

**PROJECT: 2018-40156**

**BID# 2018-40156**



# **SUPPLEMENTAL CONDITIONS**

## **SUPPLEMENTAL CONDITIONS**

**These Supplemental Conditions are intended to supplement or revise the General Conditions for this Project. In the event a conflict exists between the two documents, the Supplemental Conditions shall take precedence over the General Conditions. If an item has conflicts or is unclear, it is the Contractor's responsibility to verify with District, or Contractor will bid and be bound to the item which will result in a higher cost or quality.**

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1. **Application of Supplemental Conditions.** These Supplemental Conditions are to be incorporated into the Contract Documents for the Work generally described as **Los Robles-Ronald McNair Site Fence and Sidewalk Improvement Ravenswood Middle School Realignment Phase 1** **Project – Bid# 2018-40156**.

2. **Submittal Schedule.** This Contractor shall provide the following items by the time indicated:

Submittal	Date by which Contractor Must Provide Submittal
Shop or setting list drawings, schedules, and materials list required for the work of various trades.	<u>Fifteen (15)</u> Days from the District's issuance of a Notice to Proceed.
All samples as required in specifications together with catalogs and supporting data required by Architect.	<u>Fifteen (15)</u> Days from the District's issuance of a Notice to Proceed.
Progress schedule for District's approval.	<u>Fifteen (15)</u> Days from the District's issuance of a Notice to Proceed.
A detailed schedule of values giving complete breakdown of contract price for each component of the Project.	<u>Fifteen ( 15 )</u> Days from the District's issuance of a Notice to Proceed.
A periodical itemized estimate of work done for purpose of making partial payments thereon.	<u>Fourteen ( 14 )</u> Days from the District's issuance of a Notice to Proceed.
A schedule of estimated monthly payments which shall be due Contractor under the Agreement.	<u>Fourteen ( 14 )</u> Days from the District's issuance of a Notice to Proceed.
Detailed construction schedule.	<u>Seven ( 7 )</u> Days from the District's issuance of a Notice to Proceed.
Commissioning, Warranty, Closeout and punchlist schedule.	<u>One hundred eighty-one ( 105 )</u> Days from the District's issuance of a Notice to Proceed

3. **Substitution for Specified Items**

- a. Requests for substitutions prior to award of the Contract shall be done within the time period indicated in the Instructions to Bidders.

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- b. Requests for substitutions after award of the Contract shall be within **THIRTY-(30)** days of the date of the Notice of Award. This time period can be extended by the District only, in its sole discretion.
- c. Whenever in the Specifications any materials, process, or article is indicated or specified by grade, patent, or proprietary name, or by name of manufacturer, that Specification shall be deemed to be followed by the words “or equal.” Contractor may, unless otherwise stated, offer any material, process, or article that shall be substantially equal or better in every respect to that so indicated or specified.
- i. If the material, process, or article offered by Contractor is not, in the opinion of the District, substantially equal or better in every respect to that specified, then Contractor shall furnish the material, process, or article specified in the Specifications without any additional compensation or change order.
  - ii. This provision shall not be applicable with respect to any material, product, thing or service for which District made findings and gave notice in accordance with Public Contract Code section 3400(b); therefore, Contractor shall not be entitled to request a substitution with respect to those materials, products or services.
- d. A request for a substitution shall be in writing and shall include:
- i. All variations of the proposed substitute from the material specified including, but not limited to, principles of operation, materials, or construction finish, thickness or gauge of materials, dimensions, weight, and tolerances;
  - ii. Available maintenance, repair or replacement services;
  - iii. Increases or decreases in operating, maintenance, repair, replacement, and spare parts costs;
  - iv. Whether or not acceptance of the substitute will require other changes in the Work (or in work performed by the District or others under Contract with the District); and
  - v. The time impact on any part of the Work resulting directly or indirectly from acceptance of the proposed substitute.
- e. No substitutions shall be made until approved, in writing, by the District. The burden of proof as to equality of any material, process, or article shall rest with Contractor. The Contractor warrants that if substitutes are approved:

