

BERRYESSA UNION SCHOOL DISTRICT
MEASURE L BOND DEPARTMENT
1376 PIEDMONT RD.
SAN JOSE, CA 95132
408-923-1999 (OFC)

ADDENDUM NUMBER 1

**BID B-03-2018-19
Pavement Rehabilitation at Piedmont Middle School**

December 3, 2018

PART 1 - GENERAL

- a. THE FOLLOWING REVISIONS AND/OR CLARIFICATIONS SHALL BE MADE TO THE BIDDING DOCUMENTS. REVISE AND AMEND THE DOCUMENTS FOR THE ABOVE NAMED PROJECT IN ACCORDANCE WITH THIS ADDENDUM. THE BID SHALL REFLECT THESE ADDENDUM CHANGES AND EACH BIDDER SHALL MAKE REFERENCE IN THEIR BID TO THIS ADDENDUM.
- b. ALL BIDDING REQUIREMENTS AND CONTRACT DOCUMENTS SHALL APPLY TO THIS ADDENDUM AS ORIGINALLY INDICATED IN THE APPLICABLE PORTIONS OF THE CONTRACT DOCUMENTS, UNLESS OTHERWISE MODIFIED BY THIS ADDENDUM.

PART 2 – RESPONSES TO BID REQUESTS FOR INFORMATION

- See attached RFI, from McKim Corporation, for questions and responses.
- See attached RFI, from Tri-Valley Excavating, for questions and responses.

PART 3 - PROJECT MANUAL

Replace the following documents in the project manual with revised forms attached below

- Section 00: Procurement and Contracting Requirements
Document Number: 00-41 26
Document Title: Bid Form
- Section 00: Procurement and Contracting Requirements
Document Number: 00-21 13
Document Title: Instructions to Bidders

PART 4 – TECHNICAL SPECIFICATIONS

Add Section 32 31 19 Decorative Ornamental Steel Fence

PART 5 – DRAWINGS

See attached:

- Ornamental Fencing Detail 1
- Ornamental Fencing Detail 2 Bracket Installation
- Ornamental Fencing Detail 3 Location

END OF ADDENDUM #1 INCLUDING REFERENCED ENCLOSURES

ATTACHMENTS:

1. RFI from MCKIM Corporation
2. RFI from Tri-Valley Excavating
3. Document Number 00-41 26 Bid Form (amended)
4. Document Number 00-21 13 Instructions to Bidders (amended)
5. Ornamental Fencing Detail 1
6. Ornamental Fencing Detail 2 Bracket Installation
7. Ornamental Fencing Detail 3 Location
8. Section 32 31 19 Decorative Ornamental Steel Fence



Troy Sisneros <troys@pavementengineering.com>

PAVEMENT REHABILITATION PIEDMONT MIDDLE SCHOOL RFI - MCKIM

2 messages

Santino Orozco <Santino@mckimcorp.com>
 To: troys@pavementengineering.com
 Cc: Lily Mendoza <lily@mckimcorp.com>

Sat, Nov 17, 2018 at 11:28 AM

Troy,

Please see below questions / RFI.

After doing our own take off on the set of drawings it appears that there is a discrepancy in some of the QTY's on the following items .

BASE BID

- 4. The plan only shows 18 EA tree's not 22 ea.
- 7. Plan scales 38,289 SF not 37,857 SF
- 12. Plan scales 2,163 SF not 2,375 SF
- 15. Plan Scales 538 SF not 1,185 SF
- 20. Could not be located on this set of drawings
- 32. Plan scales 2,347 SF not 3,450 SF

See Addendum
 No. 1 for Revised
 Bid Form

ALTERNATE 2

- 1. Plan shows / scales 3,295 SF not 4,381 SF

See Addendum
 No. 1 for Revised
 Bid Form

ALTERNATE 3

- 1. Plan scales 54,887 SF not 51,370 SF
- 2. Plan scales 1,832 SF not 2,246 SF
- 3. Plan scales 697 SF not 630 SF
- 4. Plan scales 4,685 SF not 3,916 SF
- 5. Plan scales 476 SF not 315 SF
- 6. Plan scales 315 LF not 400 LF

See Addendum
 No. 1 for Revised
 Bid Form

The rest of the QTY's are great or withing 5-10 LF/SF.

Questions

1. Are the QTY's on the Bid sheet FINAL QUANTITIES or does the owner pay for the actual QTY's installed on the project. Final Quantities.
2. Do we need to sub out a Qualified Electrical Contractor to re-locate the power from the sign?

All work must be performed to meet Code Requirements

3. Please identify were Line item 20 on the base bid is located at.

See attached. The 4 Foot Ornamental Fencing follows the curb radius in front of the office.

Please advise

Thank You ,

Santino Orozco

President / Project Manager



Santino@mckimcorp.com

C 408-506-0242

T 408-848-8700

F 408-848-8778

McKim Corporation

60 W. 4th Street #210

Gilroy, Ca 95020

www.mckimcorporation.com

" The more I know, The more I know I don't know. "

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Santino Orozco <Santino@mckimcorp.com>
To: troys@pavementengineering.com

Tue, Nov 20, 2018 at 9:30 AM

Cc: Lily Mendoza <lily@mckimcorp.com>

Looking for and update on this ?

Thank You ,

Santino Orozco

President / Project Manager



Santino@mckimcorp.com

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[Quoted text hidden]



License #541927 A, B, C12, HAZ

Request for Information #1

November 19, 2018

Pavement Engineering, Inc
Attn: Troy Sisneros
Suite A 3485 Sacramento Dr.
San Luis Obispo, CA 93401

Bid B-03-2018-19 Pavement Rehabilitation at
Piedmont Middle School
955 Piedmont Rd, San Jose, CA 95132

Are CAD drawing available to review for survey pricing?

Yes, CAD Drawings are available upon request.

On Plans Alt#1 Sheet 4 of 8 per plans HMA section depth is 5". On bid sheet the HMA sections is 6". Please clarify

See Addendum No. 1, for Revised Bid Form.

On Plans Alt#2 Sheet 4 of 8 per plans read: remove landscape 4" depth, lime treat 8" place 4" HMA. Bid form reads: Ex material @6" Lime and Cement 12" place 5" HMA. Please clarify

See Addendum No. 1, for Revised Bid Form

Are add alt. square footage included in base bid square footage. If so, will these be the add items per specifications.

No, they are separate.

Liquidated damages: Per bid documents LD are listed at \$1,000.00 but in contract documents LD's listed at \$2,000.00 (00 5226 page 2, paragraph 1. Please advise

Response:

See Addendum No. 1, for Revised Document 00-5226 Agreement Between Owner and Contractor

Is there a soils report available for review?

