

**Increment #1: Site Work for Piedmont Middle School Modular Gymnasium Project**  
955 Piedmont Road, San Jose, CA 95132  
MDG Project #2106

**November 30, 2022**

**Berryessa Union School District**  
**San Jose, California**

This Addendum forms a part of the Contract Documents and modifies and clarifies the Notice to Bidders as noted below. Bidders must acknowledge receipt of this Addendum in the space provided on the Bid Form. Failure to do so may subject the Bidder to disqualification.

**GENERAL CLARIFICATIONS:**

**Item 01: Add Alternat #2:** This alternate has been removed from the scope of work.

**SPECIFICATION CLARIFICATIONS:**

**Item 02: Section 00 11 16 Notice to Bidder:** Replace with attached revised Notice to Bidders. This revises the bid date to December 6, 2022, before 2:00PM and removes phase 3 and Additive Alternate #2.

**Item 03: Section 00 41 26 Bid Form:** Replace with attached revised Bid form. This adds a line item for Additive Alternate #1 to the Grand Total and removed Additive Alternate #2.

**Item 04: Section 00 52 26 Agreement:** Replace with attached revised Agreement. This removes the timeline for Phase #3 that was associated with Additive Alternate #2.

**Item 05: Section 01 10 00 Summary:** Replace this section with the attached. This removes Alternate #2 and Phase #3 the Schedule of Work to accommodate Owner Occupancy for all phases.

**Item 06: Section 01 10 12 Bid Division Descriptions:** Replace this section with the attached. Removes Additive Alternate #2.

**Item 07: Section 01 23 00 Alternates and Unit Pricing:** Replace paragraph 1.05. with the following:

**1.05 ALTERNATES**

- A. The below Alternate descriptions are general in nature and for reference purposes only. The Contract Documents, including, without limitation, the Drawings and Specifications, must be referred to for the complete scope of work.

**Additive Alternate #1:** Site Concrete Bands in AC Paving.

**DRAWING CLARIFICATIONS:**

**Item 08: Site Logistics Plan:** Replace this plan issued as part of addendum 2 with the attached addendum 3 plan. This plan removes Alternate #2 from the scope of work.

**Item 09: Civil Plans:** Delete the verbiage related to ADD ALTERNATE #1 on all sheets. This verbiage is incorrect. Refer to Addendum 2 items 03, 22 and 23 and the attached revised bid documents for the correct verbiage regarding the base bid and Add Alternate #1.

**Attachments:**

- 00 11 16 Notice to Bidders – 2 pages
- 00 41 26 Bid Form – 4 pages
- 00 52 26 Agreement – 7 pages
- 01 10 11 Summary – 2 pages
- 01 10 12 Bid Division Descriptions – 4 pages
- Site Logistics Plan – 1 sheet

**End of Addendum #03**

**DOCUMENT 00 11 16****NOTICE TO BIDDERS****BID ANNOUNCEMENT  
BERRYESSA UNION SCHOOL DISTRICT**

Pursuant to Public Contract Code 20111 and 20112, notice is hereby given that sealed bids will be accepted by the Berryessa Union School District in the Purchasing Department, 1376 Piedmont Road, San Jose, California 95132, BEFORE the time and date indicated:

**Bid #B-06-2022-23  
SITE WORK AT PIEDMONT MIDDLE SCHOOL NEW GYM  
DUE DATE : **DECEMBER 6, 2022**, BEFORE 02:00PM**

The Berryessa Union School District is seeking qualified and experienced licensed contractors to submit sealed bids for the project listed above. This is a Measure U Bond Program project.

AB1565: This project is subject to Prequalification. The last day to submit a Prime or M/E/P prequalification package is November 17, 2022. If the bidder is not prequalified to bid on the Project, District will not accept the bid. Any M/E/P subcontractors the bidder lists for work must have current prequalified status with District. Prequalification documents are available for download at [www.berryessa.k12.ca.us](http://www.berryessa.k12.ca.us). Click the link for “Contractor Prequalification” under the Purchasing Department Page.

**Bid #B-06-2022-23** - The work of this project consists of the following but not limited to:

Site Work includes, but not limited to site grading, AC & Concrete paving, fencing, storm drainage system, bioretention areas and site utilities (e.g. UG Fire Suppression System, Power & Low Voltage Conduits) to support the New Gymnasium installation by the Design Build Contractor. Add Alternate #1: Site Concrete Bands in AC Paving.

**Engineer’s Estimate: \$1,000,000.00**

**There will be a Non-Mandatory Pre-Bid Conference and Job Walk for this project.** The Pre-Bid Conference and Job Walk will begin at **2:00PM on November 3, 2022**. Meet outside in the front parking lot at Piedmont Middle School, 955 Piedmont Road, San Jose, CA 95132. County COVID 19 Guidelines will be enforced –social distancing is recommended. No Contractors are allowed to visit the school site without an appointment.

