#### **DOCUMENT 00 11 16**

#### **NOTICE TO BIDDERS**

1. Notice is hereby given that the governing board ("Board") of the Corning Union High School District ("District") will receive sealed bids for the following project, Bid No. 02-08-2018, Bid Package 1 ("Project" or "Contract"):

#### NORTH GYM ROOF PROJECT

2. The Project consists of:

Re-roofing the North Gym at Corning Union High School, located at 643 Blackburn Ave., Corning, CA 96021. Removing 100% of existing single-ply roofing system, and removing 50% of the 4" rigid roof insulation board and 5/8" recovery board. Installation of a 60 mil PVC white single-ply roof system. 20-year No-Dollar Limit (NDL) warranty. 2-year workmanship guarantee.

3. To bid on this Project, the Bidder is required to possess one or more of the following State of California contractors' license(s):

B, and/or C-\_\_\_

The Bidder's license(s) must remain active and in good standing throughout the term of the Contract.

- 4. To bid on this Project, the Bidder is required to be registered as a public works contractor with the Department of Industrial Relations pursuant to the Labor Code. The Bidder's registration must remain active throughout the term of the Contract.5. Contract Documents will be available on or after February 15, 2018, for review at the District Facilities Office. Sealed bids will be received until 2:00\_p.m., March 7, 2018, at the District Office, 643 Blackburn Avenue, Corning, California 96021, at or after which time the bids will be opened and publicly read aloud. Any bid that is submitted after this time shall be nonresponsive and returned to the bidder. Any claim by a bidder of error in its bid must be made in compliance with section 5100 et seq. of the Public Contract Code.
- 7. All bids shall be on the form provided by the District. Each bid must conform and be responsive to all pertinent Contract Documents, including, but not limited to, the Instructions to Bidders.
- A bid bond by an admitted surety insurer on the form provided by the District, cash, or a cashier's check or a certified check, drawn to the order of the Corning Union High School District, in the amount of ten percent (10%) of the total bid price, shall accompany the Bid Form and Proposal, as a guarantee that the Bidder will, within seven (7) calendar days after the date of the Notice of Award, enter into a contract with the District for the performance of the services as stipulated in the bid.
- 9. A mandatory pre-bid conference and site visit will be held on March 1, 2018, 2018, at 3:30 p.m. at Corning High School, California. All participants are required to sign in at Job Walk at the Corning High Administration Office Building, Corning, California

- 10. The site visit is expected to take approximately 30 minutes. Failure to attend or tardiness will render bid ineligible.
- 11. The successful Bidder shall be required to furnish a 100% Performance Bond and a 100% Payment Bond if it is awarded the Contract for the Work.
- 12. The successful Bidder may substitute securities for any monies withheld by the District to ensure performance under the Contract, in accordance with the provisions of section 22300 of the Public Contract Code.
- 13. The Contractor and all Subcontractors under the Contractor shall pay all workers on all Work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to section 1770 et seq. of the California Labor Code. Prevailing wage rates are also available from the District or on the Internet at: <a href="http://www.dir.ca.gov">http://www.dir.ca.gov</a>.
- 14. This Project is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations pursuant to Labor Code section 1771.4 and subject to the requirements of Title 8 of the California Code of Regulations. The Contractor and all Subcontractors under the Contractor shall furnish electronic certified payroll records directly to the Labor Commissioner weekly and within ten (10) days of any request by the District or the Labor Commissioner. The successful Bidder shall comply with all requirements of Division 2, Part 7, Chapter 1, Articles 1-5 of the Labor Code.
- 15. The District shall award the Contract, if it awards it at all, to the lowest responsive responsible bidder based on:
  - A. The base bid amount only.
- 16. The Board reserves the right to reject any and all bids and/or waive any irregularity in any bid received. If the District awards the Contract, the security of unsuccessful bidder(s) shall be returned within sixty (60) days from the time the award is made. Unless otherwise required by law, no bidder may withdraw its bid for ninety (90) days after the date of the bid opening.

# **DOCUMENT 00 41 13**

# **BID FORM AND PROPOSAL**

To:	Governing Board of the Corning Union High School District ("District" or "Owner")	
From:	(Proper Name of Bidder)	
agrees and fu	ndersigned declares that Bidder has read and understands the Contract Documents, ng, without limitation, the Notice to Bidders and the Instructions to Bidders, and and proposes to furnish all necessary labor, materials, and equipment to perform rnish all work in accordance with the terms and conditions of the Contract nents, including, without limitation, the Drawings and Specifications of Bid No  PROJECT: NORTH GYM ROOF PROJECT	
("Proje lump s	ect" or "Contract") and will accept in full payment for that Work the following total um amount, all taxes included:	
BASE	BID	
Biddei Allowa	r acknowledges and agrees that the Base Bid accounts for any and all ance(s) and Total Cost for Unit Prices.	
	_[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]	

CORNING UNION HIGH SCHOOL DISTRICT NORTH GYM ROOF PROJECT

#### SCOPE OF WORK

Corning Union High School District North Gym

Blackburn Avenue Corning, CA 96021

Bids to Include:

Install Single Ply Mechanically attached 60 Mil PVC White Single Ply roof system

Flash all penetrations per manufacturers recommendations

Remove and set aside existing cap metal for Re-use

Remove 1 layer existing single ply roofing material

Remove and replace 50% existing 4" rigid insulation board and 5/8" recovery board

Clean up and haul away all related

Probe all laps to ensure proper adhesion

Install cut edge sealant on all non factory edges

Install Walk Pad Membrane at the service side of all HVAC Units and roof hatch

Re-install existing reglet flashing

Re-install existing cap metal flashing

Final Clean up

2 year workmanship guarantee

20 year NDL manufacturers warranty material and labor

All work areas as shown plans and observation report and site observations at Mandatory Job walk.

# Additional Detail Regarding Calculation of Base Bid

1. <u>Unit Prices</u>. The Bidder's Base Bid includes the following unit prices, which the Bidder must provide and the District may, at its discretion, utilize in valuing additive and/or deductive change orders (Unit Prices shall include all labor, materials, services, profit, overhead, insurance, bonds, taxes, and all other incidental costs of Contractor, subcontractors, and suppliers):

# SCHEDULE OF UNIT PRICES

Item No.	Description	<u>Unit of</u> <u>Measure</u>	Estimated Quantity	<u>Unit Price</u>	Total Cost = Unit Price x Estimated Quantity (Included in Base Bid)
	Remove and replace 4" rigid roof insulation and 5/8" recovery board	<u>sf</u>	ar .	\$	\$
	Replace dryrot plywood  Based on 4'x8' sheets	<u>Sf</u>		\$	\$

Where scope of Work is decreased, all Work pertaining to the item, whether specifically stated or not, shall be omitted, and where scope of Work is increased, all work pertaining to that item required to render same ready for use on the Project in accordance with intentions of the Drawings and Specifications shall be included in the above agreed-upon price amount.

- 2. The undersigned has reviewed the Work outlined in the Contract Documents and fully understands the scope of Work required in this Proposal, understands the construction and project management function(s) is described in the Contract Documents, and that each Bidder who is awarded a contract shall be in fact a prime contractor, not a subcontractor, to the District, and agrees that its Proposal, if accepted by the District, will be the basis for the Bidder to enter into a contract with the District in accordance with the intent of the Contract Documents.
- 3. The undersigned has notified the District in writing of any discrepancies or omissions or of any doubt, questions, or ambiguities about the meaning of any of the Contract Documents, and has contacted the Construction Manager before bid date to verify the issuance of any clarifying Addenda.

- 4. The undersigned agrees to commence work under this Contract on the date established in the Contract Documents and to complete all work within the time specified in the Contract Documents.
- 5. The liquidated damages clause of the General Conditions and Agreement is hereby acknowledged.
- 6. It is understood that the District reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of ninety (90) days.
- 7. The following documents are attached hereto:
  - Bid Bond on the District's form or other security
  - Designated Subcontractors List
  - Site Visit Certification
  - Non-Collusion Declaration
- 8. Receipt and acceptance of the following Addenda is hereby acknowledged:

No, Dated	No, Dated
No, Dated	No, Dated
No, Dated	No, Dated

- 9. Bidder acknowledges that the license required for performance of the Work is a \_\_\_\_\_\_\_ license.
- 10. The undersigned hereby certifies that Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work.
- 11. Bidder specifically acknowledges and understands that if it is awarded the Contract, that it shall perform the Work of the Project while complying with all requirements of the Department of Industrial Relations.
- 12. The Bidder represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the Work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the Work that may create, during the Work, unusual or peculiar unsafe conditions hazardous to persons and property.
- 13. Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the Work with respect to such hazards.
- 14. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Gov. Code, § 12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.

15. The undersigned Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the Contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents and registered as a public works contractor with the Department of Industrial Relations. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.