The only report available is the R-value testing that was performed.

Please clarify grading permit (Specification read Menlo Park Location to obtain permit) ?

There is no grading permit required.

Response

Best regards
Molly Galedrige
Tri Valley Excavating
PO Box 287
Sunol CA 94586
408-442-4286
msg@trivalleyx.com

P.O. Box 287 Sunol, CA 94586 – OFFICE (925) 862-0708 - FAX (925) 862-0905
www.trivalleyx.com

DOCUMENT 00 41 26

BID FORM

Revised From dated 12-3-18

Berryessa Union School District
Measure L Bond Program
1376 Piedmont Road
San Jose, CA 95132

Dear Board Members:

The undersigned doing business under the firm name of:

_____ hereby propose and agree to enter into a Contract, to furnish any and all labor, materials, applicable taxes, equipment and services for the completion of Work described hereinafter and in the Contract Documents:

BID B-03-2018-19
PAVEMENT REHABILITATION AT
PIEDMONT MIDDLE SCHOOL

for the amount of:

<p><i>TOTAL BASE BID:</i></p> <p>_____dollars\$_____</p> <p><i>Base Bid: Grand Total of PIEDMONT MIDDLE – BASE BID TOTAL from page 00 41 26-4.</i></p>
--

<p><i>ADDITIVE ALTERNATE NO. 1 (PIEDMONT MIDDLE SCHOOL):</i></p> <p>_____dollars\$_____</p> <p><i>Additive: PIEDMONT MIDDLE SCHOOL –ALTERNATE NO. 1 TOTAL from page 00 41 26-5</i></p>
--

<p><i>ADDITIVE ALTERNATE NO. 2 (PIEDMONT MIDDLE SCHOOL):</i></p> <p>_____dollars\$_____</p> <p><i>Additive: PIEDMONT MIDDLE SCHOOL –ALTERNATE NO. 2 TOTAL from page 00 41 26-6</i></p>
--

ADDITIVE ALTERNATE NO. 3 (PIEDMONT MIDDLE SCHOOL):

dollars\$ _____

Additive: PIEDMONT MIDDLE SCHOOL –ALTERNATE NO. 3 TOTAL from page 00 41 26-7

UNIT PRICES

Contractor shall bid all quantities listed. Contractor is to attach the Unit Prices to this Bid Form.

BASE BID (ENTRANCE PARKING LOT)					
<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY.</u>	<u>UNIT</u>	<u>UNIT COST</u>	<u>TOTAL</u>
1.	Remove & Dispose of PCC Sidewalk	5,400	SF	\$_____	\$_____
2.	Remove & Dispose of Chain Link Fencing, Posts & Post Bases	510	LF	_____	_____
3.	Remove & Dispose of Bollards & Bases	4	EA	_____	_____
4.	Remove & Dispose of Tree & Root Ball	18	EA	_____	_____
5.	Remove & Dispose of PCC Planters & Benches	---	LS	_____	_____
6.	Remove & Dispose of Site Sign; Reroute Electrical Wiring Outside New Pavement Limits	---	LS	_____	_____
7.	Remove (EX) Material to a Depth of 6"; Lime/Cement Treat Material to a Depth of 12" & Place 5" HMA	37,857	SF	_____	_____
8.	Remove (EX) Landscaping & Topsoil to a Depth of 6"; Lime Treat Material to a Depth of 12" & Place 5" HMA	10,810	SF	_____	_____

<u>BASE BID (ENTRANCE PARKING LOT)</u>					
9.	12" HMA Digouts	80	SF	_____	_____
10.	Install PCC Swale	435	SF	_____	_____
11.	Remove & Install PCC Drive Approach and Sidewalk per City of San Jose Standards	310	SF	_____	_____
12.	Install PCC Planters & Integral Curb	2,315	SF	_____	_____
13.	Install PCC Scupper	1	EA	_____	_____
14.	Install Integral PCC Sidewalk & Curb Type A1	7,475	SF	_____	_____
15.	Install Integral PCC Sidewalk Curb & Gutter	825	SF	_____	_____
16.	Install PCC Curb	490	LF	_____	_____
17.	Install Case "C" Ramp with Detectable Warnings	550	SF	_____	_____
18.	Install Case "F" Ramp with Detectable Warnings	140	SF	_____	_____
19.	Install Case "CM" Ramps with Detectable Warnings	210	SF	_____	_____
20.	Install 4' High Merchant Metal – Monroe Wrought Iron Ornamental Fence	165	LF	_____	_____
21.	Install 6' High Merchant Metal – Monroe Wrought Iron Ornamental Fence	480	LF	_____	_____
22.	Install 6" PVC Drain Line; Connect to (EX) Drop Inlet	375	LF	_____	_____
23.	Install New U23 Drop Inlet with Heavy Duty Grate	5	EA	_____	_____
24.	Install PCC Apron at Drop Inlet	5	EA	_____	_____
25.	Install 6' Parking Bumpers	4	EA	_____	_____

<u>BASE BID (ENTRANCE PARKING LOT)</u>					
26.	Install Handrail	45	LF	_____	_____
27.	Install ADA Signs & Posts	4	EA	_____	_____
28.	Remove Existing Fence Fabric & Gates; Replace After Construction	---	LS	---	_____
29.	Remove Trash Cans & Replace After Construction	---	LS	---	_____
30.	Remove Existing Bike Racks & Replace After Construction	---	LS	---	_____
31.	Backfill & Regrade w/ Top Soil	275	SF	_____	_____
32.	Backfill, Regrade & Install New Lawn Sod to Restore Landscaping Area	2,600	SF	_____	_____
33.	Adjust Irrigation Lines & Relocate Sprinkler Heads to Provide Full Coverage As Required	---	LS	---	_____
34.	New Paint Markings	---	LS	---	_____
35.	Site Allowance	---	LS	---	\$10,000.00
				TOTAL:	\$_____

<u>ALTERNATE NO. 1 (MAINTENANCE AREA)</u>					
<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY.</u>	<u>UNIT</u>	<u>UNIT COST</u>	<u>TOTAL</u>
1.	Remove (EX) Material to a Depth of 6"; Lime/Cement Treat Material to a Depth of 12" & Place 5" HMA	5,425	SF	_____	\$ _____
2.	Remove & Replace Redwood Headerboard	210	LF	_____	_____
3.	Remove Storage Container & Replace After Paving	1	EA	_____	_____
4.	Remove Existing Fence Fabric & Replace After Construction	---	LS	---	_____
				TOTAL:	\$ _____