Last day to submit Pre-Bid RFIs: November 16, 2022 no later than 5:00PM.

Last day for Addendum: November 23, 2022, 1:00PM

This project is not subject to a labor agreement (aka PLA or PSA) or DVBE requirement. Prequalification for Prime Contractors or MEP Subcontractors is required.

Time of completion for this project shall be in three phases:

**Phase 1:** All sitework scope of work within fenced-in area to include all underground utilities (Example: Power & LV Conduits, Storm Drain) and aggregate base for paving. Time to complete shall be before Increment #2 contractor mobilizes to site. Anticipated Increment 2 mobilization date is February 1, 2023.

**Phase 2:** All remaining scope of work to support the New Gym Building Increment 2 contractor (Example: Fire Suppression Line, Bio-swale, AC & Concrete Paving) to be completed by August 4, 2023 and can be done during non-school hours or long breaks, such the Winter Holiday Break in December and January, President’s Week in February 2023, Spring Break in April 2023 and Summer Break 2023.

Project Bidding Documents will be available for download and print at:  
<https://www.berryessa.k12.ca.us/OUR-DISTRICT/Departments/Business-Services/Purchasing/Current-Bids/index.html>

Bid #B-06-2022-23 – Licensing requirements: A – General Engineering

Contact: Kitchell CEM., Mark Casini, CCM at [mcasini@kitchell.com](mailto:mcasini@kitchell.com) – (408) 656-0468.

SB854: No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. The District shall award the Contract, if it awards it at all, to the lowest responsive and responsible bidder based on: **Base Bid + Additive Alternate.**

The Board of Trustees reserves the right to waive any irregularities, accept or reject any or all bids, and be the sole judge of merit and suitability of the workmanship and materials.

For the Governing Board,  
Berryessa Union School District  
Bonny S Gregorius  
Purchasing and Contracts Manager  
408-923-1871

END OF DOCUMENT

**DOCUMENT 00 41 26**

**BID FORM**

Berryessa Union School District  
 1376 Piedmont Rd.  
 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:

**SITE WORK**  
**PIEDMONT MIDDLE SCHOOL NEW GYM**  
**Bid # B-06-2022-23**

prepared by: McKim Design Group for the amount of:

<b>1</b>	_____ Dollars	\$ _____
	Amount in Words <b>Base Bid – Increment #1: Site Work at Piedmont MS</b>	<b>BASE BID</b>
<b>2</b>	_____ Dollars	\$ <b>90,000.00</b>
	<b>Allowance for Unforeseen Conditions</b>	<b>ALLOWANCE</b>
<b>3</b>	_____ Dollars	\$ _____
	<b>Additive Alternate #1: Site Concrete Bands in AC Paving.</b>	<b>ADDITIVE ALTERNATE #1</b>
<b>4</b>	_____ Dollars	\$ _____
	Amount in Words Grand Total = (Base Bid)+(Allowance)+(Additive Alternate #1) <i>(Add the total sum of item 1+2+3 above)</i>	<b>GRAND TOTAL</b>

11.1.6.1 ALTERNATE

The following items of work include proposed modifications to, substitutions for, to and/or deletions from the various parts of the Work specified in other Documents of the Specifications. The acceptance or rejection of any of the alternates is strictly at the option of the District subject to District's acceptance of Contractor's stated prices contained in this Proposal.

The below Alternate descriptions are general in nature and for reference purposes only. The Contract Documents, including, without limitation, the Drawings and Specifications, must be referred to for the complete scope of Work.

**Additive Alternate #1:** Site Concrete Bands in AC Paving.

<b>Add Alt 1</b>	<b>Dollars</b>	<b>\$</b> _____
	<b>Amount in Words</b>	
	<b>Additive Alternate 1:</b> Alternate to install bands of concrete in AC Paving.	

11.1.6.2 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 \_\_\_\_\_

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: \_\_\_\_\_

Dated: \_\_\_\_\_

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Title (if Corporation Chairman, President  
Or Vice President)

Title (if Corporation Secretary,  
Assistant Secretary,  
Chief Financial Officer, Treasurer,  
or Assistance Treasurer)

END OF DOCUMENT



**DOCUMENT 00 52 26**

**AGREEMENT BETWEEN OWNER AND CONTRACTOR**

This Agreement effective \_\_\_\_\_, 20\_\_, by and between Berryessa Union School District, Santa Clara County, California, hereinafter called the "Owner," and \_\_\_\_\_, hereinafter called the "Contractor."