Furthermore, Bidder hereby certifies to the District that all representations, certifications, and statements made by Bidder, as set forth in this bid form, are true and correct and are made under penalty of perjury.

Dated this	day of			20
Name of Bidder:				
Type of Organization:				
Signed by:				
Title of Signer:				
Address of Bidder:				
Taxpayer Identification No.				
Telephone Number:				
Fax Number:				
E-mail:				
Contractor's License No(s):				
	No.:	_ Class:	Expiration Date:	
		_ Class:		
Public Works Contractor Reg				

#### **DOCUMENT 00 21 13**

# **INSTRUCTIONS TO BIDDERS**

Bidders shall follow the instructions in this document, and shall submit all documents, forms, and information required for consideration of a bid.

Corning Union High School District ("District") will evaluate information submitted by the apparent low Bidder and, if incomplete or unsatisfactory to District, Bidder's bid may be rejected at the sole discretion of District.

1. Bids are requested for a general construction contract, or work described in general, for the following project ("Project" or "Contract"):

#### **NORTH GYM ROOF PROJECT**

- 2. A Bidder and its subcontractors must possess the appropriate State of California contractors' license and must maintain the license throughout the duration of the project. Bidders must also be registered as a public works contractor with the Department of Industrial Relations pursuant to the Labor Code. Bids submitted by a contractor who is not properly licensed or registered shall be deemed nonresponsive and will not be considered.
- 3. District will receive sealed bids from bidders as stipulated in the Notice to Bidders.
  - a. All bids must be sealed in an envelope, marked with the name and address of the Bidder, name of the Project, the Project Number and/or bid number, and time of bid opening.
  - b. Bids must be submitted to the District Office by date and time shown in the Notice to Bidders.
  - c. Bids must contain all documents as required herein.
- 4. Bidders are advised that on the date that bids are opened, telephones will not be available at the District Offices for use by bidders or their representatives.
- 5. Bids will be opened at or after the time indicated for receipt of bids.
- 6. Bidders must submit bids on the documents titled Bid Form and Proposal, and must submit all other required District forms. Bids not submitted on the District's required forms shall be deemed nonresponsive and shall not be considered. Additional sheets required to fully respond to requested information are permissible.
- 7. Bidders shall not modify the Bid Form and Proposal or qualify their bids. Bidders shall not submit to the District a re-formatted, re-typed, altered, modified, or otherwise recreated version of the Bid Form and Proposal or other District-provided document.
- 8. Bids shall be clearly written and without erasure or deletions. District reserves the right to reject any bid containing erasures, deletions, or illegible contents.

- 9. Bidders must supply all information required by each Bid Document. Bids must be full and complete. District reserves the right in its sole discretion to reject any bid as nonresponsive as a result of any error or omission in the bid. Bidders must complete and submit all of the following documents with the Bid Form and Proposal:
  - a. Bid Bond on the District's form, or other security.
  - b. Designated Subcontractors List.
  - c. Site Visit Certification, if a site visit was required.
  - d. Non-Collusion Declaration.
- 10. Bidders must submit with their bids cash, a cashier's check or a certified check payable to District, or a bid bond by an admitted surety insurer of not less than ten percent (10%) of amount of Base Bid, plus all additive alternates ("Bid Bond"). If Bidder chooses to provide a Bid Bond as security, Bidder must use the required form of corporate surety provided by District. The Surety on Bidder's Bid Bond must be an insurer admitted in the State of California and authorized to issue surety bonds in the State of California. Bids submitted without necessary bid security will be deemed nonresponsive and will not be considered.
- 11. If Bidder to whom the Contract is awarded fails or neglects to enter into the Contract and submit required bonds, insurance certificates, and all other required documents, within **SEVEN** (7) calendar days after the date of the Notice of Award, District may deposit Bid Bond, cash, cashier's check, or certified check for collection, and proceeds thereof may be retained by District as liquidated damages for failure of Bidder to enter into Contract, in the sole discretion of District. It is agreed that calculation of damages District may suffer as a result of Bidder's failure to enter into the Contract would be extremely difficult and impractical to determine and that the amount of the Bidder's required bid security shall be the agreed and conclusively presumed amount of damages.
- 12. Bidders must submit with the bid the Designated Subcontractors List for those subcontractors who will perform any portion of Work, including labor, rendering of service, or specially fabricating and installing a portion of the Work or improvement according to detailed drawings contained in the plans and specifications, in excess of one half of one percent (0.5%) of total bid. Failure to submit this list when required by law shall result in bid being deemed nonresponsive and the bid will not be considered.
- 13. All of the listed subcontractors are required to be registered as a public works contractor with the Department of Industrial Relations pursuant to the Labor Code.
  - An inadvertent error in listing the California contractor license number on the
     Designated Subcontractors List shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive if the correct contractor's license number is submitted to the District within 24 hours after the bid opening and the corrected number corresponds with the submitted name and location for that subcontractor.

- b. An inadvertent error listing an unregistered subcontractor shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive provided that any of the following apply:
  - (1) The subcontractor is registered prior to the bid opening.
  - (2) The subcontractor is registered and has paid the penalty registration fee within 24 hours after the bid opening.
  - (3) The subcontractor is replaced by another registered subcontractor pursuant to Public Contract Code section 4107.
- 14. If a mandatory pre-bid conference and site visit ("Site Visit") is required as referenced in the Notice to Bidders, then Bidders must submit the Site Visit Certification with their Bid. District will transmit to all prospective Bidders of record such Addenda as District in its discretion considers necessary in response to questions arising at the Site Visit. Oral statements shall not be relied upon and will not be binding or legally effective. Addenda issued by the District as a result of the Site Visit, if any, shall constitute the sole and exclusive record and statement of the results of the Site Visit.
- 15. Bidders shall submit the Non-Collusion Declaration with their bids. Bids submitted without the Non-Collusion Declaration shall be deemed nonresponsive and will not be considered.
- 16. The Contractor and all Subcontractors under the Contractor shall pay all workers on all work performed pursuant to the Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the Department of Industrial Relations, are available upon request at the District's principal office. Prevailing wage rates are also available on the internet at http://www.dir.ca.gov.
- 17. Submission of bid signifies careful examination of Contract Documents and complete understanding of the nature, extent, and location of Work to be performed. Bidders must complete the tasks listed below as a condition to bidding, and submission of a bid shall constitute the Bidder's express representation to District that Bidder has fully completed the following:
  - a. Bidder has visited the Site, if required, and has examined thoroughly and understood the nature and extent of the Contract Documents, Work, Site, locality, actual conditions, as-built conditions, and all local conditions and federal, state and local laws, and regulations that in any manner may affect cost, progress, performance, or furnishing of Work or that relate to any aspect of the means, methods, techniques, sequences, or procedures of construction to be employed by Bidder and safety precautions and programs incident thereto;

- b. Bidder has conducted or obtained and has understood all examinations, investigations, explorations, tests, reports, and studies that pertain to the subsurface conditions, as-built conditions, underground facilities, and all other physical conditions at or contiguous to the Site or otherwise that may affect the cost, progress, performance, or furnishing of Work, as Bidder considers necessary for the performance or furnishing of Work at the Contract Sum, within the Contract Time, and in accordance with the other terms and conditions of Contract Documents, including specifically the provisions of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies, or similar information or data are or will be required by Bidder for such purposes;
- c. Bidder has correlated its knowledge and the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents;
- d. Bidder has given the District prompt written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in or among the Contract Documents and the actual conditions, and the written resolution(s) thereof by the District is/are acceptable to Bidder;
- e. Bidder has made a complete disclosure in writing to the District of all facts bearing upon any possible interest, direct or indirect, that Bidder believes any representative of the District or other officer or employee of the District presently has or will have in this Contract or in the performance thereof or in any portion of the profits thereof;
- f. Bidder must, prior to bidding, perform the work, investigations, research, and analysis required by this document and that Bidder represented in its Bid Form and Proposal and the Agreement that it performed prior to bidding. Contractor under this Contract is charged with all information and knowledge that a reasonable bidder would ascertain from having performed this required work, investigation, research, and analysis. Bid prices must include entire cost of all work "incidental" to completion of the Work.
- g. Conditions Shown on the Contract Documents: Information as to underground conditions, as-built conditions, or other conditions or obstructions, indicated in the Contract Documents, e.g., on Drawings or in Specifications, has been obtained with reasonable care, and has been recorded in good faith. However, District only warrants, and Bidder may only rely, on the accuracy of limited types of information.
  - (1) As to above-ground conditions or as-built conditions shown or indicated in the Contract Documents, there is no warranty, express or implied, or any representation express or implied, that such information is correctly shown or indicated. This information is verifiable by independent investigation and Bidder is required to make such verification as a condition to bidding. In submitting its Bid, Bidder shall rely on the results of its own independent investigation. In submitting its Bid, Bidder shall not rely on District-supplied information regarding above-ground conditions or as-built conditions.