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- i. The proposed substitute is equal or superior in all respects to that specified, and that such proposed substitute is suitable and fit for the intended purpose and will perform adequately the function and achieve the results called for by the general design and the Contract Documents;
- ii. The Contractor provides the same warranties and guarantees for the substitute that would be provided for that specified;
- iii. The Contractor shall be fully responsible for the installation of the substitute and any changes in the Work required, either directly or indirectly, because of the acceptance of such substitute, with no increase in Contract Price or Contract Time. Incidental changes or extra component parts required to accommodate the substitute will be made by the Contractor without a change in the Contract Price or Contract Time;
- iv. The Contractor shall be responsible for any re-design costs occasioned by District's acceptance and/or approval of any substitute; and
- v. The Contractor shall, in the event that a substitute is less costly than that specified, credit the District with one hundred percent (100%) of the net difference between the substitute and the originally specified material. In this event, the Contractor agrees to execute a deductive Change Order to reflect that credit.
- f. In the event Contractor furnishes a material, process, or article more expensive than that specified, the difference in the cost of that material, process, or article so furnished shall be borne by Contractor.
- g. In no event shall the District be liable for any increase in Contract Price or Contract Time due to any claimed delay in the evaluation of any proposed substitute or in the acceptance or rejection of any proposed substitute.
- h. If the District approves a substitution after the award of the Contract, the District shall memorialize that approval in a Change Order or other applicable Contract modification process.

#### 4. Insurance.

- a. **Contractor's Insurance.** The Contractor shall obtain and maintain the following insurance coverage's with minimum coverage amounts as set forth below:

##### ***1. Commercial General Liability and Property Insurance:***

- a. *Per Occurrence* \$1,000,000
- b. *Aggregate* \$2,000,000

##### ***2. Workers Compensation Insurance:***

- a. *In accordance with limits established by law.*

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3. ***Employers Liability Insurance:*** \$1,000,000

b. **Builders Risk Insurance.** In accordance the General Conditions, coverage shall be provided for the full insurable value of the Work. Coverage for the perils of earthquakes ***are not*** to be included within the scope of coverage under the Builders Risk Insurance Policy.

c. **Subcontractor's Insurance.** Each Subcontractor shall obtain and maintain the following insurance coverage's in the following minimum coverage amounts:

1. ***Commercial General Liability and Property Insurance:***

a. *Occurrence* \$1,000,000  
b. *Aggregate* \$2,000,000

2. ***Workers Compensation Insurance:***

a. In accordance with limits established by law.

3. ***Employers Liability Insurance:*** \$1,000,000

5. **Drawings and Specifications.** Bid Packages are available on the District's website at URL: <http://www.ravenswoodschools.org/rfps>.

6. **Contract Time.** The commencement date for anticipated start of construction shall be **Monday, February 18, 2019**. The Contractor shall achieve Substantial Completion of the Work by no later than **Thursday, Aug 15, 2019**.

7. **Mark-ups on Changes to the Work.** In the event of Changes to the Work, pursuant to the General Conditions, the mark-up for all overhead (including home and field office overhead), general conditions costs and profit, shall not exceed the percentage of allowable direct actual costs for performance of the Change as set forth below. For the portion of any Change performed by a Subcontractor of any tier, the Contractor may add an amount equal to **Five Percent (5%)** of the allowable actual direct labor and materials costs of Subcontractors performing the Change. For the portion of any Change performed by the Contractor's own forces, the mark-up on the allowable actual direct labor and materials costs of such portion of a Change shall be **Ten Percent (10%)**.

8. **Adverse weather.** Delays due to Adverse Weather conditions will only be permitted in compliance with the provisions in the General Conditions and only if the number of days of Adverse Weather exceeds the following parameters:

January	<b>[n/a]</b>	July	<b>[0]</b>
February	<b>[n/a]</b>	August	<b>[0]</b>
March	<b>[n/a]</b>	September	<b>[0]</b>
April	<b>[n/a]</b>	October	<b>[n/a]</b>
May	<b>[0]</b>	November	<b>[n/a]</b>
June	<b>[0]</b>	December	<b>[n/a]</b>

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9. **Working Hours.** The Contractor may work from 7:00AM – 7:00PM Monday through Sunday as per the City Ordinance. The District will not incur the cost for any overtime for working extended hours or weekends should the Contractor elect to do so. Should the Contractor choose to work on a Sunday, he/she must notify the Construction Manager seventy-two (72) hours prior to commencing work. There shall be absolutely no interaction between Contractor and students.

10. **Identification Badges.** In replacement of the requirement for ID badges the Contractor shall provide each employee with identifiable company shirts or issue “Orange Street Vests” for identification.

11. **Scope.** The scope can generally be described as the: Ravenswood Middle School Realignment Phase 1

12. **Allowances.** Not used.

13. **Estimate.** Project Architect preliminary estimate is **\$475,000.00**

14. **Duration.** Project duration is one hundred and seventy-eight (**105**) calendar days.

15. **Award.** The project will be awarded to the Bidder submitting the lowest responsible Bid Proposal on the basis of the Base Bid.

16. **Submittals.** **Seven (7)** copies required. All due within **five (5)** days from Notice to Proceed. Contractor is to comply with the requirements of the Technical Specifications for submittal approval prior to fabrication.