**WITNESSETH:** That the Contractor and the Owner for the consideration hereinafter named agree as follows:

**ARTICLE I. SCOPE OF WORK.** The Contractor agrees to furnish all labor, equipment and materials, including tools, implements, and to perform all the work in a good and workmanlike manner, free from any and all liens and claims from mechanics, material suppliers, subcontractors, artisans, machinists, teamsters, freight carriers, and laborers required for:

**Bid #B-06-2022-23**

**SITE WORK AT PIEDMONT MIDDLE SCHOOL NEW GYM**

all in strict compliance with the plans, drawings and specifications therefore prepared by:

**McKim Design Group**

and other contract documents relating thereto.

**ARTICLE II. CONTRACT DOCUMENTS.** The Contractor and the Owner agree that all of the documents listed in Article 1.1.1 of the General Conditions form the Contract Documents which form the Contract.

**ARTICLE III. TIME TO COMPLETE AND LIQUIDATED DAMAGES.**

Time is of the essence in this contract, and the time of Completion for the Project shall be as follows:

**Phase 1:** All sitework scope of work within fenced-in area to include all underground utilities (Example: Power & LV Conduits, Storm Drain) and aggregate base for paving. Time to complete shall be before Increment #2 contractor mobilizes to site. Anticipated Increment 2 mobilization date is February 1, 2023.

**Phase 2:** All remaining scope of work to support the New Gym Building Increment 2 contractor (Example: Fire Suppression Line, Bio-swale, AC & Concrete Paving) to be completed by August 4, 2023 and can be done during non-school hours or long breaks, such the Winter Holiday Break in December and January, President's Week in February 2023, Spring Break in April 2023 and Summer Break 2023.

Failure to Complete the Project within the time and in the manner provided for by the Contract Documents (i.e., by the Completion deadline) shall subject the Contractor to liquidated damages. For purposes of liquidated damages, the concept of “substantial completion” shall not constitute Completion and is not part of the Contract Documents. The actual occurrence of damages and the actual amount of the damages which the Owner would suffer if the Project were not Completed by the Completion deadline are dependent upon many circumstances and conditions which could prevail in various combinations and, from the nature of the case, it is impracticable and extremely difficult to fix the actual damages. Damages which the Owner would suffer in the event of delay include, but are not limited to, loss of the use of the Project, disruption of activities, costs of administration, supervision and the incalculable inconvenience and loss suffered by the public.

Accordingly, the parties agree that the amount herein set forth shall be the amount of damages which the Owner shall directly incur upon failure of the Contractor to Complete the Project by the Completion deadline: **\$1,000.00, each Phase, for each calendar day** by which Completion of the Project is delayed beyond the Completion deadline as adjusted by change orders.

If the Contractor becomes liable under this section, the Owner, in addition to all other remedies provided by law, shall have the right to withhold any and all retained percentages of payments and/or progress payments, and to collect the interest thereon, which would otherwise be or become due the Contractor until the liability of the Contractor under this section has been finally determined. If the retained percentages and withheld progress payments appear insufficient to discharge all liabilities of the Contractor incurred under this Article, the Contractor and its sureties shall continue to remain liable to the Owner for such liabilities until all such liabilities are satisfied in full.

If the Owner accepts any work or makes any payment under this Agreement after a default by reason of delays, the payment or payments shall in no respect constitute a waiver or modification of any Agreement provisions regarding time of Completion and liquidated damages.

**ARTICLE IV. PAYMENT AND RETENTION.** The Owner agrees to pay the Contractor in current funds \_\_\_\_\_ dollars (\$\_\_\_\_\_) for work satisfactorily performed after receipt of properly documented and submitted Applications for Payment and to make payments on account thereof, as provided in the General Conditions.

The retention amount on this Project is Five Percent (5%).

**ARTICLE V. CHANGES.** Changes in this Agreement or in the Work to be done under this Agreement shall be made as provided in the General Conditions.

**ARTICLE VI. TERMINATION.** The Owner or Contractor may terminate the Contract as provided in the General Conditions.

**ARTICLE VII. PREVAILING WAGES.** The Project is a public work, the Work shall be performed as a public work and pursuant to the provisions of Section 1770 et seq. of the Labor Code of the State of California, which are hereby incorporated by reference and made a part hereof, the Director of Industrial Relations has determined the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which the work is to be performed, for each craft, classification or type of worker needed to execute this Contract. Per diem wages shall be deemed to include employer payments for health and welfare, pension, vacation, apprenticeship or other training programs, and similar purposes. Copies of the rates are on file at the Owner's principal office. The rate of prevailing wage for any craft, classification or type of workmanship to be employed on this Project is the rate established by the applicable collective bargaining agreement which rate so provided is hereby adopted by reference and shall be effective for the life of this Agreement or until the Director of the Department of Industrial Relations determines that another rate be adopted. It shall be mandatory upon the Contractor and on any subcontractor to pay not less than the said specified rates to all workers employed in the execution of this Agreement.

