ON SUBCONTRACTOR LETTERHEAD)**

## GUARANTEE FORM

\_\_\_\_\_ [Contractor's Name] hereby unconditionally guarantees that the Work performed at **Cesar Chavez/Edward Kimble New Construction & Modernization Project/RFQ/P #460/7495 29<sup>th</sup> Street Sacramento, CA 95822** has been done in accordance with the requirements of the Contract therefore and further guarantees the Work of the contract to be and remain free of defects in workmanship and materials for a period of **two (2) years** from and after the recordation of the Notice of Completion of the Project and completion of all Contract obligations by the Contractor, including formal acceptance of the entire Project by the District, unless a longer guarantee period is called for by the Contract Documents, in which case the terms of the longer guarantee shall govern. The Contractor specifically waives any right to claim or rely on the statutory definition of completion set forth in Civil Code section 9200. The Contractor specifically acknowledges and agrees that completion shall mean the Contractor's complete performance of all Work required by the Contract Documents, amendments, change orders, construction change directives and punch lists, and the District's formal acceptance of the entire Project, without regard to prior occupancy, substantial completion doctrine, beneficial occupancy, or otherwise. The Contractor hereby agrees to repair or replace any and all Work, together with any adjacent Work which may have been damaged or displaced in so doing, that may prove to be not in accordance with the requirements of the Contract or that may be defective in its workmanship or materials within the guarantee period specified, without any expense whatsoever to the District, ordinary wear and tear and unusual abuse and neglect only excepted. The Contractor has provided contract bonds, which will remain in full force and effect during the guarantee period.

The Contractor further agrees that within ten (10) calendar days after being notified in writing by the District of any Work not in accordance with the requirements of the contract or any defects in the Work, it will commence and prosecute with due diligence all Work necessary to fulfill the terms of this guarantee, and to complete the Work within a period of time stipulated in writing. In the event it fails to so comply, Contractor does hereby authorize the District to proceed to have such Work done at the Contractor's expense and it will pay the cost thereof upon demand. The District shall be entitled to all costs, including reasonable attorneys' fees, necessarily incurred upon the Contractor's refusal to pay the above costs.

The guarantee period for corrected defective work shall continue for a duration equivalent to the original guarantee period.

Notwithstanding the foregoing paragraph, in the event of an emergency constituting an immediate hazard to the health or safety of the employees of the District, or its property or licensees, the District may undertake at the Contractor's expense without prior notice, all Work necessary to correct such hazardous condition when it was caused by the Work of the Contractor not being in accordance with the requirements of this contract, or being defective, and to charge the same to the Contractor as specified in the preceding paragraph.

The guarantee set forth herein is not intended by the parties, nor shall it be construed, as in any way limiting or reducing the District's rights to enforce all terms of the Contract referenced hereinabove or the time for enforcement thereof. This guarantee is provided in addition to, and not in lieu of, the District's rights on such contract.

Spec Section(s):  
\_\_\_\_\_

\_\_\_\_\_  
CONTRACTOR'S SIGNATURE

\_\_\_\_\_  
PRINT NAME

# Attachment 4

## 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 Sacramento City Unified School District ("District") and \_\_\_\_\_ ("Developer"), whose place of business is \_\_\_\_\_.

### RECITALS

**WHEREAS**, District and Developer entered into a Facilities Lease and Site Lease for the following project: \_\_\_\_\_ Project ("Contract" or "Project") in the County of \_\_\_\_\_, California.

**WHEREAS**, The Work under the Contract was completed on \_\_\_\_\_, 20\_\_ and a Notice of Completion was recorded with the County Recorder on \_\_\_\_\_, 20\_\_.

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

### AGREEMENT

1. Developer will only be assessed liquidated damages as detailed below:

Original Guaranteed Maximum Price	\$ _____
Modified Guaranteed Maximum Price	\$ _____
Payment to Date	\$ _____
Liquidated Damages	\$ _____
Payment Due Developer	\$ _____

2. Subject to the provisions hereof, District shall forthwith pay to Developer the undisputed sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) under the Contract for Tenant Improvement Payments, less any amounts represented by any notice to withhold funds on file with District as of the date of such payment.
3. Developer 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 Developer against District and all of its respective agents, employees, trustees, inspectors, assignees, consultants and transferees, except for the Lease Payments under the Contract, any Disputed Claim that may be set forth in Paragraph 4 and the continuing obligations described in Paragraph 6 hereof.

## Attachment 4

4. 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.]

5. Consistent with California Public Contract Code section 7100, Developer hereby agrees that, in consideration of the payment set forth in Paragraph 2 hereof, Developer 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, except for the Lease Payments.
6. Guarantees and warranties for the Work, duty to defend, indemnify and hold harmless the District, and any other continuing obligation of Developer, shall remain in full force and effect as specified in the Contract Documents.
7. Except as provided for specifically herein, Developer 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.
8. 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.
9. All rights of District shall survive completion of the Work or termination of Contract, and execution of this Release.

# Attachment 4

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

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

DEVELOPER:

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

END OF DOCUMENT



# Attachment 4

## POTENTIAL CONTINGENCY DRAW

Sacramento City Unified School District  
 5735 47<sup>th</sup> Avenue  
 Sacramento, CA 95824

<b>PCD NO.:</b>

**Project:**  
**Bid No.:**  
**RFI #:**

**Date:**  
**DSA File No.:**  
**DSA Appl. No.:**

Developer hereby submits for District's review and evaluation this Potential Contingency Draw ("PCD"), submitted in accordance with and subject to the terms of the Contract Documents, including but not limited to Sections 17.5.2 through 17.5.6 of Exhibit D to the Facilities Lease. Any spaces left blank below are deemed no change to cost or time.