17. **Prevailing Wage.** Prevailing wage rates are to be applied. Certified Payroll is to be provided to the Ravenswood City School District and electronically to the Department of Industrial Relations, on a weekly basis.

18. **Temporary Fencing.** Contractor is to protect its work as needed to safely secure and barricade any ongoing work. Contractor is responsible for the proper installation, operation, maintenance and removal of temporary fencing.

19. **Staging.** Contractor may be provided with a staging area as necessary and as determined by the District based on the Contractor’s needs. Contractor will be responsible for securing staging area. Contractor shall coordinate with Construction Manager any delivery and activity to and from the staging area that affects the school operation.

20. **Safety.** Each bidder must provide all necessary fencing, barricades and trench plates as needed to insure a safe work environment to both the school community and public. Contractor is responsible for the work area to be secure and safe during work and non-work hours. Contractor is to submit, follow, and abide by an Occupational Safety & Health Administration (“OSHA”) Job

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Safety & Health Plan. Contractor shall operate a secure work environment as per all relevant State and local ordinances.

21. **Use of Site.** The Science building is vacant. There will be ongoing classroom education in the Gym and Music room until the end of the school semester on June 14, 2019.

22. **Restrooms Facilities.** Contractor shall provide and maintain temporary restroom facilities during the duration of work. The security, operation and accessibility of temporary restroom facilities are the responsibility of the Contractor and shall abide by all State and local building ordinances. Contractor shall not use any school restrooms.

23. **Site Maintenance.** Contractor must maintain all work areas in a clean manner at all times and shall dispose of construction personnel trash in construction trash bins only provided by the Contractor. Daily clean-up is required to maintain a safe and secure work area. Contractor must coordinate with Construction Manager for the debris' dump areas and hauling dates & times. Contractor shall be responsible for associated costs and shall include final clean-up.

24. **Site Utilities.** Contractor may use District power and water from any exterior outlet or hose bib. Contractor shall coordinate with Construction Manager the utilities' locations and use of these and other utilities and is responsible for not disrupting any school functions or operations.

25. **Public Right of Way.** During demolition and construction, all public right of ways including sidewalks, streets and parking lots need to be clear of construction activity, debris, equipment and material and shall be accessible at all times. If Contractor elects to use street closure or other permits he/she is responsible for obtaining all required permits, fees, and associated costs for such work. Contractor shall abide by all State and local building ordinances.

26. **Landscape Maintenance.** Contractor shall maintain and protect existing and newly landscape throughout duration of project as per the project's specifications. Any landscape damaged or destroyed during demolition or construction shall be replaced with exact specimens approved by the Construction Manager at the Contractor's time and cost.

27. **Concurrent Construction and Coordination.** During the duration of this project other construction work may occur. Construction work shall be coordinated with the different project contractors and Construction Manager to ensure no disruptions to either project.

28. **Painting.** Contractor is to follow the Manufacturer's Specification as it pertains to the finish schedule.

29. **Project Completion.** All construction activity must be successfully completed as per the project's deadline of **105 calendar days**. No construction work can continue after August 15, 2019. Job site must be clean of debris and equipment with all material removed off site after completion.

30. **Examination of Site and Contract Documents.** Each Bidder shall, at its sole cost and expense, inspect the Site and to become fully acquainted with the Contract Documents and

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conditions affecting the Work. The failure of a Bidder to receive or examine any of the Contract Documents or to inspect the Site shall not relieve such Bidder from any obligation with respect to the Bid Proposal, or the Work required under the Contract Documents. The District assumes no responsibility or liability to any Bidder for, nor shall the District be bound by, any understandings, representations or agreements of the District's agents, employees or officers concerning the Contract Documents or the Work made prior to execution of the Contract which are not in the form of Bid Addenda duly issued by the District. The submission of a Bid Proposal shall be deemed prima facie evidence of the Bidder's full compliance with the requirements of this section.

**[END OF SECTION]**



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### ALLOWANCES

#### 1) Part 1- General

##### A. SECTION INCLUDES

- i. Allowances which the Contractor shall provide for designated construction activities in the Work and in this bid.

##### B. RELATED DOCUMENTS

- i. The Conditions of the Contract and other section of Division 1 apply to this section as fully as if repeated herein.

##### C. DESCRIPTION OF REQUIREMENTS

- i. Definitions and Explanations: Certain requirements of the construction related to each allowance are indicated and specified. The allowance has been established by the Owner and represents selection by the Owner of selected designated portions of the work specified and shown.
- ii. Types of allowance scheduled herein for the Work include lump sum cash allowances. Include all allowances in Contract sum, and identify all allowances in Schedule of Values as separate line items
- iii. Selection and Purchase: At earliest feasible date after award of contract, advise the Construction Manager of scheduled date when final selection and purchase of each product or system described by each allowance must be accomplished in order to avoid delays in performance of the Work.
  - a. Establish date by which General Contractor must enter into contract and coordinate with sub-contractor responsible for work defined by allowance.
  - b. Establish date by which final list of products must be established for purchase of products and systems as specifically selected by the District.