The Contractor and any subcontractor under the Contractor as a penalty to the Owner shall forfeit not more than Two Hundred Dollars (\$200.00) for each calendar day or portion thereof for each worker paid less than the stipulated prevailing rates for such work or craft in which such worker is employed. The difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.

The Contractor and each Subcontractor shall keep or cause to be kept an accurate record for work on this Project showing the names, addresses, social security numbers, work classification, straight time and overtime hours worked and occupations of all laborers, workers and mechanics employed by them in connection with the performance of this Contract or any subcontract thereunder, and showing also the actual per diem wage paid to each of such workers, which records shall be open at all reasonable hours to inspection by the Owner, its officers and agents and to the representatives of the Division of Labor Law Enforcement of the State Department of Industrial Relations. The Contractor and each subcontractor shall furnish a certified copy of all payroll records directly to the Labor Commissioner.

For public works contracts awarded on and after January 1, 2015, those public works projects shall be subject to compliance monitoring and enforcement by the Department of Industrial Relations.

As of March 1, 2015, a contractor or subcontractor shall not be qualified to submit a bid or to be listed in a bid proposal subject to the requirements of Public Contract Code section 4104 unless currently registered and qualified under Labor Code section 1725.5 to perform public work as defined by Division 2, Part 7, Chapter 1 (§§1720 et seq.) of the Labor Code.

As of April 1, 2015, a contractor or subcontractor shall not be qualified to enter into, or engage in the performance of, any contract of public work (as defined by Division 2, Part 7, Chapter 1 (§§1720 et seq.) of the Labor Code) unless currently registered and qualified under Labor Code section 1725.5 to perform public work.

**ARTICLE VIII. WORKING HOURS.** In accordance with the provisions of Sections 1810 to 1815, inclusive, of the Labor Code of the State of California, which are hereby incorporated and made a part hereof, the time of service of any worker employed by the Contractor or a Subcontractor doing or contracting to do any part of the Work contemplated by this Agreement is limited and restricted to eight hours during any one calendar day and forty hours during any one calendar week, provided, that work may be performed by such employee in excess of said eight hours per day or forty hours per week provided that compensation for all hours worked in excess of eight hours per day, and forty hours per week, is paid at a rate not less than one and one-half (1½) times the basic rate of pay. The Contractor and every Subcontractor shall keep an accurate record showing the name of and the actual hours worked each calendar day and each calendar week by each worker employed by them in connection with the Work. The records shall be kept open at all reasonable hours to inspection by representatives of the Owner and the Division of Labor Law Enforcement. The Contractor shall as a penalty to the Owner forfeit Twenty-five Dollars (\$25.00) for each worker employed in the execution of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day, and forty hours in any one calendar week, except as herein provided.

**ARTICLE IX. APPRENTICES.** The Contractor agrees to comply with Chapter 1, Part 7, Division 2, Sections 1777.5 and 1777.6 of the California Labor Code, which are hereby incorporated and made a part hereof. These sections require that contractors and subcontractors employ apprentices in apprenticeable occupations in a ratio of not less than one hour of apprentice's work for each five hours of work performed by a journeyman (unless an exemption is granted in accordance with Section 1777.5) and that contractors and subcontractors shall not discriminate among otherwise qualified employees as indentured apprentices on any public works solely on the ground of sex, race, religious creed, national origin, ancestry or color. Only apprentices as defined in Labor Code Section 3077, who are in training under apprenticeship standards and who have signed written apprentice agreements, will be employed on public works in apprenticeable occupations. The responsibility for compliance with these provisions is fixed with the Contractor for all apprenticeable occupations.

**ARTICLE X. DSA OVERSIGHT PROCESS.** The Contractor must comply with the applicable requirements of the Division of State Architect ("DSA") Construction Oversight Process ("DSA Oversight Process"), including but not limited to (a) notifying the Owner's Inspector of Record/Project Inspector ("IOR") upon commencement and completion of each aspect of the work as required under DSA Form 156; (b) coordinating the Work with the IOR's inspection duties and requirements; (c) submitting verified reports under DSA Form 6-C; and (d) coordinating with the Owner, Owner's Architect, any Construction Manager, any laboratories, and the IOR to meet the DSA Oversight Process requirements without delay or added costs to the Project.