- As to any subsurface condition shown or indicated in the Contract Documents, Bidder may rely only upon the general accuracy of actual reported depths, actual reported character of materials, actual reported soil types, actual reported water conditions, or actual obstructions shown or indicated. District is not responsible for the completeness of such information for bidding or construction; nor is District responsible in any way for any conclusions or opinions that the Bidder has drawn from such information; nor is the District responsible for subsurface conditions that are not specifically shown (for example, District is not responsible for soil conditions in areas contiguous to areas where a subsurface condition is shown).
- h. Conditions Shown in Reports and Drawings Supplied for Informational Purposes: Reference is made to the document entitled Geotechnical Data, and the document entitled Existing Conditions, for identification of:
  - (1) Subsurface Conditions: Those reports of explorations and tests of subsurface conditions at or contiguous to the Site that have been utilized by Architect in preparing the Contract Documents; and
  - (2) Physical Conditions: Those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that has been utilized by Architect in preparing the Contract Documents.
  - (3) These reports and drawings are <u>not</u> Contract Documents and, except for any "technical" data regarding subsurface conditions specifically identified in Geotechnical Data and Existing Conditions, and underground facilities data, Bidder may not in any manner rely on the information in these reports and drawings. Subject to the foregoing, Bidder must make its own independent investigation of all conditions affecting the Work and must not rely on information provided by District.
- 18. Bids shall be based on products and systems specified in Contract Documents or listed by name in Addenda. 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." Bidder 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. The District is not responsible and/or liable in any way for a Contractor's damages and/or claims related, in any way, to that Contractor's basing its bid on any requested substitution that the District has not approved in advance and in writing. Contractors and materials suppliers who submit requests for substitutions prior to the award of the Contract must do so in writing and in compliance with Public Contract Code section 3400. All requests must comply with the following:
  - a. District must receive any notice of request for substitution of a specified item a minimum of <u>TEN</u> (10) calendar days prior to bid opening. The Successful Bidder will not be allowed to substitute specified items unless properly noticed.

- b. Within 35 days after the date of the Notice of Award, the Successful Bidder shall submit data substantiating the request(s) for all substitution(s) containing sufficient information to assess acceptability of product or system and impact on Project, including, without limitation, the requirements specified in the Special Conditions and the Specifications. Insufficient information shall be grounds for rejection of substitution.
- c. Approved substitutions, if any, shall be listed in Addenda. District reserves the right not to act upon submittals of substitutions until after bid opening.
- d. Substitutions may be requested after Contract has been awarded only if indicated in and in accordance with requirements specified in the Special Conditions and the Specifications.
- 19. Bidders may examine any available "as-built" drawings of previous work by giving District reasonable advance notice. District will not be responsible for accuracy of "as-built" drawings. The document entitled Existing Conditions applies to all supplied "as-built" drawings.
- 20. All questions about the meaning or intent of the Contract Documents are to be directed via email to the District to <a href="mailto:jcaylor@corninghs.org">jcaylor@corninghs.org</a> or <a href="mailto:blengtat@corninghs.org">blengtat@corninghs.org</a>. Interpretations or clarifications considered necessary by the District in response to such questions will be issued in writing by Addenda and emailed, faxed, mailed, or delivered to all parties recorded by the District as having received the Contract Documents. Questions received less than <a href="mailto:seven">SEVEN</a> (7) calendar days prior to the date for opening bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 21. Addenda may also be issued to modify other parts of the Contract Documents as deemed advisable by the District.
- 22. Each Bidder must acknowledge each Addendum in its Bid Form and Proposal by number or its Bid shall be considered non-responsive. Each Addendum shall be part of the Contract Documents. A complete listing of Addenda may be secured from the District.
- 23. This Contract may include alternates. Alternates are defined as alternate products, materials, equipment, systems, methods, or major elements of the construction that may, at the District's option and under terms established in the Contract and pursuant to section 20103.8 of the Public Contract Code, be selected for the Work.
- 24. The District shall award the Contract, if it awards it at all, to the lowest responsive responsible bidder based on the criteria as indicated in the Notice to Bidders. In the event two or more responsible bidders submit identical bids, the District shall select the Bidder to whom to award the Contract by lot.
- 25. Time for Completion: District may issue a Notice to Proceed within **SIXTY** (60) days from the date of the Notice of Award. Once Contractor has received the Notice to Proceed, Contractor shall complete the Work within the period of time indicated in the Contract Documents.

- a. In the event that the District desires to postpone issuing the Notice to Proceed beyond this 90-day period, it is expressly understood that with reasonable notice to the Contractor, the District may postpone issuing the Notice to Proceed.
- b. It is further expressly understood by Contractor that Contractor shall not be entitled to any claim of additional compensation as a result of the postponement of the issuance of the Notice to Proceed beyond a 90-day period. If the Contractor believes that a postponement of issuance of the Notice to Proceed will cause a hardship to the Contractor, the Contractor may terminate the Contract. Contractor's termination due to a postponement beyond this 90-day period shall be by written notice to District within **TEN** (10) calendar days after receipt by Contractor of District's notice of postponement.
- c. It is further understood by the Contractor that in the event that Contractor terminates the Contract as a result of postponement by the District, the District shall only be obligated to pay Contractor for the Work that Contractor had performed at the time of notification of postponement and which the District had in writing authorized Contractor to perform prior to issuing a Notice to Proceed.
- d. Should the Contractor terminate the Contract as a result of a notice of postponement, District shall have the authority to award the Contract to the next lowest responsive responsible bidder.
- The Bidder to whom Contract is awarded shall execute and submit the following documents by 5:00 p.m. of the **SEVENTH** (7th) calendar day following the date of the Notice of Award. Failure to properly and timely submit these documents entitles District to reject the bid as nonresponsive.
  - a. Agreement: To be executed by successful Bidder. Submit four (4) copies, each bearing an original signature.
  - b. Escrow of Bid Documentation: This must include all required documentation. See the document titled Escrow Bid Documentation for more information.
  - c. Performance Bond (100%): On the form provided in the Contract Documents and fully executed as indicated on the form.
  - d. Payment Bond (Contractor's Labor and Material Bond) (100%): On the form provided in the Contract Documents and fully executed as indicated on the form.
  - e. Insurance Certificates and Endorsements as required.
  - f. Workers' Compensation Certification.
  - g. Prevailing Wage and Related Labor Requirements Certification.
  - h. Disabled Veteran Business Enterprise Participation Certification.
  - i. Drug-Free Workplace Certification.

- j. Tobacco-Free Environment Certification.
- k. Hazardous Materials Certification.
- Lead-Based Materials Certification.
- m. Criminal Background Investigation/Fingerprinting Certification.
- n. Roofing Project Certification: from Contractor, Material Manufacturer and/or Vendor.
- o. Registered Subcontractors List: Must include Department of Industrial Relations (DIR) registration number of each subcontractor for all tiers.
- 27. Any bid protest by any Bidder regarding any other bid must be submitted in writing to the District, before 5:00 p.m. of the **THIRD** (3rd) business day following bid opening.
  - a. Only a Bidder who has actually submitted a bid, and who could be awarded the Contract if the bid protest is upheld, is eligible to submit a bid protest. Subcontractors are not eligible to submit bid protests. A Bidder may not rely on the bid protest submitted by another Bidder.
  - b. A bid protest must contain a complete statement of any and all bases for the protest and all supporting documentation. Materials submitted after the bid protest deadline will not be considered.
  - c. The protest must refer to the specific portions of all documents that form the basis for the protest.
    - (1) Without limitation to any other basis for protest, an inadvertent error in listing the California contractor's license number on the Designated Subcontractors List shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive if the correct contractor's license number is submitted to the District within 24 hours after the bid opening and the corrected number corresponds with the submitted name and location for that subcontractor.
    - (2) Without limitation to any other basis for protest, an inadvertent error listing an unregistered subcontractor shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive provided that any of the following apply:
      - (i) The subcontractor is registered prior to the bid opening.
      - (ii) The subcontractor is registered and has paid the penalty registration fee within 24 hours after the bid opening.
      - (iii) The subcontractor is replaced by another registered subcontractor pursuant to Public Contract Code section 4107.
  - d. The protest must include the name, address and telephone number of the person representing the protesting party.