##### D. Definitions and description of requirements

- i. Cash Allowance Criteria
  - a. The Allowance is used only as directed by the Construction Manager.
  - b. The Allowance is used exclusively for the Owner's purposes and for the defined scope of work.

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c. The contractor will prepare detailed breakdown of all costs associated with the work defined for the allowance. These amounts will be charged against the Allowance by Change Order, based on final detailed payment receipts and back-up as required by Construction Manager, and will include all direct costs of work performed under the defined work scope.

- Contractor shall obtain quotes for equipment from three separate vendors and present to District for consideration and selection.

d. Contractor shall include in the base bid contract amount all cost of coordination, supervision, bond costs, overhead and profit, supervision, installation and all indirect project costs associated with the work defined. Where allowance amount is not exceeded, no general contractor costs will be permitted to be charged against the allowance amounts specified below.

- At project closeout, unused Cash Allowance amounts shall be credited to the Owner by Change Order.
- Changes that exceed the amount of each allowance will be processed as a Change Order per Contract Documents.

### 2) Part 2 - Products

Not Used

### 3) Part 3 – Execution

A. Schedule of Cash Allowances

**THIS PROJECT HAS AN OWNER'S ALLOWANCE OF \$25,000.00**

B. Schedule of Quantity Allowances

Quantity Allowance - None

**[END OF SECTION]**

# **RCSD PROJECT FORMS**

**Please Note: The pages shown in this Boiler Plate are to be used exclusively for this project:**

**Guarantee  
Request for Change Order  
Contractor's Request for Inspection  
Unconditional Waiver Release Upon Progress Payment  
Conditional Waiver Release Upon Progress Payment  
Additional Work Request  
Post-Bid Interview  
DVBE Participation Certification  
Determination of Limited Contact By Contractor Employees  
Request for Information**

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**GUARANTEE**

Guarantee for\_\_\_\_\_. We hereby guarantee that the \_\_\_\_\_, which we have installed in

\_\_\_\_\_, has been done in accordance with the Project Documents and that the work as installed will fulfill the requirements included in the Project Documents. The undersigned agrees to repair or replace any or all of such work, together with any other adjacent work which may be displaced in connection with such repair or replacement, that may prove to be defective in workmanship or material within a period of **one (1) year** from the date of completion of the Project, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of the undersigned's or undersigned surety's failure to commence and pursue with diligence said repairs or replacements within **ten (10)** calendar days after being notified in writing by the DISTRICT, the undersigned authorizes the DISTRICT to proceed to have said defects repaired or replaced and made good at the expense of the undersigned and surety who hereby agree to pay the costs and charges therefore immediately upon demand.

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Name of Subcontractor  
(if work was performed by sub)

By:

By:

\_\_\_\_\_  
Signature of Contractor

\_\_\_\_\_  
Signature of Subcontractor

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Representatives to be contacted for service:

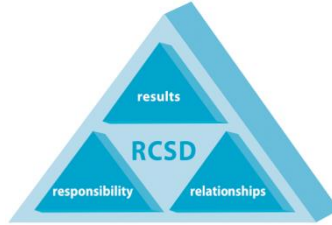
Name: \_\_\_\_\_

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

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

**Contractor shall provide copy of this Guarantee to Contractor's surety.**

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**Los Robles-Ronald McNair Academy**  
**Bid# 2018-40156**  
**PROPOSED CHANGE ORDER – PCO # \_\_\_\_\_**

**TO:** \_\_\_\_\_ **DATE ISSUED:** \_\_\_\_\_

**FROM:** \_\_\_\_\_ **PRICING DUE BY:** \_\_\_\_\_

**REFERENCE RFQ # \_\_\_\_\_ CONSTRUCTION CHANGE DIRECTIVE**  
**# \_\_\_\_\_ RFI \_\_\_\_\_**

**AMOUNT \$ \_\_\_\_\_**

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**Please submit an itemized quotation for change in the contract sum and time incidental to the proposed modifications to the Contract Documents as described herein. Cost breakdown format shall be as specified including all back up documentation.**

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RAVENSWOOD CITY SCHOOL DISTRICT

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**THIS IS NOT A CHANGE ORDER. THIS IS A DIRECTIVE TO PROCEED WITH THE WORK HEREIN DESCRIBED WHEN SIGNED BELOW.**