<u>ALTERNATE NO. 2 (PARKING AREA)</u>					
<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY.</u>	<u>UNIT</u>	<u>UNIT COST</u>	<u>TOTAL</u>
1.	Remove (EX) Material to a Depth of 4"; Lime/Cement Treat Material to a Depth of 8" & Place 4" HMA	3,300	SF	_____	\$_____
2.	Remove & Replace (or) Install Redwood Headerboard	215	LF	_____	_____
3.	Install PCC Sidewalk	80	SF	_____	_____
4.	Install PCC Driveway Approach	165	SF	_____	_____
5.	Install 4' Parking Bumpers	10	EA	_____	_____
6.	Backfill, Regrade & Install New Lawn Sod to Restore Landscaping Area	950	SF	_____	_____
7.	Adjust Irrigation Lines & Relocate Sprinkler Heads to Provide Full Coverage As Required	___	LS	_____	_____
8.	New Paint Markings	_____	LS	_____	_____
				TOTAL:	\$_____

<u>ALTERNATE NO. 3 (PLAYGROUND)</u>					
<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY.</u>	<u>UNIT</u>	<u>UNIT COST</u>	<u>TOTAL</u>
1.	Surface Preparation; Crack Fill & Double Application Emulsion Seal Coat	55,000	SF	_____	_____
2.	Remove Native Material & Place 6" Full Depth HMA	1,832	SF	_____	_____
3.	Remove Native Material & Place 7-1/2" PCC Pad	630	SF	_____	_____
4.	4" HMA Digout	4,921	SF	_____	_____
5.	Skin Patch	480	SF	_____	_____
6.	Install (or) Remove & Replace Headerboard	400	LF	_____	_____
7.	Remove & Replace Benches After Sealcoating	1	EA	_____	_____
8.	Remove & Replace Storage Container After Sealcoating	1	EA	_____	_____
9.	Remove & Replace Volleyball Posts	6	EA	_____	_____
10.	Remove & Replace Nets	3	EA	_____	_____
11.	New Paint Markings	---	LS	---	_____
12.	Grind Raised Asphalt at Cracks to Provide a Smooth Finish Prior to Crack Filling & Seal Coating	500	LF	_____	_____
				TOTAL:	\$ _____

COURSE-OF-CONSTRUCTION INSURANCE REQUIREMENTS

Contractor, during the progress of the Work and until final acceptance of the Work by Owner upon completion of the entire Contract, shall maintain Builder's Risk/Course-of-Construction insurance satisfactory to the Owner, issued on a completed value basis on all insurable Work included under the Contract Documents. This insurance shall insure against all risks, including but not limited to the following perils: vandalism, theft, malicious mischief, fire, sprinkler leakage, civil authority, sonic boom, explosion, collapse, flood, earthquake (for projects not solely funded through revenue bonds, limited to earthquakes equivalent to or under 3.5 on the Richter Scale in magnitude), wind, hail, lightning, smoke, riot or civil commotion, debris removal (including demolition) and reasonable compensation for the Architect's services and expenses required as a result of such insured loss. This insurance shall provide coverage in an amount not less than the full cost to repair, replace or reconstruct the Work. Such insurance shall include the Owner, the Architect, and any other person or entity with an insurable interest in the Work as an additional named insured.

The Contractor shall submit to the Owner for its approval all items deemed to be uninsurable under the Builder's Risk/Course-of Construction insurance. The risk of the damage to the Work due to the perils covered by the Builder's Risk/Course-of-Construction insurance, as well as any other hazard which might result in damage to the Work, is that of the Contractor and the surety, and no claims for such loss or damage shall be recognized by the Owner, nor will such loss or damage excuse the complete and satisfactory performance of the Contract by the Contractor.

If written notice of the Award of Contract is mailed, faxed, or delivered to the undersigned at any time before this bid is withdrawn, the undersigned shall, within ten (10) days after the date of such mailing, faxing, or delivering of such notice, execute and deliver an agreement in the form of agreement present in these Contract Documents and give Performance and Payment Bonds in accordance with the specifications and bid as accepted.

The undersigned hereby designates as the office to which such Notice of Award of Contract may be mailed, faxed, or delivered:

Our Public Liability and Property Damage Insurance is placed with:

Our Workers' Compensation Insurance is placed with:

Circular letters, bulletins, addenda, etc., bound with the specifications or issued during the time of bidding are included in the bid, and, in completing the Contract, they are to become a part thereof.

The receipt of the following addenda to the specifications is acknowledged:

Addendum No. _____ Date _____ Addendum No. _____ Date _____
Addendum No. _____ Date _____ Addendum No. _____ Date _____
Addendum No. _____ Date _____ Addendum No. _____ Date _____

This bid may be withdrawn at any time prior to the scheduled time for the opening of bids or any authorized postponement thereof.

A bidder shall not submit a bid unless the bidder's California contractor's license number appears clearly on the bid, the license expiration date and class are stated, and the bid contains a statement that the representations made therein are made under penalty of perjury. Any bid submitted by a contractor who is not licensed pursuant to Business and Professions Code section 7028.15 shall be considered nonresponsive and shall be rejected. Any bid not containing the above information may be considered nonresponsive and may be rejected.

NOTE: Each bid must give the full business address of the bidder and be signed by bidder with bidder's usual signature. Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by a general partner with authority to bind the partnership in such matters, followed by the signature and designation of the person signing. The name of the person signing shall also be typed or printed below the signature. Bids by corporations must be signed with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and designation of the chairman of the board, president or any vice president, and then followed by a second signature by the secretary, assistant secretary, the chief financial officer or assistant treasurer. All persons signing must be authorized to bind the corporation in the matter. The name of each person signing shall also be typed or printed below the signature. Satisfactory evidence of the authority of the officer signing on behalf of a corporation shall be furnished.

The undersigned declares under penalty of perjury under the laws of the State of California that the representations made in this bid are true and correct.

Print or Type Name: _____

Title: _____

Name of Company as Licensed: _____

Business Address: _____

Telephone Number: _____

California Contractor License No.: _____

Class and Expiration Date: _____

State of Incorporation, if Applicable: _____

() Evidence of authority to bind corporation is attached.

Dated: _____

Signed: _____

END OF DOCUMENT

DOCUMENT 00 2113

INSTRUCTIONS TO BIDDERS

SECURING DOCUMENTS:

Drawings and Specifications are available for review and downloading online at:

www.berryessa.k12.ca.us
Business Services > Purchasing > Current Bids

Contact the Purchasing Department for any technical questions about bidding or bid documents.