- e. The party filing the protest must concurrently transmit a copy of the protest and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other bidders or proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
- f. The procedure and time limits set forth in this paragraph are mandatory and are each bidder's sole and exclusive remedy in the event of bid protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings.
- 28. District reserves the right to reject any or all bids, including without limitation the right to reject any or all nonconforming, nonresponsive, unbalanced, or conditional bids, to re-bid, and to reject the bid of any bidder if District believes that it would not be in the best interest of the District to make an award to that bidder, whether because the bid is not responsive or the bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by District. District also reserves the right to waive any inconsequential deviations or irregularities in any bid. For purposes of this paragraph, an "unbalanced bid" is one having nominal prices for some work items and/or enhanced prices for other work items.
- 29. Discrepancies between written words and figures, or words and numerals, will be resolved in favor of figures or numerals.
- 30. It is the policy of the District that no qualified person shall be excluded from participating in, be denied the benefits of, or otherwise be subjected to discrimination in any consideration leading to the award of contract, based on race, color, gender, sexual orientation, political affiliation, age, ancestry, religion, marital status, national origin, medical condition or disability. The Successful Bidder and its subcontractors shall comply with applicable federal and state laws, including, but not limited to the California Fair Employment and Housing Act, beginning with Government Code section 12900, and Labor Code section 1735.
- 31. Prior to the award of Contract, District reserves the right to consider the responsibility of the Bidder. District may conduct investigations as District deems necessary to assist in the evaluation of any bid and to establish the responsibility, including, without limitation, qualifications and financial ability of Bidders, proposed subcontractors, suppliers, and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to District's satisfaction within the prescribed time.

# **SITE VISIT CERTIFICATION**

# TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID IF SITE VISIT WAS MANDATORY

PROJECT: NORTH GYM ROOF PROJECT

Check option that applies	:			
I certify that I visited the Site of the proposed Work and became fully acquainted with the conditions relating to construction and labor. I fully understand the facilities, difficulties, and restrictions attending the execution of the Work under contract.				
I certify that (Bidder's representative) visited the Site of the proposed Work and became fully acquainted with the conditions relating to construction and labor. The Bidder's representative fully understood the facilities, difficulties, and restrictions attending the execution of the Work under contract.				
Bidder fully indemnifies the Corning Union High School District, its Architect, its Engineer, its Construction Manager, and all of their respective officers, agents, employees, and consultants from any damage, or omissions, related to conditions that could have been identified during my visit and/or the Bidder's representative's visit to the Site.				
I certify under penalty of is true and correct.	perjury under the laws of the State of California that the foregoing			
Date:				
Proper Name of Bidder:				
Signature:				
Print Name:				
Title:				

### **DOCUMENT 00 45 19**

# NON-COLLUSION DECLARATION (Public Contract Code Section 7106)

The undersigned declares	:	
I am the	_ of	, the party making the foregoing bid.
The bid is not made in the company, association, orgsham. The bidder has not a false or sham bid. The bor agreed with any bidder. The bidder has not in any communication, or conferbidder, or to fix any overhother bidder. All statement indirectly, submitted his or divulged information or association, organization,	e interest of ganization, of directly or bidder has not anyone manner, dience with a nead, profit, ats contained the relation bid deposit	f, or on behalf of, any undisclosed person, partnership, or corporation. The bid is genuine and not collusive or indirectly induced or solicited any other bidder to put in not directly or indirectly colluded, conspired, connived, else to put in a sham bid, or to refrain from bidding. Irectly or indirectly, sought by agreement, nyone to fix the bid price of the bidder or any other, or cost element of the bid price, or of that of any id in the bid are true. The bidder has not, directly or rice or any breakdown thereof, or the contents thereof, we thereto, to any corporation, partnership, company, ory, or to any member or agent thereof, to effectuate and, and will not pay, any person or entity for such
partnership, joint venture,	, limited lial sents that l	n on behalf of a bidder that is a corporation, bility company, limited liability partnership, or any ne or she has full power to execute, and does execute, er.
I declare under penalty of foregoing is true and corre	perjury une	der the laws of the State of California that the this declaration is executed on
at		[Date]
at [City]	/ [State	 ]
Date:		
Proper Name of Bidder:		
Signature:		
Print Name:		
Title:		
	E	END OF DOCUMENT

#### **DOCUMENT 00 52 13**

### **AGREEMENT**

THIS AGREEMENT IS MADE AND ENTERED INTO THIS _	DAY OF	
, 2018, by and between the Corning Union High	School District ("District") and	
	("Contractor")	
("Agreement").	,	

**WITNESSETH:** That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

**1. The Work**: Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, and material necessary to perform and complete in a good and workmanlike manner, the work of the following project:

#### NORTH GYM ROOF PROJECT

("Project" or "Contract" or "Work")

It is understood and agreed that the Work shall be performed and completed as required in the Contract Documents including, without limitation, the Drawings and Specifications and submission of all documents required to secure funding or by the Division of the State Architect for close-out of the Project, under the direction and supervision of, and subject to the approval of, the District or its authorized representative.

- 2. The Contract Documents: The complete Contract consists of all Contract Documents as defined in the General Conditions and incorporated herein by this reference. Any and all obligations of the District and Contractor are fully set forth and described in the Contract Documents. All Contract Documents are intended to cooperate so that any Work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all Contract Documents.
- the intent or meaning of Contract Documents: Should any question arise concerning the intent or meaning of Contract Documents, including the Drawings or Specifications, the question shall be submitted to the District for interpretation. If a conflict exists in the Contract Documents, valid, written modifications, beginning with the most recent, shall control over this Agreement (if any), which shall control over the Special Conditions, which shall control over any Supplemental Conditions, which shall control over the General Conditions, which shall control over the remaining Division 0 documents, which shall control over Division 1 Documents which shall control over Division 2 through Division 49 documents, which shall control over figured dimensions, which shall control over large-scale drawings, which shall control over small-scale drawings. In no case shall a document calling for lower quality and/or quantity material or workmanship control. The decision of the District in the matter shall be final.
- **4. Time for Completion**: It is hereby understood and agreed that the Work under this Contract shall be completed within <u>SIXTY</u> (60) consecutive calendar days ("Contract Time") from the date specified in the District's Notice to Proceed.

- Completion Extension of Time: Should the Contractor fail to complete this Contract, and the Work provided herein, within the time fixed for completion, due allowance being made for the contingencies provided for herein, the Contractor shall become liable to the District for all loss and damage that the District may suffer on account thereof. The Contractor shall coordinate its Work with the Work of all other contractors. The District shall not be liable for delays resulting from Contractor's failure to coordinate its Work with other contractors in a manner that will allow timely completion of Contractor's Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the Work of other contractors.
- 6. **Liquidated Damages**: Time is of the essence for all work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Contractor's delay; therefore, Contractor agrees that it shall pay to the District the sum of <u>five hundred</u> dollars (\$500.00) per day as liquidated damages for each and every day's delay beyond the time herein prescribed in finishing the Work.

It is hereby understood and agreed that this amount is not a penalty.

In the event that any portion of the liquidated damages is not paid to the District, the District may deduct that amount from any money due or that may become due the Contractor under this Agreement, and such deduction does not constitute a withholding or penalty. The District's right to assess liquidated damages is as indicated herein and in the General Conditions.

The time during which the Contract is delayed for cause, as hereinafter specified, may extend the time of completion for a reasonable time as the District may grant, provided that Contractor has complied with the claims procedure of the Contract Documents. This provision does not exclude the recovery of damages by either party under other provisions in the Contract Documents.

- not in any way or manner be answerable or suffer loss, damage, expense, or liability for any loss or damage that may happen to the Work, or any part thereof, or in or about the same during its construction and before acceptance, and the Contractor shall assume all liabilities of every kind or nature arising from the Work, either by accident, negligence, theft, vandalism, or any cause whatsoever; and shall hold the District and its agents and authorized representatives harmless from all liability of every kind and nature arising from accident, negligence, or any cause whatsoever.
- **8. Insurance and Bonds**: Prior to issuance of the Notice to Proceed by the District, Contractor shall provide all required certificates of insurance, insurance endorsements, and payment and performance bonds as evidence thereof.
- **9. Prosecution of Work**: If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this Contract, the District, may, pursuant to the General Conditions and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.

- 10. Authority of Architect, Project Inspector, and DSA: Contractor hereby acknowledges that the Architect(s), the Project Inspector(s), and the Division of the State Architect ("DSA") have authority to approve and/or suspend Work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws and regulations. The Contractor shall be liable for any delay caused by its non-compliant Work.
- **Assignment of Contract**: Neither the Contract, nor any part thereof, nor any 11. moneys due or to become due thereunder, may be assigned by the Contractor without the prior written approval of the District, nor without the written consent of the Surety on the Contractor's Performance Bond (the "Surety"), unless the Surety has waived in writing its right to notice of assignment.
- 12. Classification of Contractor's License: Contractor hereby acknowledges that it currently holds valid Type B Contractor's license(s) issued by the State of California, Contractors' State License Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.
- 13. Registration as Public Works Contractor: The Contractor and all Subcontractors currently are registered as public works contractors with the Department of Industrial Relations, State of California, in accordance with Labor Code section 1771.1.
- 14. Payment of Prevailing Wages: The Contractor and all Subcontractors shall pay all workers on all Work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code.
- 15. This Project is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations pursuant to Labor Code section 1771.4 and Title 8 of the California Code of Regulations. Contractor specifically acknowledges and understands that it shall perform the Work of this Agreement while complying with all the applicable provisions of Division 2, Part 7, Chapter 1, of the Labor Code, including, without limitation, the requirement that the Contractor and all of its Subcontractors shall timely submit complete and accurate electronic certified payroll records as required by the Contract Documents, or the District may not issue payment.
- 16. Contract Price: In consideration of the foregoing covenants, promises, and agreements on the part of the Contractor, and the strict and literal fulfillment of each and every covenant, promise, and agreement, and as compensation agreed upon for the Work and construction, erection, and completion as aforesaid, the District covenants, promises, and agrees that it will well and truly pay and cause to be paid to the Contractor in full, and as the full Contract Price and compensation for construction, erection, and completion of the Work hereinabove agreed to be performed by the Contractor, the following price:

	Dollars
UNION HIGH SCHOOL DISTRICT	AGREEMENT
M ROOF PROJECT	DOCUMENT 00 52 13-3

( <del></del>
in lawful money of the United States, which sum is to be paid according to the
schedule provided by the Contractor and accepted by the District and subject to
additions and deductions as provided in the Contract. This amount supersedes any
previously stated and/or agreed to amount(s).