REQUESTED BY:

A. ☐ Architect  
] Owner

B. ☐ DSA Inspector

C. ☐ Contractor

D. ☐

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COST IMPACT:

A. ☐ NONE

B. ☐ DEDUCT: \$ \_\_\_\_\_

C. ☐ ADD: \$

TIME IMPACT:

A. ☐ NONE

B. ☐ DEDUCT \_\_\_\_\_ DAYS

C. ☐ ADD: \_\_\_\_\_ DAYS

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**APPROVAL OF THE PCO BY ALL PARTIES LISTED BELOW SERVES, AS A NOTICE TO PROCEED AND PCO WILL BE FOLLOWED BY A FORMAL CHANGE ORDER.**

Contractor:

BY: \_\_\_\_\_

\_\_\_\_\_

Architect:

BY: \_\_\_\_\_

\_\_\_\_\_

District:

BY: \_\_\_\_\_

\_\_\_\_\_

Construction Manager:

BY: \_\_\_\_\_

\_\_\_\_\_

RAVENSWOOD CITY SCHOOL DISTRICT

INSPECTION REQUEST#: \_\_\_\_\_

DATE:	CONTRACTOR:
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SUB-CONTRACTOR/ TRADE: (if any)
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DESCRIPTION OF REQUIRED INSPECTION:

INSPECTION LOCATION:	DATE REQUIRED:
	TIME REQUIRED:
PHONE:	

REQUESTED BY:	DATE:
TITLE:	SPECIAL INSTRUCTIONS:
SIGNATURE:	BATCH PLANT INSP. REQ'D: YES NO

INSPECTOR'S COMMENTS:	
DATE:	SIGNATURE:

**SUBMIT TO TELACU Construction Management, 2 WORKING DAYS PRIOR TO DATE & TIME REQUIRED.**

DATE & TIME RECEIVED BY TELACU:
TELACU PROJECT MANAGER:

RAVENSWOOD CITY SCHOOL DISTRICT

UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

Civil Code Section 8134

The undersigned has been paid in and has received a progress payment in the sum of

\$ \_\_\_\_\_

(Amount of Check Written & Numeric)

for labor, services, equipment, or material furnished to Ravenswood City School District on the job of \_\_\_\_\_ located at \_\_\_\_\_ and does hereby release any mechanics lien, stop notice, or bond right that the undersigned has on the above referenced job to the following extent. This release covers a progress payment for labor, services, equipment, or material furnish to **Ravenswood City School District** through

\_\_\_\_\_  
(Date/End of Month)

only and does not cover any retention retained before or after the release date; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contract rights including rights between parties to the contract based upon a rescission, abandonment, or breach of the contract, of the right of the undersigned to recover compensation for furnished labor, services equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress payment.

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

\_\_\_\_\_  
(Company Name)

By: \_\_\_\_\_

(Signature)

\_\_\_\_\_  
(Print Name & Title)

NOTICE: **THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.**



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NOTE: This form of release complies with the requirements of Civil Code Section 8134. It is to be used to release claims to the extent that a progress payment has actually been received by the releasing party.

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CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

Upon receipt by the undersigned of a check from \_\_\_\_\_ in the sum of \$ \_\_\_\_\_ (Amount of Check) payable to \_\_\_\_\_ (Payee(s) of Check) and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice or bond right the undersigned has on the job of \_\_\_\_\_ (Owner) located at \_\_\_\_\_ (Job Description) to the following extent. This Release covers a progress payment for Labor, services, equipment or material furnished to \_\_\_\_\_ through \_\_\_\_\_ (Date) only and does not cover any retentions Retained before or after the release date, extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between parties to the contract based on a rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment or material was not compensated by the progress payment. Before any recipient of this document relies on it, said party should verify evidence of payment to the undersigned.

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Company Name

By \_\_\_\_\_  
Name & Title

RAVENSWOOD CITY SCHOOL DISTRICT



**Additional Work Request #**

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

Attention:

Project:

Owner:

Requested By: \_\_\_\_\_

Description of, and Reason for the Work Requested: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Source RFI/BULLETIN (if appl.): \_\_\_\_\_

\_\_\_\_\_

Directive:

- ☐ Do not proceed with the work. Submit cost proposal for review first.
- ☐ Proceed with the work on the basis of the previously prepared cost proposal.  
Amount approved \$ \_\_\_\_\_
- ☐ Proceed with the work on a documented T&M basis, per Gen. Condition's req.
- ☐ Proceed with the work. A lump sum will be negotiated at a later date.