Contractor shall be responsible for any additional DSA fees related to review of proposed changes to the DSA-approved construction documents, to the extent the proposed changes were caused by Contractor's wrongful act or omissions. If inspected work is found to be in non-compliance with the DSA-approved construction documents or the DSA-approved testing and inspection program, then it must be removed and corrected. Any construction that covers unapproved or uninspected work is subject to removal and correction, at Contractor's expense, in order to permit inspection and approval of the covered work in accordance with the DSA Oversight Process.

**ARTICLE XI. INDEMNIFICATION AND INSURANCE.** The Contractor will defend, indemnify and hold harmless the Owner, its governing board, officers, agents, trustees, employees and others as provided in the General Conditions.

By this statement the Contractor represents that it has secured the payment of Workers' Compensation in compliance with the provisions of the Labor Code of the State of California and during the performance of the work contemplated herein will continue so to comply with said provisions of said Code. The Contractor shall supply the Owner with certificates of insurance evidencing that Workers' Compensation Insurance is in effect and providing that the Owner will receive thirty (30) days' notice of cancellation.

Contractor shall provide the insurance set forth in the General Conditions. The amount of general liability insurance shall be \$1,000,000.00 per occurrence for bodily injury, personal injury and property damage and a minimum of \$2,000,000.00 aggregate. The amount of automobile liability insurance shall be \$1,000,000.00 per accident for bodily injury and property damage combined single limit.

**ARTICLE XII. ENTIRE AGREEMENT.** The Contract constitutes the entire agreement between the parties relating to the Project, and supersedes any prior or contemporaneous agreement between the parties, oral or written, including the Owner's award of the Project to Contractor, unless such agreement is expressly incorporated herein. The Owner makes no representations or warranties, express or implied, not specified in the Contract. The Contract is intended as the complete and exclusive statement of the parties' agreement pursuant to Code of Civil Procedure section 1856.

**ARTICLE XIII. EXECUTION OF OTHER DOCUMENTS.** The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of the Contract.

**ARTICLE XIV. EXECUTION IN COUNTERPARTS.** This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

**ARTICLE XV. BINDING EFFECT.** Contractor, by execution of this Agreement, acknowledges that Contractor has read this Agreement and the other Contract Documents, understands them, and agrees to be bound by their terms and conditions.

The Contract shall inure to the benefit of and shall be binding upon the Contractor and the Owner and their respective successors and assigns.

**ARTICLE XVI. SEVERABILITY; GOVERNING LAW; CHOICE OF FORUM.** If any provision of the Contract shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof. The Contract shall be governed by the laws of the State of California. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Santa Clara, subject to transfer of venue under applicable State law, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by Owner.

**ARTICLE XVII. AMENDMENTS.** The terms of the Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties and approved or ratified by the Governing Board.

**ARTICLE XVIII. ASSIGNMENT OF CONTRACT.** The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the surety on the payment bond, the surety on the performance bond and the Owner.

**ARTICLE XIX. COMPLIANCE WITH COVID-19 REQUIREMENTS.** During the Work, the Contractor shall ensure that all Work, including but not limited to Work performed by Subcontractors, is performed in compliance with all applicable legal, contractual, and local government requirements related to the Novel Coronavirus and COVID-19, including “social distancing,” face masks, and hand hygiene as may be ordered by the State or local authorities and as may be directed in the Contract Documents.

**ARTICLE XX. WRITTEN NOTICE.** Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or to an officer of the corporation for whom it was intended, or if delivered at or sent by registered or certified or overnight mail to the last business address known to the person who gives the notice.

**(CONTRACTOR)**

**(OWNER)**

\_\_\_\_\_  
SIGNED BY (Contractor)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Title)

\_\_\_\_\_  
CALIFORNIA CONTRACTOR'S  
LICENSE NO.

LICENSE EXPIRATION DATE

**NOTE:** Contractor must give the full business address of the Contractor and sign with Contractor's usual signature. Partnerships must furnish the full name of all partners and the Agreement 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. Corporations must sign 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.

END OF DOCUMENT

**SECTION 01 10 00**  
**SUMMARY**

**PART 1 GENERAL**

**1.1 PROJECT**

- A. Project Name: **SITE WORK AT PIEDMONT MIDDLE SCHOOL NEW GYM**
- B. Owner's Name: Berryessa Union School District.
- C. Architect's Name: McKim Design Group
- D. The Project consists of Site Work, but not limited to site grading, AC & Concrete paving, fencing, storm drainage system, bioretention areas and site utilities (e.g. UG Fire Suppression System, Power & Low Voltage Conduits) to support the New Gymnasium installation by the Design Build Contractor.