- 17. No Representations: No representations have been made other than as set forth in writing in the Contract Documents, including this Agreement. Each of the Parties to this Agreement warrants that it has carefully read and understood the terms and conditions of this Agreement and all Contract Documents, and that it has not relied upon the representations or advice of any other Party or any attorney not its own.
- **18. Entire Agreement:** The Contract Documents, including this Agreement, set forth the entire agreement between the parties hereto and fully supersede any and all prior agreements, understandings, written or oral, between the parties hereto pertaining to the subject matter thereof.
- 19. Severability: If any term, covenant, condition, or provision in any of the Contract Documents is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions in the Contract Documents shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

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

CONTRACTOR	CORNING UNION HIGH SCHOOL DISTRICT	
By:	By:	
Title:	Title:	
NOTE: If the party executing this Contract is or of the resolution of the Board of Dir	a corporation, a certified copy of the by-laws,	

**END OF DOCUMENT** 

corporation to execute the Contract and the bonds required thereby must be

attached hereto.

(\$

#### **DOCUMENT 00 43 36**

# <u>DESIGNATED SUBCONTRACTORS LIST</u> (Public Contact Code Sections 4100-4114)

PROJECT: NORTH GYM ROOF PROJECT

Bidder acknowledges and agrees that it must clearly set forth below the name, location and California contractor 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 who will specially fabricate and install a portion of the Work according to detailed drawings contained in the plans and specifications in an amount in excess of one-half of one percent (0.5%) of Bidder's total Base Bid and the kind of Work that each will perform. Vendors or suppliers of materials only do not need to be listed.

Bidder acknowledges and agrees that, if Bidder fails to list as to any portion of Work, or if Bidder lists more than one subcontractor to perform the same portion of Work, Bidder must perform that portion itself or be subjected to penalty under applicable law. In case more than one subcontractor is named for the same kind of Work, state the portion of the kind of Work that each subcontractor will perform.

If alternate bid(s) is/are called for and Bidder intends to use subcontractors different from or in addition to those subcontractors listed for work under the Base Bid, Bidder must list subcontractors that will perform Work in an amount in excess of one half of one percent (0.5%) of Bidder's total Base Bid plus alternate(s).

If further space is required for the list of proposed subcontractors, attach additional copies of page 2 showing the required information, as indicated below.

Subcontractor Name: _	
	Location:
Portion of Work: _	
	Location:
	Location:

Subcontractor Name:	
CA Cont. Lic. #:	Location:
Portion of Work:	
Subcontractor Name: _	
CA Cont. Lic. #:	Location:
Portion of Work:	
Subcontractor Name: _	
CA Cont. Lic. #:	Location:
Portion of Work:	
Subcontractor Name: _	
CA Cont. Lic. #:	Location:
Portion of Work:	
Subcontractor Name: _	
CA Cont. Lic. #:	Location:
Portion of Work:	
Subcontractor Name: _	
CA Cont. Lic. #:	Location:
Portion of Work:	
Subcontractor Name: _	
CA Cont. Lic. #:	Location:
Portion of Work:	
Date:	
Proper Name of Bidder:	
Signature:	
Print Name:	
Title:	END OF DOCUMENT

#### DOCUMENT 00 61 13.13

# PERFORMANCE BOND (100% of Contract Price)

(Note: Contractor must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:		
WHEREAS, the governing board ("Board") of the Corning Union High School District, ("District") and("Principal") have entered into		
a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:		
NORTH GYM ROOF PROJECT		
("Project" or "Contract") which Contract dated		
WHEREAS, said Principal is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract.		
NOW, THEREFORE, the Principal and		
and firmly bound unto the Board of the District in the penal sum of		
Dollars (\$), lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents, to:		
- Promptly perform all the work required to complete the Project; and		
<ul> <li>Pay to the District all damages the District incurs as a result of the Principal's failure to perform all the Work required to complete the Project.</li> </ul>		
Or, at the District's sole discretion and election, the Surety shall obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by the District of the lowest responsible bidder, arrange for a contract between such bidder and the District and make available as Work progresses sufficient funds to pay the cost of completion less the "balance of the Contract Price," and to pay and perform all obligations of Principals under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of liquidated damages. The term "balance of the Contract Price," as used in this paragraph, shall		

The condition of the obligation is such that, if the above bound Principal, its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the Contract and any alteration

mean the total amount payable to Principal by the District under the Contract and any modifications thereto, less the amount previously paid by the District to the Principal, less any withholdings by the District allowed under the Contract. District shall not be required or obligated to accept a tender of

a completion contractor from the Surety for any or no reason.

thereof made as therein provided, on its part to be kept and performed at the time and in the intent and meaning, including all contractual guarantees and warrantees of materials and workmanship, and shall indemnify and save harmless the District, its trustees, officers and agents, as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and virtue.

Surety expressly agrees that the District may reject any contractor or subcontractor proposed by Surety to fulfill its obligations in the event of default by the Principal. Surety shall not utilize Principal in completing the Work nor shall Surety accept a Bid from Principal for completion of the Work if the District declares the Principal to be in default and notifies Surety of the District's objection to Principal's further participation in the completion of the Work.

As a condition precedent to the satisfactory completion of the Contract, the above obligation shall hold good for a period equal to the warranty and/or guarantee period of the Contract, during which time Surety's obligation shall continue if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the District from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the District's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond. The Surety also stipulates and agrees that it shall not be exonerated or released from the obligation of this bond by any overpayment or underpayment by the District that is based upon estimates approved by the Architect. The Surety does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work or to the specifications.

IN WITNESS WHEREOF, two (2) identical counterpurposes be deemed an original thereof, have be above named, on the day of		
Principal	Surety	
Ву	Ву	
	Name of California Agent of Surety	
	Address of California Agent of Surety	
	Telephone No. of California Agent of Surety	

Contractor must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.

#### **DOCUMENT 00 43 13**

#### **BID BOND**

(Note: If Bidder is providing a bid bond as its bid security, Bidder must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:	
That the undersigned,, as Principal ("Principal"),	
	a
Dollars (\$)	
lawful money of the United States of America, for the payment of which sum well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.	
THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted a	ì

NOW, THEREFORE, if the Principal is awarded the Contract and, within the time and manner required under the Contract Documents, after the prescribed forms are presented to Principal for signature, enters into a written contract, in the prescribed form in accordance with the bid, and files two bonds, one guaranteeing faithful performance and the other guaranteeing payment for labor and materials as required by law, and meets all other conditions to the Contract between the Principal and the Obligee becoming effective, or if the Principal shall fully reimburse and save harmless the Obligee from any damage sustained by the Obligee through failure of the Principal to enter into the written contract and to file the required performance and labor and material bonds, and to meet all other conditions to the Contract between the Principal and the Obligee becoming effective, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect. The full payment of the sum stated above shall be due immediately if Principal fails to execute the Contract within seven (7) days of the date of the District's Notice of Award to Principal.

following project: NORTH GYM ROOF PROJECT ("Project" or "Contract").