## RAVENSWOOD CITY SCHOOL DISTRICT

### POST BID INTERVIEW

#### 1.01 SUMMARY

**This Section requires each apparent low bidder to attend and participate in a POST BID INTERVIEW with the CONSTRUCTION MANAGER, prior to award of any contract by the DISTRICT. The POST BID INTERVIEW will be scheduled by the CONSTRUCTION MANAGER within three (3) calendar days after the date of bid. The Conditions of the Contract and all other Sections of the Contract apply to this Section as fully as if repeated herein.**

#### 1.02 REQUIRED ATTENDANCE

- A. A duly authorized representative of the apparent low bidder is required to attend the POST BID INTERVIEW, in person.
- B. The apparent low bidder's authorized representative must have signatory authority on behalf of the apparent low bidder.
- C. Failure to attend the POST BID INTERVIEW may be considered just cause for the District to reject the Bid.
- D. Representative should bring with Him/Her:
  - 1. Work performed time lines, that should correspond with Work plan and Milestone Schedule
  - 2. List of Subcontractors
  - 3. Work to be performed with in all required time frames.

#### 1.03 POST BID INTERVIEW PROCEDURE

- A. The CONSTRUCTION MANAGER will review the Bidder's Proposal with the attendees.
- B. The CONSTRUCTION MANAGER will review the Contract Documents with the attendees, including but not limited to:
  - 1. Insurance
  - 2. Bonding
  - 3. Addenda
  - 4. Pre-Bid Clarifications
  - 5. Scope of Work (Section 01010)
  - 6. Bid Alternates and Voluntary Alternates

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7. Value Engineering
8. The Contract Plans
9. The Contract Specifications
10. The Master Schedule
11. Critical Materials
12. General Contract Schedule Requirements
13. Prevailing Wage Requirements
14. Critical Dates Requirement for Other Bid Packages
15. Liquidated Damages
16. Required Documentation for Contract Administration
17. Contract Coordination Requirements

### **1.04 POST BID INTERVIEW DOCUMENTATION**

The CONSTRUCTION MANAGER will document the POST BID INTERVIEW on the form attached to this Section. Both the Apparent Low Bidder and the CONSTRUCTION MANAGER are required to sign the POST BID INTERVIEW Documentation. Signatures will be witnessed at the time of signing. The POST BID INTERVIEW Documentation is a Contract Document, and all items recorded in the POST BID INTERVIEW Documentation are part of the Contract and shall be enforced accordingly. POST BID INTERVIEWS will be conducted at the CONSTRUCTION MANAGER job-site trailer as:

**SEE QUESTIONNAIRE STARTING**

**ON NEXT PAGE**

Initials:

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Construction Manager

RAVENSWOOD CITY SCHOOL DISTRICT

**POST BID INTERVIEW**

**CONSTRUCTION MANAGER:**

Norine Bruno  
TELACU Construction Management  
2120 Euclid Avenue.  
East Palo Alto, CA. 94303  
PHONE (714) 474-4072 FAX (650)325-3015

BIDDER: \_\_\_\_\_

DATE: \_\_\_\_\_ TIME: \_\_\_\_\_ PHONE # \_\_\_\_\_

**I. INTRODUCTIONS: (SIGN IN BELOW)**

A.	Present _____	_____
	CONTRACTOR	CONTRACTOR
	_____	_____
	CONTRACTOR	CONTRACTOR
	_____	_____
	CONSTRUCTION MANAGER	CONSTRUCTION MANAGER
	_____	_____
	CONSTRUCTION MANAGER	CONSTRUCTION MANAGER

**II. PROPOSED CONTRACT: \_\_\_\_\_**

**III. BID PROPOSAL:**

A.	Contractor acknowledgment of a complete and accurate Bid as per the Plans and Specifications.	Yes	No
B.	Contractor submission of a fair and equitable Bid.	Yes	No
C.	Contractor confirmed that bid has no clerical errors, the Bid is accurate, and Contractor is confident in accuracy.	Yes	No

**IV. CONTRACTUAL REQUIREMENTS:**

A.	Do you understand you are a Prime Contractor?	Yes	No
B.	Can you meet all specified insurance requirements?	Yes	No

Initials: \_\_\_\_\_  
Contractor Construction Manager

RAVENSWOOD CITY SCHOOL DISTRICT

**POST BID INTERVIEW**

**IV. CONTRACTUAL REQUIREMENTS (continued)**

- C. You are required to obtain a Performance, Labor and Material Bond for 100% of the Contract price.
- |    |   |     |    |
|----|---|-----|----|
| 1. | Is this acceptable and will you provide required Bonds? | Yes | No |
| 3. | Is the cost of the Bond in your Bid?                    | Yes | No |
| 4. | Is your insurance company a California admitted Co.?    | Yes | No |
- D. Acknowledge Receipt of Pre-Bid Clarification Questions? Yes No
- E. Are any costs for Addenda items included in your proposal (if applicable)? Yes No

**V. SCOPE OF WORK:**

- A. You have a complete understanding of your Scope of Work under the proposed Agreement? Yes No
- B. You have re-reviewed the Contract Documents and they are clear and understanding? Yes No
- C. Are there any items that require clarification? Yes No

If yes, please identify item.