BID FORMAT:

Bids should be submitted using the District provided Bid Documents.
Please include the following documents with your bid:

00 4126 Bid Form
00 4313 Bid Bond
00 4336 Designation of Subcontractors
00 4340 Sufficient Funds Declaration
00 4519 Non-Collusion Affidavit
00 4532 Fingerprinting Notice and Acknowledgement

PREQUALIFICATION:

This Project is subject to prequalification. If a bidder is not prequalified to bid on the Project, Owner will not accept the bid. Any subcontractors the bidder lists for work requiring a *C-4*, *C-7*, *C-10*, *C-16*, *C-20*, *C-34*, *C-36*, *C-38*, *C-42*, *C-43*, and/or *C-46* licensing must have current pre-qualified status with the Owner.

SB854 REGISTRATION:

The Owner shall not accept any bid as of March 1, 2015, or enter into any contract as of April 1, 2015, without proof of the bidder's current registration to perform public work under Labor Code section 1725.5.

The bidder shall not accept any subbid as of March 1, 2015, or enter into any subcontract as of April 1, 2015, without proof of the subcontractor's current registration to perform public work under Labor Code section 1725.5.

BIDS:

Bids to receive consideration shall be made in accordance with the following instructions:

1. Bids shall be made on a form therefor, obtained from the Architect or Owner. Bids not made on the proper form shall be disregarded. Numbers must be stated in words and figures, and the signatures of all individuals must be in longhand.
2. No bid will be considered which makes exceptions, changes, or in any manner makes reservations to the terms of the drawings or specifications.
3. Questions regarding documents, discrepancies, omissions, or doubt as to meanings shall be referred immediately to the Architect who will send written instructions clarifying such questions to each bidder. Oral responses will not be binding on the Owner or Architect or any Construction Manager.
4. Each bid must give the full business address of the bidder and be signed by bidder with bidder's usual signature. Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by a general partner with authority to bind the partnership in such matters, followed by the signature and designation of the person signing. The name of the person signing shall also be typed or printed below the signature. Bids by corporations must be signed with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and designation of the chairman of the board, president or any vice president, and then followed by a second signature by the secretary, assistant secretary, the chief financial officer or assistant treasurer. All persons signing must be authorized to bind the corporation in the matter. The name of each person signing shall also be typed or printed below the signature. Satisfactory evidence of the authority of the officer signing on behalf of a corporation shall be furnished.
5. Pursuant to the provisions of Sections 4100 to 4114, inclusive, of the Public Contract Code of the State of California, which are hereby incorporated and made a part hereof and these Instructions to Bidders, every bidder shall set forth in its bid:
 - A. The name and location of the place of business and the California contractor's license number of each subcontractor who will perform work or labor or render service to the bidder in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the bidder, specially fabricates and installs a portion of the Work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half ($\frac{1}{2}$) of one percent (1%) of the bidder's total bid. An inadvertent error in listing a California contractor's license number shall not be grounds for filing a bid protest or for considering the bid nonresponsive if the bidder submits the corrected contractor's license

number to the Owner within 24 hours after the bid opening, or any continuation thereof, so long as the corrected contractor's license number corresponds to the submitted name and location for that subcontractor.

- B. The portion of the Work which will be done by each such subcontractor. If the bidder fails to specify a subcontractor for any portion of the Work to be performed under the Contract in excess of one-half (½) of one percent (1%) of the bidder's total bid, the bidder agrees to perform that portion itself. The successful bidder shall not, without the consent of the Owner:
- 1) Substitute any person as subcontractor in place of the subcontractor designated in the original bid.
 - 2) Permit any subcontract to be assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the bid.
 - 3) Sublet or subcontract any portion of the Work in excess of one-half (½) of one percent (1%) of the total bid as to which the original bid did not designate a subcontractor.
6. The Director of Industrial Relations of the State of California, in the manner provided by law, has ascertained the general prevailing rate of per diem wages and the rate for legal holidays and overtime work. The Contractor must pay for any labor therein described or classified in an amount not less than the rates specified. Copies of the required rates are on file at the Owner's business office and are available to any interested party on request.
7. All bids must be accompanied by a completed Noncollusion Declaration and Sufficient Funds Declaration (Labor Code § 2810). All bids must be accompanied by an executed Fingerprinting Notice and Acknowledgment.
8. Bids must be accompanied by a certified check, cashier's check, or bidder's bond, for an amount not less than ten percent (10%) of the amount of the base bid, made payable to the order of the Owner. If a bidder's bond accompanies the bid, said bond shall be secured by an Admitted Surety (an insurance organization authorized by the Insurance Commissioner to transact business of insurance in the State of California during this calendar year). The surety insurer must, unless otherwise agreed to by Owner in writing, at the time of issuance of the bond, have a rating not lower than "A-" as rated by A.M. Best Company, Inc. or other independent rating companies. Owner reserves the right to approve or reject the surety insurer selected by Contractor and to require Contractor to obtain a bond from a surety insurer satisfactory to the Owner. Said check or bond shall be given as a guarantee that the bidder will enter into the Contract if awarded the Work, and in case of refusal or failure to enter into said Contract, the check or bond, as

the case may be, shall be payable to the Owner and retained as liquidated damages.

9. Bids shall be sealed and filed as indicated in the Notice to Bidders. Irrespective of how a bidder chooses to deliver the bid and other documents to the Owner, the bidder is responsible for ensuring that the bid and other documents are actually received at the location designated in the Contract Documents for receipt of the bid and other documents prior to the time for the bid opening. Bids and other documents for any reason not actually received at the designated location prior to the time for the bid opening shall not be opened or considered.
10. **THIS CONTRACT IS NOT SUBJECT TO THE DVBE REQUIREMENTS OF EDUCATION CODE SECTION 17076.11.**

WITHDRAWAL OF BIDS:

Bids may be withdrawn by bidders prior to the time fixed for the submittal of bids or any authorized postponement thereof. A successful bidder shall not be relieved of the bid unless by consent of the Owner or bidder's recourse to Public Contract Code §5100 et seq.

OPENING OF BIDS:

Opening of bids shall be as soon after the hour set as will be possible; opening and declaration to be as set forth in the Notice to Bidders. Any and all bidders will be permitted to attend.