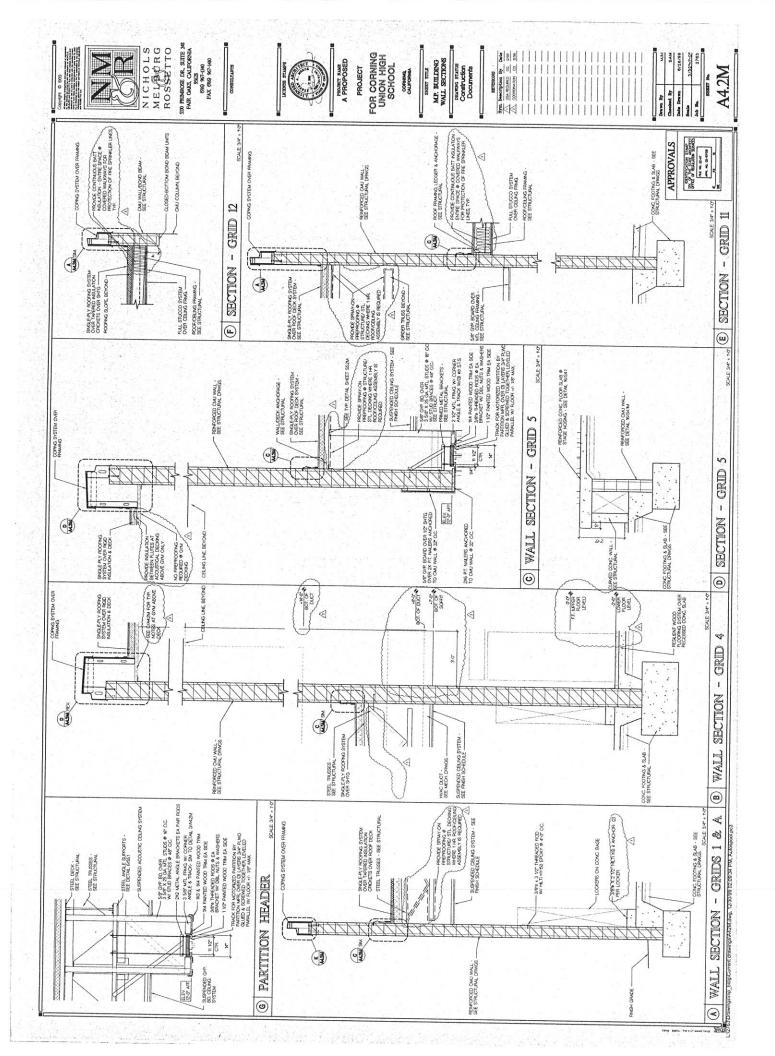
Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or the call for bids, or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or the call for bids, or to the work, or to the specifications.

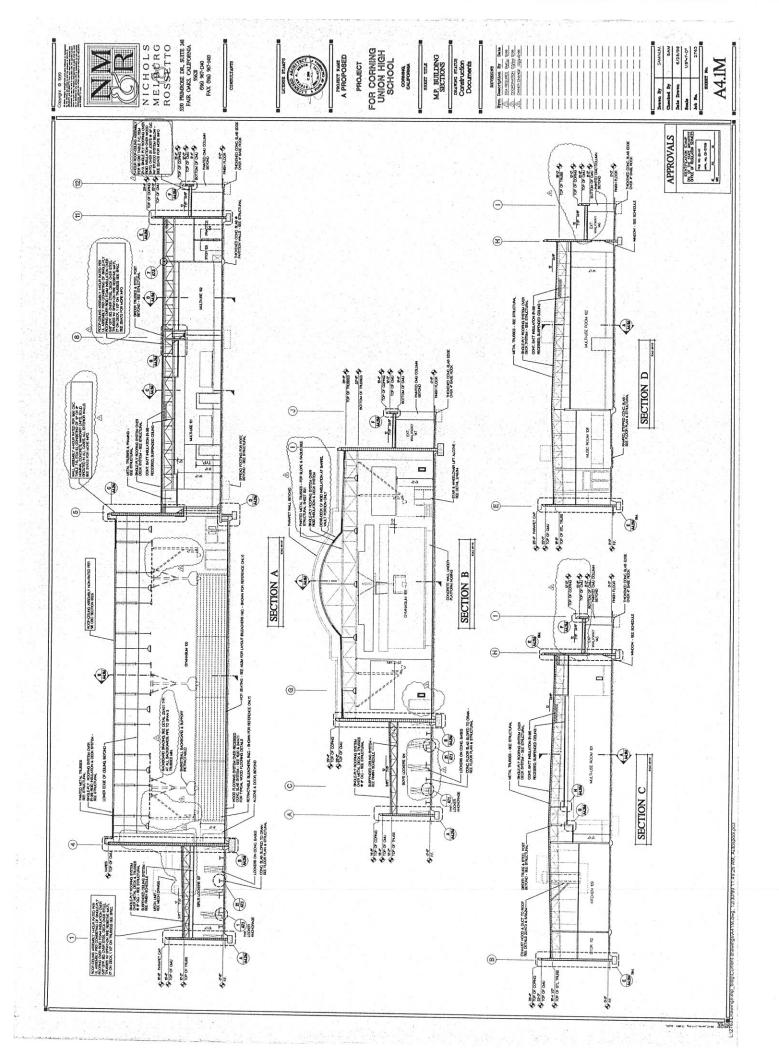
In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorneys' fee to be fixed by the Court.

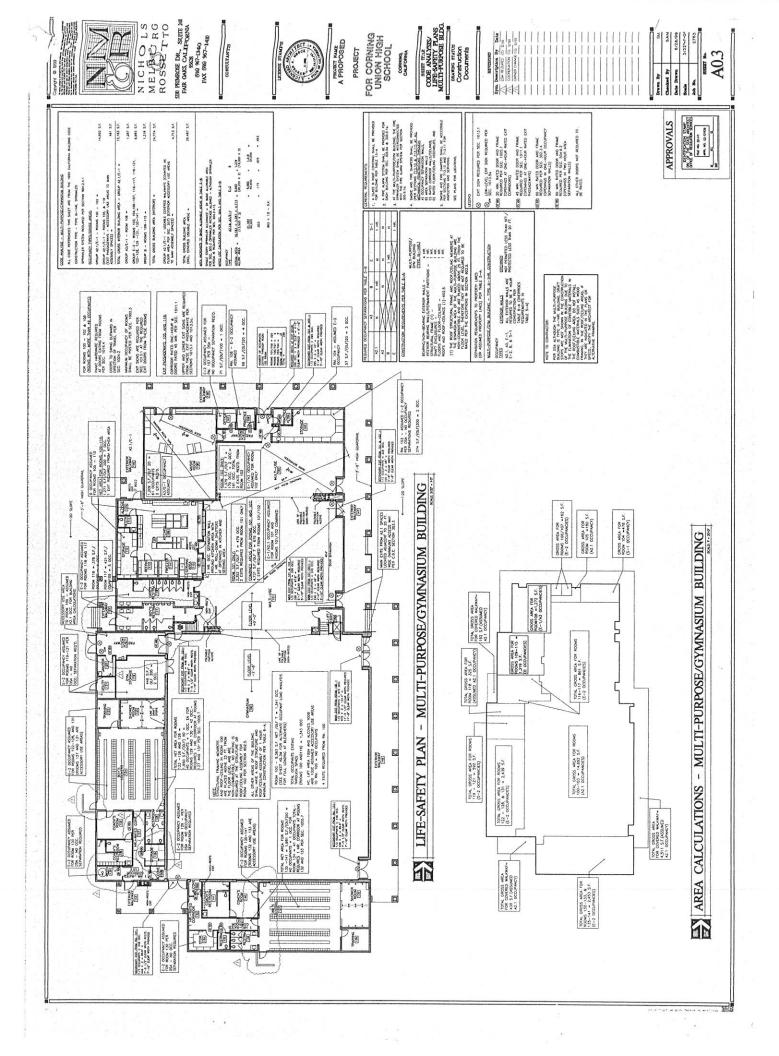
If the District awards the bid, the security of unsuccessful bidder(s) shall be returned within sixty (60) days from the time the award is made. Unless otherwise required by law, no bidder may withdraw its bid for ninety (90) days after the date of the bid opening.