**1.2 RELATED SECTIONS**

- A. Contract Type: A single prime contract based on a Stipulated Price as described in Document 00 5200 - Agreement Form

**1.3 CONTRACT DESCRIPTION**

- A. See section 01 10 12 for Bid Division Descriptions

**1.4 DESCRIPTION OF ALTERATIONS WORK**

- A. Scope of alterations work is shown on drawings and specification by McKim Design Group.
  - B. **Bid #B-06-2022-23** - Site Work includes, but not limited to site grading, AC & Concrete paving, fencing, storm drainage system, bioretention areas and site utilities (e.g. UG Fire Suppression System, Power & Low Voltage Conduits) to support the New Gymnasium installation by the Design Build Contractor. Add Alternate #1: Site Concrete Bands in AC Paving.

**1.5 OWNER OCCUPANCY**

- A. Owner intends to occupy the entire Project upon Substantial Completion.
- B. Owner intends to occupy all buildings at the end of project.
- C. Cooperate with Owner to minimize conflict and to facilitate Owner's operations.



D. Schedule the Work to accommodate Owner occupancy.

**Phase 1:** All sitework scope of work within fenced-in area to include all underground utilities (Example: Power & LV Conduits, Storm Drain) and aggregate base for paving. Time to complete shall be before Increment #2 contractor mobilizes to site. Anticipated Increment 2 mobilization date is February 1, 2023.

**Phase 2:** All remaining scope of work to support the New Gym Building Increment 2 contractor (Example: Fire Suppression Line, Bio-swale, AC & Concrete Paving) to be completed by August 4, 2023 and can be done during non-school hours or long breaks, such as the Winter Holiday Break in December and January, President's Week in February 2023, Spring Break in April 2023 and Summer Break 2023.

E. Work by Others:

1) Increment #2: New Gymnasium Building

## 1.6 CONTRACTOR USE OF SITE AND PREMISES

A. Construction Operations: Limited to areas noted on Drawings.

B. Provide access to and from site as required by law and by Owner.

1. Emergency Building Exits During Construction: Keep all exits required by code open during construction period; provide temporary exit signs if exit routes are temporarily altered.
2. Do not obstruct roadways, sidewalks, or other public ways without permit.

C. Utility Outages and Shutdown.

1. Do not disrupt or shut down life safety systems, including but not limited to fire sprinklers and fire alarm system, without 7 days' notice to Owner and authorities having jurisdiction.
2. Limit shutdown of utility services to minimal hours, arranged at least 48 hours in advance with Owner.
3. Prevent accidental disruption of utility services to other facilities.

**END OF SECTION**

DOCUMENT 01 10 12  
**BID DIVISION DESCRIPTIONS**

**Bid #B-06-2022-23**  
**SITE WORK AT PIEDMONT MIDDLE SCHOOL NEW GYM**

**PART 1 - GENERAL**

**1.1 Section Includes**

- A. Descriptions of Bid Packages.

**1.2 Related Sections**

- A. Section 01 10 00 - Summary of Work.

**1.3 DESCRIPTIONS OF BID DIVISIONS**

- A. For the purpose of clarity, the scope of work for each Bid Package has been divided into three categories: "INCLUDED", "ALSO INCLUDED", and "EXCLUDED".
1. Items listed under "INCLUDED" are the standard and/or "conventional" work scope of each Bid Package.
  2. Information provided under "ALSO INCLUDED" points out some items which may be considered less obvious or "unconventional," but which are included in the work scope of a particular Bid Package. (Information under this heading is not always necessary to delineate a Bid Package.)
  3. Information provided under the heading "EXCLUDED" is for the purpose of indicating beginning and termination points, and/or to provide an understanding of fringe involvements included in Bid Packages. (Information under this heading is not always necessary to delineate a Bid Package.)
- B. Bid Packages are the categories of Work into which the Project will be divided for bidding and construction. Bid Packages should not be confused with Specification Sections.
1. Bid Package Descriptions (Section 01 10 12) are written descriptions of the Scope of the Work included in each of the Bid Packages.
  2. Bid Package Descriptions have been written to clearly define each Bid Package. Contractors are encouraged to request information or clarification by calling the Construction Manager. The Owner will not be responsible for a Contractor's incorrect interpretation of the Descriptions.
  3. Although each Bid Package involves a

standard segment of "conventional" trade contracting, multiple contract project delivery requires that adjustments be made to permit the completion of each Bid Package as a separate segment of construction. Each Contractor shall carefully review the total scope of responsibilities with respect to the Work of the Bid Package(s), and shall provide for the total scope in Contractor's Proposal.