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

Initials:

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Construction Manager

RAVENSWOOD CITY SCHOOL DISTRICT

POST BID INTERVIEW

**V. SCOPE OF WORK (continued)**

- |     |   |     |    |
|-----|---|-----|----|
| D.  | Are the costs, as applicable, included in your proposal items?                      | Yes | No |
| E.  | Review bid alternatives (if applicable). NONE                                       | Yes | No |
| F.  | Are the Plans and Specifications clear and understandable to your satisfaction?     | Yes | No |
| G.  | Any problems submitting Certified Payroll monthly with Pay App?                     | Yes | No |
| H.  | Have you included the costs for all requirements of any applicable PLA in your Bid? | Yes | No |
| I.  | Will you fully comply with any applicable PLA?                                      |     |    |
| Yes | No  |     |    |

**VI. VALUE ENGINEERING: (describe for District Consideration)**

- |    |       |                     |
|----|-------|---------------------|
| 1. | _____ | <u>Add / Deduct</u> |
|    | _____ |                     |
| 2. | _____ | <u>Add / Deduct</u> |
|    | _____ |                     |
| 3. | _____ | <u>Add / Deduct</u> |
|    | _____ |                     |
| 4. | _____ | <u>Add / Deduct</u> |
|    | _____ |                     |

**AFFECTED TOTAL \$**\_\_\_\_\_

Initials:	_____	_____
	Contractor	Construction Manager



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**VII. SCHEDULE:**

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

1. Will you provide a detailed preliminary construction schedule to the Construction Manager two days after signing Agreement per the Contract? Yes No

2. It is understood the Project schedule is critical. Can you accelerate any and all schedule activities if the requirement occurs? Yes No

If not, what must change and why? \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

B. Identify critical materials, deliveries, dependencies, and lead times including Owner furnished items that could affect the completion of your work.

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

C. You have reviewed the General Conditions and you understand your work must be completed in accordance with the **APPROVED CONSTRUCTION SCHEDULE** and as shown in the Bid Schedule in the Bid Book. You further understand the District **MAY** assess liquidated damages if you fail to meet the Schedule requirements. You further understand delays by you may cause other contractors to be delayed, and that you **WILL** accelerate your work upon written direction by the Construction Manager.

Initials: \_\_\_\_\_  
Contractor

\_\_\_\_\_  
Construction Manager

RAVENSWOOD CITY SCHOOL DISTRICT

**POST BID INTERVIEW**

**CRITICAL MILESTONE DATES**

Notice to Proceed:	Friday, February 15, 2019
All Submittals received by Construction Manager:	10 days from Notice to Proceed
Provide Preliminary Schedule:	3 days from signing Agreement
Mobilize:	Monday, February 18, 2019
Construction Completed including Final Cleanup, Punchlist, and Closeout:	August 15, 2019

You agree that failure to meet the completion date is just cause for the DISTRICT to assess and retain Liquidated Damages in accordance with the Contract Documents.

**VIII. CONTRACTOR COMMENTS / SUGGESTIONS:**

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

**IX. CONTRACTOR**

**NOTE: You agree the information contained herein is part of your contractual obligations. Your signature acknowledges your agreement to perform all work discussed herein, and that costs for all work are included in your proposal.**

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

Initials:

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Construction Manager

**RAVENSWOOD CITY SCHOOL DISTRICT**

**POST BID INTERVIEW**

**X. COMPANY NAME**

\_\_\_\_\_

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

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

**XI. CONSTRUCTION MANAGER**

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

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

**XII. WITNESS**

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

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

**[END OF SECTION]**

RAVENSWOOD CITY SCHOOL DISTRICT

**DOCUMENT 00 45 55**  
(FORMERLY DOCUMENT 00912)

**DISABLED VETERAN BUSINESS ENTERPRISE**  
**PARTICIPATION CERTIFICATION**

PROJECT/CONTRACT NO.: \_\_\_\_\_ between \_\_\_\_\_  
School District (the "District") and \_\_\_\_\_ (the  
"Contractor" or the "Bidder") (the "Contract" or the "Project").

Section 17076.11 of the Education Code requires school districts using 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.