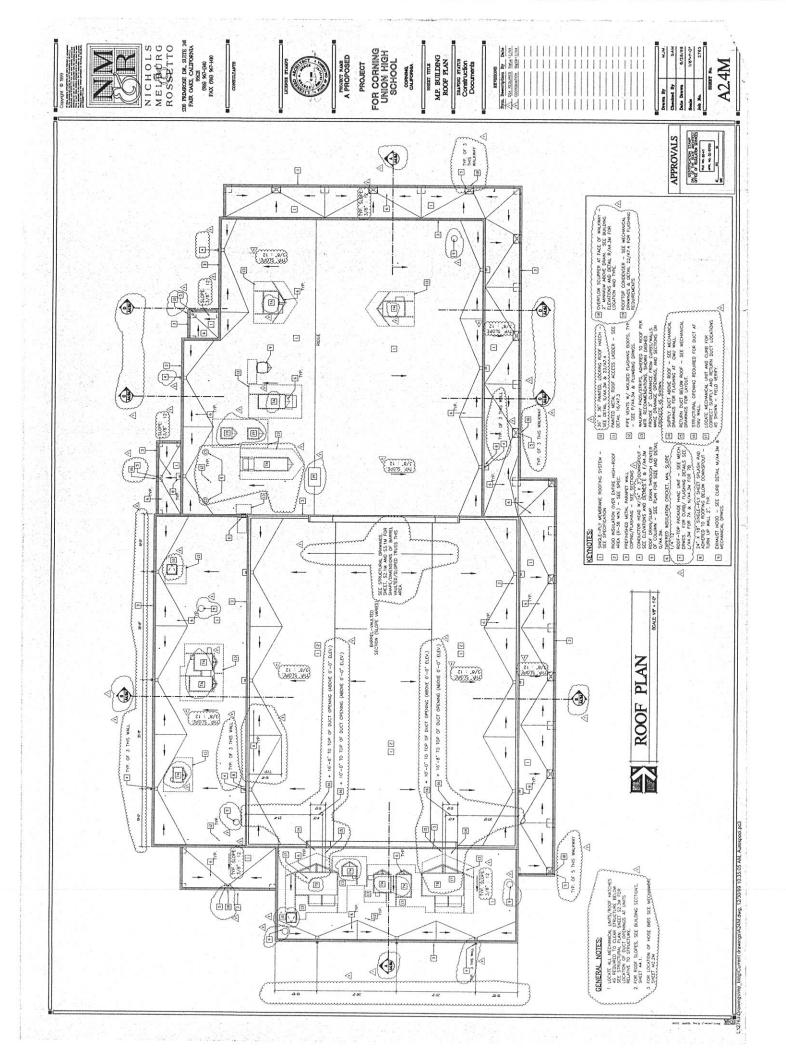
IN WITNESS WHEREOF, this instrument has above named, on the day of _	been duty executed by the Principal and Surety, 20
	Principal
	Ву
	Surety
	Ву
	Name of California Agent of Surety
	Address of California Agent of Surety
	Telephone Number of California Agent of Surety

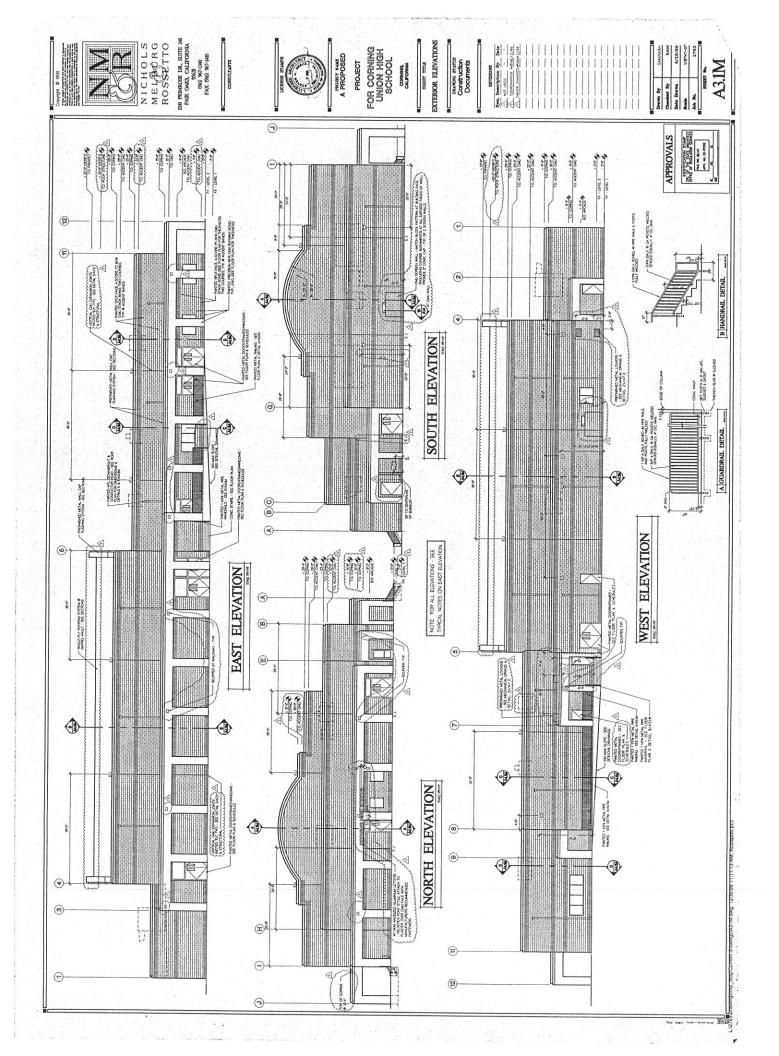
Bidder must attach Power of Attorney and Certificate of Authority for Surety and a Notarial Acknowledgment for all Surety's signatures. The California Department of Insurance must authorize the Surety to be an admitted Surety Insurer.

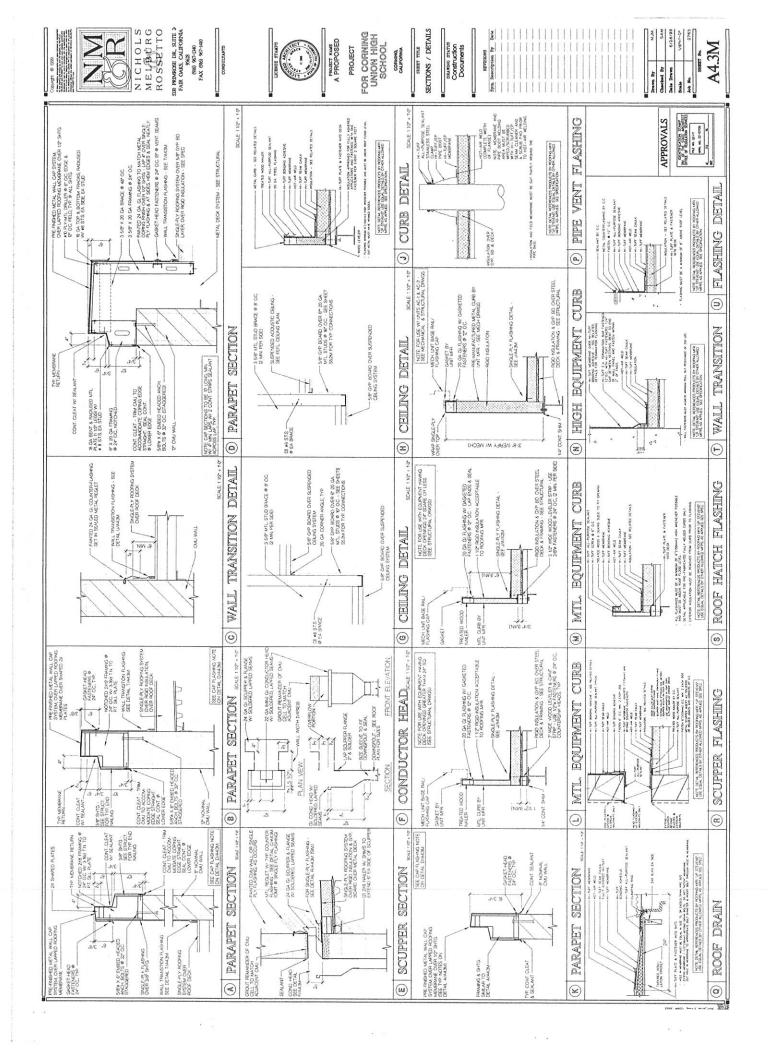












2339 STANWELL CIRCLE, SUITE A, CONCORD, CA 94520-4875

# PACIFIC BUILDING CONSULTANTS, INC.

925-356-7770 925-356-7776 FAX WWW.PACIFICBUILDINGCONSULTANTS.COM

A DNG GROUP COMAPNY

SBE Certified

Page 1 of 40

June 21, 2017

Brandon Lengtat
Director of Maintenance & Operations
Corning Union High School District
643 Blackburn Ave.
Corning, CA 96021

RE:

"Rolling Tramex" Moisture Survey - Roof Covering Observation North Gym Roof, 643 Blackburn Ave., Corning, CA 96021

PBC NO: P1716

Dear Mr. Lengtat:

Thank you for the opportunity to discuss and commission Pacific Building Consultants, Inc. (PBC) for the moisture roof observation visit for the North Gym.

### RECOMMENDATION

There are various roof sections on the N. Gym. The building was reportedly built around year 2000. Clearly, the roof covering scan showed moisture readings and that the membrane is in partial failure, for the last few years.

PBC recommends roof removal and replacement, before the next rainy season.

# **BACKGROUND**

The purpose of our involvement was to visit the site with you, scheduled for June 13 around 8:30 am. We generally discussed our observations and the general roof membrane construction on the building. A series of exemplar photographs, regarding the roof covering, conditions and considerations is at the end of this report.

PBC is a roof, waterproofing, and moisture intrusion consulting firm. I have assisted clients throughout many areas of the United States since 1985, primarily in the Western Region. PBC does not provide any contractor construction services and is not affiliated with any material manufacturer or supplier.