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

	<b>WORK PERFORMED OTHER THAN BY DEVELOPER</b>	<b>ADD</b>	<b>DEDUCT</b>
(a)	<b>Material</b> (attach suppliers' invoice or itemized quantity and unit cost plus sales tax)		
(b)	<b>Add Labor</b> (attach itemized hours and rates (District verified if on T&M), fully Burdened, and specify the hourly rate for each additional labor burden, i.e., payroll taxes, fringe benefits, etc.)		
(c)	<b>Add Equipment</b> (attach suppliers' invoice)		
(d)	<b>Subtotal</b>		
(e)	<b>Add overhead and profit for any and all tiers of Subcontractor</b> , each tier and subtier total not to exceed ten percent (10%) of Item (d)		
(f)	<b>Subtotal</b>		
(g)	<b>Add General Conditions Cost</b> (if Time is Compensable) (attach supporting documentation)		
(h)	<b>Subtotal</b>		
(i)	<b>Add Overhead and Profit for Developer</b> , not to exceed Two and eighty-nine hundredths percent (2.89%) of Item (h)		
(j)	<b>TOTAL</b>		
(k)	<b>Time</b> (zero unless indicated; "TBD" not permitted)		
		<b>Calendar Days</b>	

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## Attachment 4

	<b>WORK PERFORMED BY DEVELOPER</b>	<b>ADD</b>	<b>DEDUCT</b>
(a)	<b>Material</b> (attach itemized quantity and unit cost plus sales tax)		
(b)	<b>Add Labor</b> (attach itemized hours and rates (District verified if on T&M), fully Burdened, and specify the hourly rate for each additional labor burden, i.e., payroll taxes, fringe benefits, etc.)		
(c)	<b>Add Equipment</b> (attach suppliers' invoice)		
(d)	<b>Add General Conditions Cost</b> (if Time is Compensable) (attach supporting documentation)		
(e)	<b>Subtotal</b>		
(f)	<b>Add Overhead and Profit for Developer</b> , not to exceed Two and eighty-nine hundredths percent (2.89%) of Item (h)		
(g)	<b>TOTAL</b>		
(h)	<b>Time</b> (zero unless indicated; "TBD" not permitted)		<b>Calendar Days</b>

The undersigned Developer 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 Developer knows are false are at the sole risk of Developer and may be a violation of the False Claims Act set forth under Government Code section 12650 *et seq.*

It is expressly understood that the value of the extra Work or changes expressly includes any and all of Developer'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. Developer 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:**

Developer:

\_\_\_\_\_ Date

END OF DOCUMENT

# Attachment 4

## POTENTIAL ALLOWANCE DRAW

Sacramento City Unified School District  
 5735 47<sup>th</sup> Avenue  
 Sacramento, CA 95824

<b>PAD NO.:</b>

**Project:**  
**Bid No.:**  
**RFI #:**

**Date:**  
**DSA File No.:**  
**DSA Appl. No.:**

Developer hereby submits for District's review and evaluation this Potential Allowance Draw ("PAD"), submitted in accordance with and subject to the terms of the Contract Documents, including but not limited to Sections 17.5.2 through 17.5.6 of Exhibit D to the Facilities Lease. Any spaces left blank below are deemed no change to cost or time.

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

	<b>WORK PERFORMED OTHER THAN BY DEVELOPER</b>	<b>ADD</b>	<b>DEDUCT</b>
(a)	<b>Material</b> (attach suppliers' invoice or itemized quantity and unit cost plus sales tax)		
(b)	<b>Add Labor</b> (attach itemized hours and rates (District verified if on T&M), fully Burdened, and specify the hourly rate for each additional labor burden, i.e., payroll taxes, fringe benefits, etc.)		
(c)	<b>Add Equipment</b> (attach suppliers' invoice)		
(d)	<b>Subtotal</b>		
(e)	<b>Add overhead and profit for any and all tiers of Subcontractor</b> , each tier and subtier total not to exceed ten percent (10%) of Item (d)		
(f)	<b>Subtotal</b>		
(g)	<b>Add General Conditions Cost</b> (if Time is Compensable) (attach supporting documentation)		
(h)	<b>TOTAL</b>		
(i)	<b>Time</b> (zero unless indicated; "TBD" not permitted)		
		<b>Calendar Days</b>	

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## Attachment 4

	<b>WORK PERFORMED BY DEVELOPER</b>	<b>ADD</b>	<b>DEDUCT</b>
(a)	<b>Material</b> (attach itemized quantity and unit cost plus sales tax)		
(b)	<b>Add Labor</b> (attach itemized hours and rates (District verified if on T&M), fully Burdened, and specify the hourly rate for each additional labor burden, i.e., payroll taxes, fringe benefits, etc.)		
(c)	<b>Add Equipment</b> (attach suppliers' invoice)		
(d)	<b>Add General Conditions Cost</b> (if Time is Compensable) (attach supporting documentation)		
(e)	<b>TOTAL</b>		<b>Calendar Days</b>
(f)	<b>Time</b> (zero unless indicated; "TBD" not permitted)		

The undersigned Developer 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 Developer knows are false are at the sole risk of Developer and may be a violation of the False Claims Act set forth under Government Code section 12650 *et seq.*

It is expressly understood that the value of the extra Work or changes expressly includes any and all of Developer'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. Developer 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:**

Developer:

\_\_\_\_\_ Date

END OF DOCUMENT