EXAMINATION OF CONTRACT DOCUMENTS AND SITE:

Before submitting a bid, bidders shall examine the drawings, read the specifications, the form of Agreement between Contractor and Owner, and the other Contract Documents. Bidders shall visit the site of the proposed Work; examine the building, or buildings, if any, and any work that may have been done thereon. Bidders shall fully inform themselves of all conditions, in, at, and about the site, the building or buildings, if any, and any work that may have been done thereon.

Pursuant to Public Contract Code section 1104: 1) bidders shall not be required to assume responsibility for the completeness and accuracy of architectural or engineering plans and specifications, except on clearly designated design build projects; 2) however, bidders shall be required to review architectural or engineering plans and specifications prior to submission of their bids and to report any errors and omissions to the Architect or Owner; and 3) the review shall be confined to the bidder's capacity as a bidder and not as a licensed design professional.

FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR:

The form of Agreement between Owner and Contractor which the successful bidder will be required to execute, if awarded the Work, is a part of this Bid Package.

ADDENDA OR BULLETINS:

Any addenda or bulletins, issued during the time of bidding, shall form a part of the drawings and specifications loaned to the bidder for the preparation of its bid, shall be covered in the bid, and shall be made a part of the Contract Documents. All addenda or bulletins shall be signed by the Architect and approved by the Division of State Architect.

EVIDENCE OF RESPONSIBILITY:

Upon the request of Owner, a bidder shall submit promptly to the Owner or its designee satisfactory evidence showing the bidder's financial resources, the bidder's experience in the type of work required by the Owner, the bidder's organization available for the performance of the Contract, and any other required evidence of the bidder's or its subcontractor's qualifications to perform the proposed Contract. The Owner may consider such evidence before making its decision awarding the proposed Contract. Failure to submit evidence of the bidder's or its subcontractors' responsibility to perform the proposed Contract may result in rejection of the bid.

AWARD OF CONTRACT:

Rejection of any or all bids, to contract work with whomever and in whatever manner, to abandon work entirely, and/or to waive any informality in receiving of bids is reserved as the right of the Owner. Before the Contract is awarded, the Owner may at its sole discretion, require from the proposed Contractor on the Project further evidence of the reasonable qualifications of such contractor to faithfully, capably, and reasonably perform such proposed Contract and may consider such evidence before making its decision on the award of such proposed Contract.

The Contract shall be awarded to the lowest responsible and responsive bidder as interpreted by the Owner under California law and as specified herein and shall be entered into by the successful bidder within ten (10) days after mailing, faxing or delivery of the Notice of Award of Contract. Owner reserves the right, without any liability, to cancel the award of any bid for any reason at any time before the full execution of the Agreement between Owner and Contractor.

EXECUTION OF AGREEMENT BETWEEN OWNER AND CONTRACTOR:

The Agreement between Owner and Contractor shall be signed by the successful bidder in as many originals as the Owner deems necessary and returned, together with the required Contract bonds, insurance certificates, additional insured endorsement, declarations page, a Public Contract Code section 3006(a) Roof Project Certification, if

required, and Independent Contractor Student Contact Form, within ten (10) days after the mailing, faxing or delivering of the Notice of Award of Contract. If the ten (10) day period would expire after the date for commencement of the Work, Contractor must submit the documents before the date of commencement of the Work. If the successful bidder does not comply with this paragraph, Owner may revoke and/or cancel the award to the successful bidder and award the Contract to the next lowest bidder, or may otherwise proceed as allowed by law. A Roof Project Certification is not required if (1) the Owner has ADA (average daily attendance) of 2,500 or less, or (2) the Project involves repair of 25% or less of the roof, or costs \$21,000 or less.

CONTRACT BONDS:

As required by the Contract Documents, two bonds, as itemized below and in the forms presented in these Contract Documents, shall be furnished by the successful bidder on the Project at the time of entering into the Contract and filed with the Owner before the successful bidder commences any work on the Project. They shall be in the form of surety bonds issued by Admitted Surety insurers (an insurance organization authorized by the Insurance Commissioner to transact business of insurance in the State of California during this calendar year). The surety insurers must, unless otherwise agreed to by Owner in writing, at the time of issuance of the bond, have a rating not lower than "A-" as rated by A.M. Best Company, Inc. or other independent rating companies. Owner reserves the right to approve or reject the surety insurers selected by Contractor and to require Contractor to obtain bonds from surety insurers satisfactory to the Owner.

Performance Bond in the amount of one hundred percent (100%) of the Contract Sum to insure Owner during construction, and for one year after completion and during any warranty or guaranty period, against faulty or improper materials or workmanship and to assure Owner of full and prompt performance of the Contract.

Payment Bond (Labor and Material) in the amount of one hundred percent (100%) of the Contract Sum in accordance with the laws of the State of California to secure payment of any and all claims for labor and materials used or consumed in performance of this Contract.

DRAWINGS, SPECIFICATIONS AND ADDENDA OR BULLETINS:

Drawings, Project Manuals, Specifications, Addenda and Bulletins will be posted on the District website at www.berryessa.k12.ca.us click on Business Services > Purchasing > Current Bids for updates. Staff recommends that all vendors periodically check the District current bid section on the website for updates and addenda during the bidding process.

SUBSTITUTION OF MATERIALS:

The Contractor must ensure that the proposed substitutions by the Contractor or its subcontractors are submitted to the Architect's office a minimum of fourteen (14) calendar days prior to the Bid Opening for review and possible approval of any equipment or materials thought to be equal to or better than those specified in the drawings or specifications. An addendum will be issued seven (7) calendar days prior to Bid Opening, including all equipment and materials deemed equivalent to those specified and approved by the Architect. Submittals shall include comparative spec-data of the specified equipment or material and the proposed substitution as set forth in the Contract Documents. Submittals without this information will be automatically rejected.

PAYMENTS:

Payments to the Contractor on account of the Contract shall be made in accordance with the terms of the Contract Documents.

TAXES:

The Owner is generally exempt from payment of Federal Excise Tax on materials. The Owner will furnish exemption certificates to the Contractor to be used to obtain materials ordinarily subject to Federal Excise Tax without payment of the tax. Bidder shall deduct Federal Excise Taxes from their bid prices before submitting bids, so that such taxes will not be included in the Contract Sum.

EARLY TERMINATION:

Notwithstanding any provision herein to the contrary, if for any fiscal year of this Contract the governing body of the Owner fails to appropriate or allocate funds for future periodic payments under the Contract after exercising reasonable efforts to do so, the Owner may upon thirty (30) days' notice, order work on the Project to cease. The Owner will remain obligated to pay for the work already performed but shall not be obligated to pay the balance remaining unpaid beyond the fiscal period for which funds have been appropriated or allocated and for which the work has not been done.