4. Each Contractor shall become familiar with the work scopes of all other Bid Packages which interface with the Bid Package of which a proposal is being submitted. Each Contractor shall consider that the work of Contractor's Bid Package(s) may follow the work of another Bid Package, that other Contractors may perform work after the work of Contractor's Bid Package(s), and that other Contractors may work simultaneously with the work of Contractor's Bid Package(s). Each Contractor shall include provisions for such sequencing and scheduling, and for cooperation and coordination with such other Contractors in the Bid Proposal.
5. Nothing contained in the Bidding Documents, including the Bid Division descriptions, shall be construed by Bidders as an assignment of work to any construction industry trade. Each Bidder is responsible for Bidder's own work assignments within the Bid Package.

**1.4 BID PACKAGE DESCRIPTIONS**

**A. BID DIVISION: Bid #B-06-2022-23  
SITE WORK AT PIEDMONT MIDDLE SCHOOL NEW GYM**

1. **Included:** Site Work includes, but not limited to site grading, AC & Concrete paving, fencing, storm drainage system, bioretention areas and site utilities (e.g. UG Fire Suppression System, Power & Low Voltage Conduits) to support the New Gymnasium installation by the Design Build Contractor. **Add Alternate #1(if accepted): Site Concrete Bands in AC Paving.**

See below for additional clarification(s).

Division 00	Procurement and Contracting Requirements
Division 01	General Requirements
Division 02	Existing Conditions & Demolition
Division 07	Thermal & Moisture Protection
Division 09	Finishes
Division 26	Electrical
Division 31	Earthwork

Division 32 Exterior Improvements  
Division 33 Utilities

**Also included but not limited to:**

Due to compressed schedule of this project, contractor will be required to submit all submittals (for this bid division) to CM/Architect 10 days after receipt of Notice to Proceed. The Contractor is required to provide an underground utility survey performed by a licensed underground utility locator at the contractor's expense. The locator's report must be submitted to the Owner and Construction Manager for review prior to beginning any demolition, excavation or grading operations. All construction included in these Bid Divisions shall be in accordance with all bid documents, all organizations having jurisdiction, and all other, applicable design criteria.

Provide As-built drawings (for this bid package) showing original contract, change order work, RFI'S and any other additional work.

Provide and install all underground utilities(for this bid package).

Provide selective demolition and cutting of elements (for all bid package).

Provide patching associated with all work.

Provide continuous clean up.

Provide coordination with all other Bid Division Contractors, District Maintenance staff, District vendors and Modular Building Contractor install new gym building.

Provide labor for the daily securing of the site at quitting time.

Provide saw cutting and demolition of paving in the exterior of the buildings.

Provide patching associated with Electrical selective demolition work.

Provide and install power & low voltage conduits, pull boxes, vaults, pull cans and related equipment as noted on the plans and specifications.

Provide all trenching, backfill and compaction to sub grade, and

patching associated with this scope of work.

Provide engineering of underground utilities associated with this scope of work.

Includes all SWIPP provisions required by contract documents and the City of San Jose. Contractor shall include their bid to provide SWIPP measures to protect runoff of into city street at perimeter of jobsite fencing.

All electrical and signal work to points of connection per plans and specifications

Includes all signage, safety provisions, required to complete all connections.

Includes all excavation, excavation shoring, plating, etc. and all required safety provisions required by all entities having jurisdiction.

Any cutting and patching necessary to install conduits, boxes, and raceways.

Private underground locating services to locate all utilities within work area.

Site Logistics Plan

Site Work Scope Matrix

CONTRACTOR SHALL INCLUDE IN THEIR BID FURNISHING AND INSTALLING 500-LF OF TEMPORARY 6-FT HIGH CHAIN LINK FENCE TO USE AS NEEDED TO SAFE OFF AREAS OF WORK.

CONTRACTOR SHALL INCLUDE IN THEIR BID FURNISHING AND INSTALLING 1000-LF OF PRIVACY SCREEN TO INSTALL ON EXISTING FENCING OR TEMP FENCING AS NEEDED TO SAFE-OFF AREAS OF WORK