2. **Disabled Veteran Business Enterprise.** A DVBE is a business enterprise certified by the California Office of Small Business as a DVBE.
3. **DVBE Participation Policy.** The District is committed to achieving this DVBE participation goal. The District encourages Contractor to ensure maximum opportunities for the participation of DVBEs in the Work of the Contract.
4. **DVBE Participation Goal.** The three percent (3%) participation goal is not a quota, set-aside or rigid proportion.
5. **Certification of Participation.** At the time of execution of the Contract, the Contractor will provide a statement to the District of anticipated participation of DVBEs in the contract.
6. **Submission of Report.** During performance of the Contract, Contractor shall monitor the Work of the Contract, award of subcontracts and contracts for materials, equipment and supplies for the purpose of determining DVBE participation in the Work of the Contract.
  - a. Contractor shall report on a monthly basis all DVBEs utilized in the performance of the Work, the type or classification of the Work performed by each DVBE, and the dollar value of the Work performed by each DVBE.
  - b. Upon completion of the Work of the Contract, Contractor shall submit a report to the District in the form attached hereto identifying all DVBEs utilized in the performance of the Work, the type or classification of the Work performed by each DVBE, and the dollar value of the Work performed by each DVBE.
    - i. The submission to the District of this report is a condition precedent to the District's obligation to make payment of the Final Payment under the Contract Documents. The

**RAVENSWOOD CITY SCHOOL DISTRICT**

submission of this report shall be in addition to, and not in lieu of, any other conditions precedent set forth in the Contract Documents for the District's obligation to make payment of the Final Payment.

- ii. The District reserves the right to request additional information or documentation from the Contractor evidencing efforts to comply with the three percent (3%) DVBE participation goal.

RAVENSWOOD CITY SCHOOL DISTRICT

DVBE PARTICIPATION REPORT

Contractor Name: \_\_\_\_\_ Date: \_\_\_\_\_

Project Name: \_\_\_\_\_ Project Number: \_\_\_\_\_

DVBE Firm Name	Trade / Portion of Work	Subcontract/ Contract Value
Add more sheets as needed to include all information for each DVBE		

Does the cumulative dollar value of these DVBE contracts meet or exceed the participation goal of three percent (3%) of the final Contract Price, as adjusted by all change orders?

YES \_\_\_\_\_ NO \_\_\_\_\_

If your response is "NO", please attach to this report a detailed description of the reasons for your firm did not achieve the participation goal of three percent (3%) of the final Contract Price..

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

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

Proper Name of Bidder: \_\_\_\_\_

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

Print Name and Title: \_\_\_\_\_

**RAVENSWOOD CITY SCHOOL DISTRICT**

**DETERMINATION OF CONTACT  
BY EMPLOYEES OF CONTRACTOR**

Pursuant to Education Code section 45125.1, it is necessary to determine whether the employees of each contractor and subcontractor will have contact with students of the DISTRICT. Section 42125.1 and 45125.2 includes factors such as the length of time the contractor will be on school grounds, whether the students will be in close proximity on the school site where the contractors will be working and whether the contractors will be working by themselves or with others. In addition, the DISTRICT should include the factors of frequency of contact with students, likelihood of contact with students, supervision by school employees and the physical characteristics of the school site.

With respect to \_\_\_\_\_, the following findings are made:  
Name of Contractor

1. Length of time – The contractor's employees will be at the school site for approximately \_\_\_\_\_(amount of time).
2. Proximity to students – The contractor's employees will be working approximately \_\_\_\_\_ (distance from students, i.e., number of feet, yards).
3. Working by themselves or others – The employees of the contractor will be working with \_\_\_\_\_ (number) other employees.
4. Frequency of contact with students – Based on the nature of the contract, the employees of the contractor will be in contact with students of the District approximately \_\_\_\_\_(Number of times per day, week or month)
5. Likelihood of contact with students – Due to the nature of the contract, employees of the contractor will \_\_\_\_\_ (e.g., very likely, not likely) have contact with students.
6. Supervision –

\_\_\_\_\_ Due to the nature of the contract, employees of the contractor will be supervised by school employees; provide names of employee(s):

\_\_\_\_\_ Due to the nature of the contract, employees of the contractor will be supervised by one of contractor's employees that meets the requirements of section 45125.2; provide name of employee(s):

\_\_\_\_\_ Due to the nature of the contract, employees of the contract will not be supervised by school employees.

**RAVENSWOOD CITY SCHOOL DISTRICT**

7. Physical characteristics of the school site – Due to the physical characteristics of the school site, the nature of the contract and the location of work:

\_\_\_\_\_ There will be more than limited contact and a fingerprint check will be necessary.

\_\_\_\_\_ There will only be limited contact and a fingerprint check is not necessary. If checked, describe protective measures, such as fencing, to limit contact:

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Type name and title