TIME OF COMPLETION AND LIQUIDATED DAMAGES:

Time of Completion for the Project shall be fifty four (54) calendar days from (a) the date of commencement of the Work as established in the Owner's Notice to Proceed, or (b) if no other date is established in a Notice to Proceed from Owner, the date of Contractor's actual commencement of the Work (including mobilization).

Liquidated damages will accrue and may be assessed as provided in the Contract Documents. Should said Work not be Completed within the time limit as may be extended as herein provided (i.e., the Completion deadline), damages will be sustained by the Owner. It is understood and agreed that it is and will be impracticable or extremely

difficult to determine the actual amount of damages which the Owner will sustain in the event of and by reason of such delay, and it is therefore agreed that the Contractor will pay the Owner the sum of **Two Thousand Dollars (\$2,000.00) per calendar day** for each and every day's delay beyond the Completion deadline as and for liquidated damages, during or as a result of each calendar day by which Completion of the Project is delayed beyond the Completion deadline; in case the Contractor fails to make such payment, the Owner may deduct the amount thereof from any money due or that may become due the Contractor under the Contract. Should such money not be sufficient, the Owner shall have the right to recover the balance from the Contractor or its Sureties.

END OF DOCUMENT

SECTION 32 31 19
DECORATIVE ORNAMENTAL STEEL FENCE

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

- 1. Decorative ornamental galvanized metal tubular picket fence system.

B. Related Sections:

- 1. Division 03 Concrete
- 2. Division 31 Earthwork

1.3 REFERENCES

A. American Society for Testing Materials:

- 1. A239 Practice for Locating the Thinnest Spot in a Zinc(Galvanized) Coating on Iron or Steel Articles
- 2. A653/A653M Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process
- 3. A1008/A1008M Specification for Steel, Sheet, Cold-Rolled, Carbon, Structural, High-Strength Low-Alloy, High-Strength Low-Alloy with Improved Formability, Solution Hardened, and Bake Hardenable
- 4. A1011/A1011M Specification for Steel, Sheet and Strip, Hot-Rolled, Carbon, Structural, High-Strength Low-Alloy, High-Strength Low-Alloy with Improved Formability, and Ultra-High Strength
- 5. B117 Practice for Operating Salt Spray (Fog) Apparatus
- 6. D523 Test Method for Specular Gloss
- 7. D714 Test Method for Evaluating Degree of Blistering of Paints
- 8. D1654 Test Method for Evaluation of Painted or Coated Specimens Subjected to Corrosive Environments
- 9. D2244 Practice for Calculation of Color Tolerances and Color Differences from Instrumentally Measured Color Coordinates
- 10. D2794 Test Method for Resistance of Organic Coatings to the Effects of Rapid Deformation (Impact)
- 11. D3359 Test Methods for Measuring Adhesion by Tape Test
- 12. E4 Practices for Force Verification of Testing Machines
- 13. F2814 Guide for Design and Construction of Ornamental Steel Picket Fence Systems for Security Purposes
- 14. F2408 Standard Specification for Ornamental Fences Employing Galvanized Steel Tubular Pickets

1.4 SUBMITTALS

- A. Product Data: Manufactures information for each type of product indicated.
- B. Shop Drawings: Product elevations, sections, and details as necessary.
- C. Product Warranty: Pickets, Posts, and Rails standard limited warranty that ornamental fence system is free from defects in material and workmanship including cracking, peeling, blistering and corroding for a period of 10 years from the date of purchase.

1.5 QUALITY ASSURANCE

- A. The contractor shall provide laborers and supervisors who are thoroughly familiar with the type of construction involved and the materials and techniques specified.
- B. Provide complete fence system and gates, with all components provided by a single manufacturer, including all panels, posts, gates, fittings and hardware.

- C. Manufacturer Qualifications: Company specializing in manufacturing of steel ornamental picket fence systems with a minimum of 5 years documented experience.

1.6 PRODUCT HANDLING AND STORAGE

- A. Panels, gates, posts, and accessories to be delivered to the project site assembled and coated. Upon receipt at the job site, all materials shall be checked to ensure that no damages occurred during shipping.
- B. Materials shall be handled and stored properly to protect against damage, weather, vandalism and theft.

PART 2 – PRODUCTS

2.1 DECORATIVE ORNAMENTAL STEEL FENCE

- A. Products from other qualified manufacturers who have ten years or more experience manufacturing steel ornamental picket fencing will be considered by the architect as equal if approved in writing 10 days prior to biddings, and they meet all specifications for design, size, and gauge of metal parts and fabrication. Picket fences and gates must be obtained from a single source.
- B. Securely welded biasable fence system shall rack 45 degrees based on an 8' nominal panel if required.
- C. Choose style: Lafayette, Kent, Monroe (Non-Biasable), or Curve Top.
- E. Choose nominal height: 4', 5', 6', 8', or Custom.
- F. Pickets, Posts, and Rails: Galvanized square steel tubular members manufactured per ASTM F2408, having minimum yield strength of 45,000 psi. Choose one: Residential, Commercial, or Industrial.
 - 1. Residential: Picket 5/8" square 18 gauge with pickets 4-9/16" O.C., Rail 1" square 16 gauge, actual panel width 94", 120", or custom.
 - 2. Commercial: Picket 3/4" square 16 gauge 4-3/4" O.C., Rail 1-1/2" square 14 gauge, actual panel width 94", 120", or custom.
 - 3. Industrial: Picket 1" square 16 gauge 5" O.C., Rail 2" square 14 gauge, actual panel width 94", 120", or custom.
- G. Finish: Manufactured in compliance with ASTM F2408 - Corrosion Resistance Salt Spray Test per ASTM B117, Impact Resistance per ASTM D2794, and Adhesion per ASTM D3359 Method B. All primary components shall receive a thorough cleaning and pre-treatment with a 10-step process: Hot alkaline cleaner, clear water rinse, hot iron phosphate application, clear water rinse, reverse Osmosis rinse, dry off oven heat, zinc enriched powder primer coat at 2-4 mils., gel oven heat, Ultra polyester finish T.G.I.C. powder coat at 2-4 mils., and final curing oven. Choose color: Black, Brown, White, Green, Almond, or Custom.

2.2 ACCESSORIES

- A. Rail/Post Bracket – Bracket system ensures easy installation without the need to weld in the field.
- B. Post Caps: Cast aluminum or malleable iron or formed steel manufactured to form a weather-tight closure. Choose Cap style: Ball or flat tops - on all posts.
- C. Rings: Decorative rings as required.
- D. Finial Tops for Pickets – Choose: Square Top, Quad Flair with Ball or Triad Spear.