**Excluded:** All work associated with Increment #2: New Gymnasium Building.

END OF DOCUMENT

**PHASE 1:  
AFTER NTP**

**ALL UNDERGROUND UTILITIES & BASE ROCK FOR PAVING SHALL BE COMPLETE BEFORE INCREMENT #2 CONTRACTOR MOBILIZES TO SITE.**

**INCREMENT #2 ANTICIPATED MOBILIZATION DATE IS 2/1/2023.**

**GENERAL NOTES:**

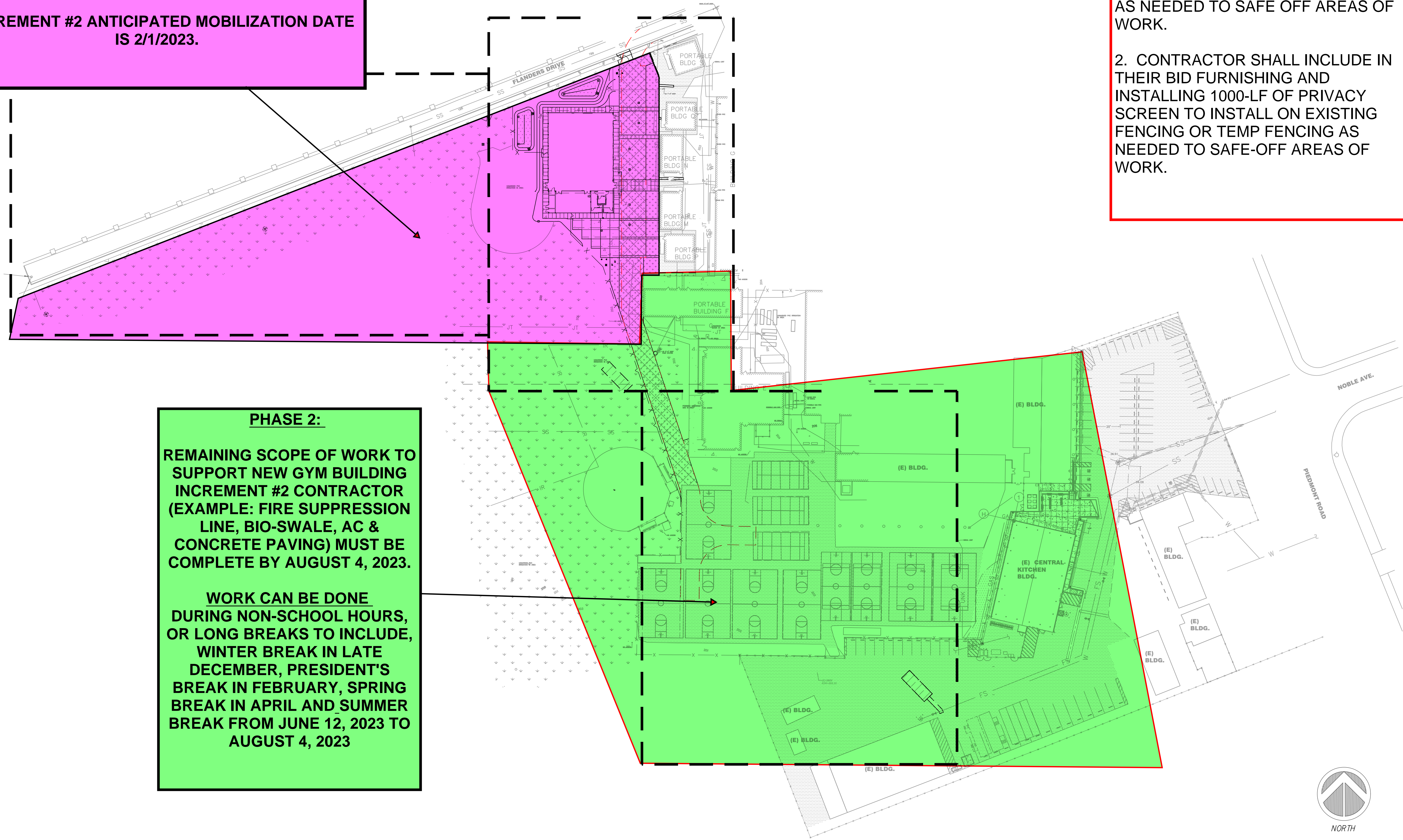
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**PHASE 2:**

**REMAINING SCOPE OF WORK TO SUPPORT NEW GYM BUILDING INCREMENT #2 CONTRACTOR (EXAMPLE: FIRE SUPPRESSION LINE, BIO-SWALE, AC & CONCRETE PAVING) MUST BE COMPLETE BY AUGUST 4, 2023.**

**WORK CAN BE DONE DURING NON-SCHOOL HOURS, OR LONG BREAKS TO INCLUDE, WINTER BREAK IN LATE DECEMBER, PRESIDENT'S BREAK IN FEBRUARY, SPRING BREAK IN APRIL AND SUMMER BREAK FROM JUNE 12, 2023 TO AUGUST 4, 2023**

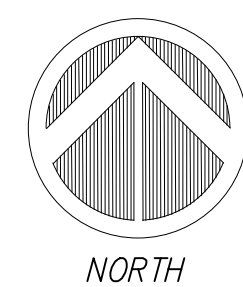


PIEDMONT MIDDLE SCHOOL  
955 PIEDMONT ROAD  
SAN JOSE, CA 95132  
NEW MODULAR GYMNASIUM & SITE WORK  
INCREMENT 1

**SITE LOGISTICS**

**PLAN**

**ADDENDUM #3**



NORTH

SCALE: 1"=50'