2.3 SETTING MATERIALS

- A. Concrete: Minimum 28 day compressive strength of 3,000 psi.

- B. Flanged Post: Provide flanged base plates with 4 holes for surface mounting where indicated. (For wall mount or pad mount situations.)

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify areas to receive fencing are completed to final grades and elevations.
- B. Property lines and legal boundaries of work to be clearly established by the general contractor or property owner.

3.2 FENCE INSTALLATION

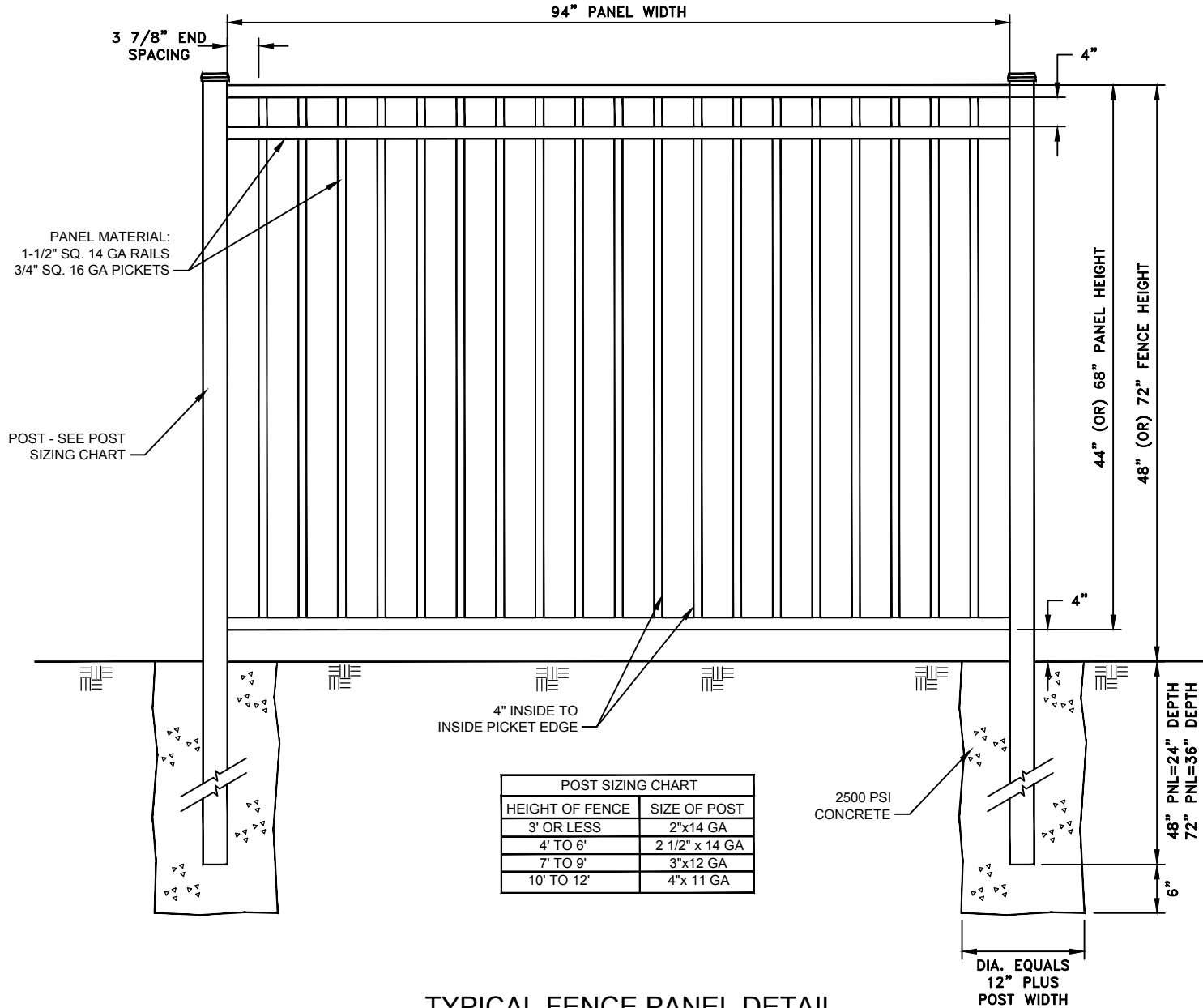
- A. Install fence per manufacturer's recommendations.
- B. Space posts uniformly at manufactures standard face to face of post dimension unless instructed otherwise.
- C. Set posts in concrete. Dig holes having a diameter 4 times the diameter of the post, and 6" deeper than the bottom of the post. Crown concrete at top to shed water.

3.3 CLEANING

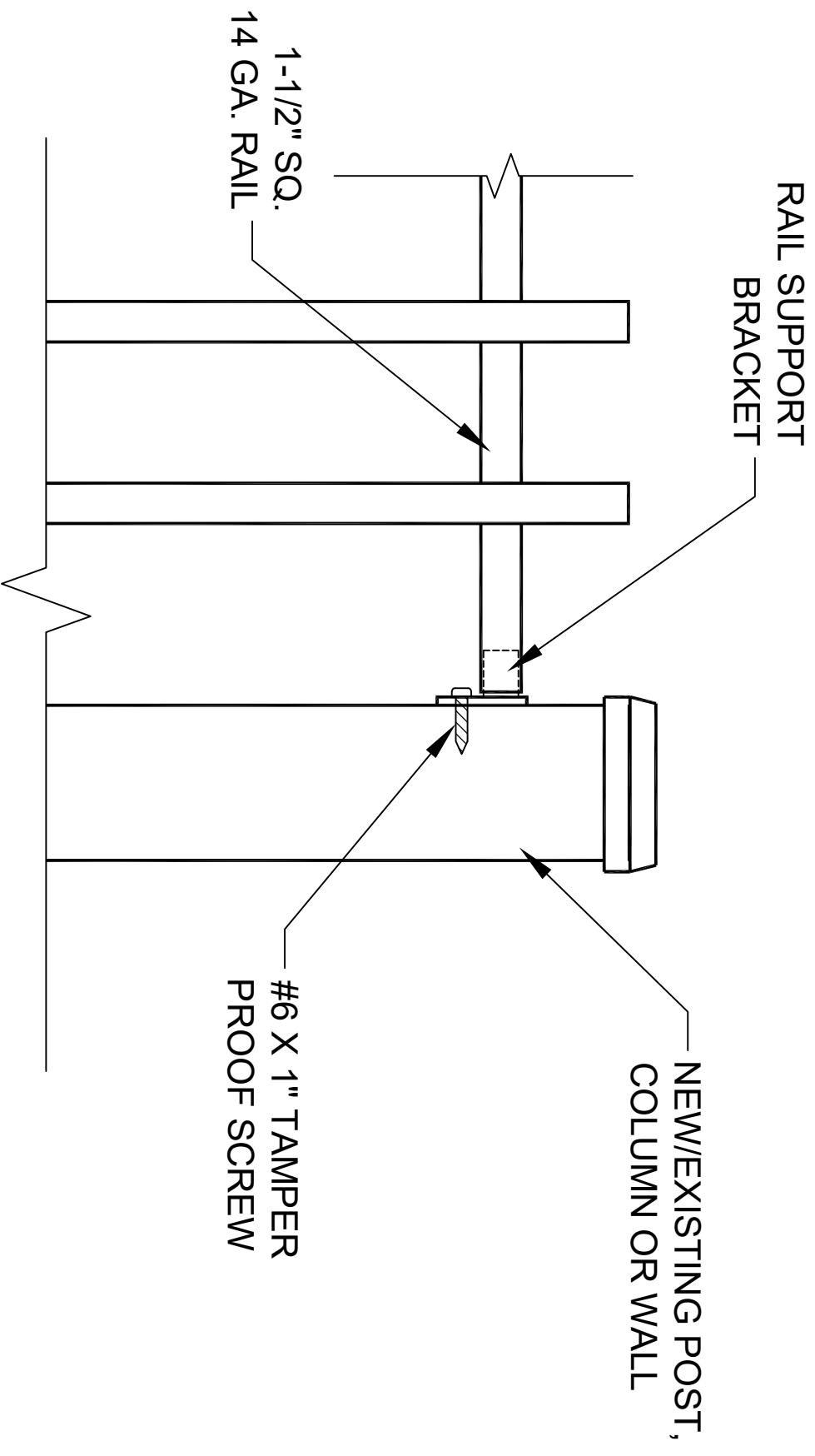
- A. Clean up debris and remove from the site.

END OF SECTION

- NOTES
 1. BLACK POWDER COATING WITH PRIMER
 2. PICKETS CUT AND WELDED
 3. PRESSED STEEL POST CAPS

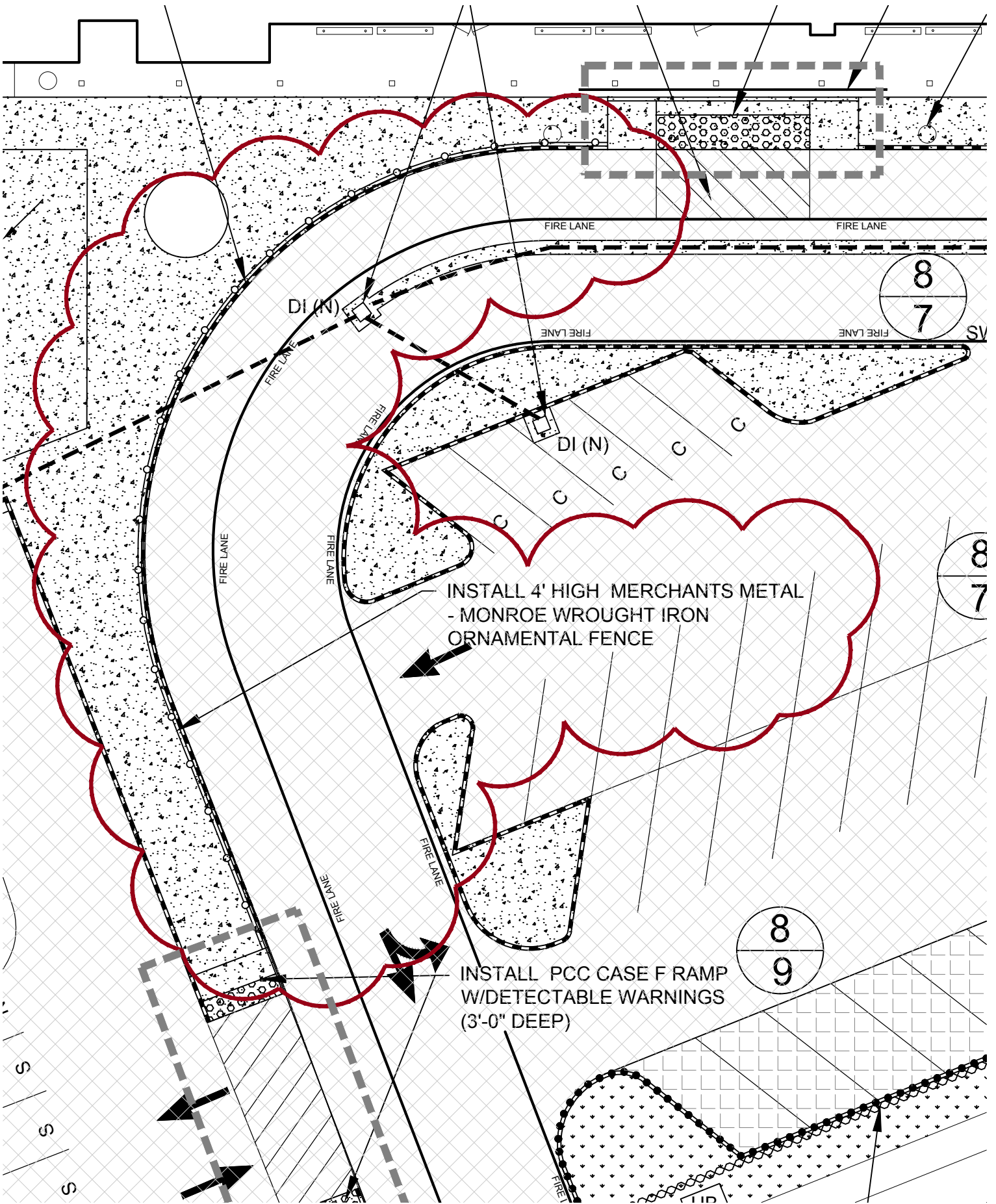


TYPICAL FENCE PANEL DETAIL
 NTS



BRACKET INSTALLATION DETAIL

NTS



INSTALL 4' HIGH MERCHANTS METAL - MONROE WROUGHT IRON ORNAMENTAL FENCE

INSTALL PCC CASE F RAMP W/DETECTABLE WARNINGS (3'-0" DEEP)

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HEAVY TIP