I have experience with low slope roof covering systems, steep sloped roof systems such as concrete and clay tile, slate, metal panels and shingles, and asphalt shingle systems, as well as with other roof and flashing systems.

This time of the year, is hot and moisture in a roof system might be reduced, due to thermal drive – but many locations have moisture reading signatures – some small spots to long run sections.

I understand that the current roof covering is being considered for a possible overlay roof.



Page 2 of 40

We understand that PBC may be assisting for roof consulting services regarding possible moisture in the roof covering system, based on the following general assumptions.

- Most of the work is completed under "The School" job order contract procedures.
- "In house" school personnel may perform at least some of the work.
- Design and construction related services are recommended to replace the membrane rather than attempting patching, to address repair of the existing roof coverings.
- If a decision is made later to replace the roof coverings, incremental additional services associated with replacing the existing roof coverings, will be provided as an Additional Service.

# SET-UP & CALIBRATION PROCESS

The school district maintenance personal assisted in the access, set up and marking process. Four roof area sections on the building were moisture scanned on June 13, 2017, beginning around 8:30 AM and finishing around 4:00 PM. Diagonally marked areas on the diagrams were not scanned due to heat and time constraints to complete a scan in one day.

PBC used a Tramex rolling capacitance scan device on the roof covering surface as well as some general observation of the roof covering system, related flashings/materials and possible roof related conditions. The scanner is a device that uses low voltage capacitance, approximately 3-ft wide on wheels and approximately 1.5-ft where the gauge is observed. The device has a special, fixed pad on the bottom that accommodates signals from the rolling device.

There are also 3 dial settings, depending on depth and desired settings – 1 is the least sensitive and 3 very sensitive. The meter dial was set on "1" at the roof (very low reading sensitivity - at one location on each area scanned) and we marked the perimeter of the scanner, to check for possible recalibration on each roof section scanned. We rotated the very sensitive dial to "5" as a lower baseline and brought and confirmed the dial was steady. During the processes, on each roof section, we periodically took the Tramex scanner back to confirm the "5" calibration was still at a steady "5". No recalibration was needed.

We briefly scanned some suspected local membrane areas to confirm that low readings were present as well as high (>100) readings. Only "spiked high readings" of >100 were marked on the roof with grey/white chalk spray, for visual affect. Overview photos were taken.

The upper surface of the membrane has many locations where the top layer of membrane, has eroded away and failed, and therefore, the reinforcing scrim is visible. This type of surfacing loss is on all roof sections with varying locations observed, and many repair attempts have been initiated by the school district — and many more will need to be implemented, if the roof coverings are not replace before fall.

The moisture scans showed many locations that are suspected to have moisture. Some small, 3 sided cut flaps were performed by the school personal, at various locations. Various moisture levels were observed, using a Delmhorst moisture probe meter, including one "40" (highest saturated reading level on setting 1) in the insulation facer. Removal and replacement is recommended.

Page 3 of 40

This report is also based on the following additional understandings and assumptions regarding the likely scope of the roof repair or replacement.

- 1. The project will possibly consist of replacing the membrane system.
- 2. Candidate roof sections include:
  - a. The building/roof on the main school property in the NW corner, N-S oriented.
  - b. The roof on the gymnasium wing near the south end of the building.
- 3. PBC assumes that the local authority having jurisdiction might "accept", not addressing the apparent possible lack of "secondary" storm drainage provisions, which are now routinely required as part of construction projects. We assumed the existing roof storm water drainage system will be judged acceptable due to multiple primary drains serving overlapping roof areas.
- 4. If a roof replacement approach is selected, the reroof scope of work will include replacement of the existing roof covering essentially "in kind" matching the existing roof covering type and appearance. Please note that CA Energy Code currently requires replacement roofs to provide certain minimum levels of thermal resistance (e.g., R8) and to meet certain minimum reflectance requirements (e.g., 0.63). Compliance with either of these requirements may substantially impact the visual appearance and/or the cost of a replacement roof (raising equipment and flashings due to increased roof height).
- 5. PBC recommends an adhered barrier sheet over the existing/repaired ~ 4-inch (assumed) insulation layer plus an upper second layer of inorganic glass faced insulation (not organic) roughly R20, with offset joints in the underlying insulations boards.
- 6. PBC also recommends crickets be enhanced farther upslope for steeper and more positive drainage at between drains and at RTU's/curbs also.
- 7. PBC notes that there may be a requirement to install gypsum sheathing for fire resistivity. Additionally, the fire listing for the existing slopes may possibly require use only special membranes for fire rating at the steeper slopes on the barrel roof section.

## PHASE I - SURVEY/SCHEMATIC COMMENTS

- A. If requested and authorized PBC can assistance regarding reroofing concepts and materials, at our standard fee of \$210.00 hr.
- B. Review Building Drawings We understand original construction drawings exist and that we will be provided copies of at least limited portions for our review and use. The purpose of our review is to obtain general information about the roof deck and detailed information about the construction at roof curbs and flashings.
- C. Building/Site Requirements and Needed "Code" Confirmations We will provide some information about building/site considerations (e.g., contractor use areas, sensitivities to fumes/dust/noise, "acceptable" construction timeframes) and a list of building/plumbing code requirements we need clarifications about to comply with current requirements, etc.).
- D. Roof Covering System Requirements We confirmed our current understandings of roof covering system requirements, some of which are mentioned above. We will ask for needed additional confirmations from at least one of the candidate roof materials manufacturers.
- E. Size Estimations of Ponded Water (roof drainage) We recommend you have an engineer check/reassess the roof drain sizing to the current plumbing code using a 5-min. intensity and not the 1 hour to confirm that the size of the existing roof drains and then estimate the maximum depth and lateral extent of water which would pond on the roof during the current plumbing code design rain event. Then you can provide this information to your structural engineer to judge if the existing roof deck is has adequate structural capacity to safely support the weight of the ponded water and if conditions needs to be positioned outside of the anticipated "ponded" area.



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## MOISTURE SURVEY COMMENTS – Methodology and Results

Scanned locations on the roof system were generally performed to look for high-elevated moisture levels at selected locations, using a large wheel-mounted capacitance meter (i.e., Tramex Dec Scanner).

Capacitance meters produce an electrical field and detect changes in that electrical field as the scanner is moved along the roof surface. Roof materials that contain elevated levels of water produce higher "capacitance" readings than the same materials containing lower levels of water.

Test cuts are needed to help confirm and differentiate between areas with high readings (HR) caused by the presence of water and those caused by other factors (e.g., the presence of electrically conductive materials).

Some membranes (like EPDM containing carbon black), foil-faced insulations and metal flashings are examples of electrically conductive materials that can produce "false" high readings. We disregarded meter readings within 9-inches of flanged metal flashings. We did not attempt to scan roof surfaces containing organic debris or that has had water on the surface.

The meter is typically set to the desired "sensitivity" level (1 – least sensitive, 3 – most sensitive) and the dial gauge adjusted to read "5" at a "calibration" location around "5", previously selected and determined by test cuts to represent acceptably "dry" conditions. Meter readings are rechecked at the "calibrations" location every two (2) hours, and the dial gauge adjusted, if needed, to read ~ "5" as a baseline.

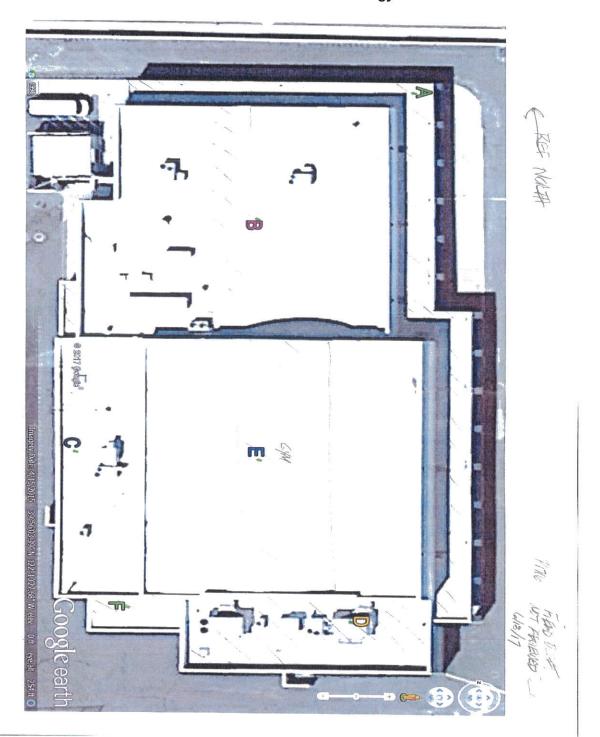
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The following sketches relate to some roof area section locations, from the site visit.

The first overview sketch is for reference of all roof sections.

Unique letters were used for clarity.

<u>Diagonal hash marks (////) are roof sections that were not scanned</u> due to time constraints and due to the barrel section over the gym.



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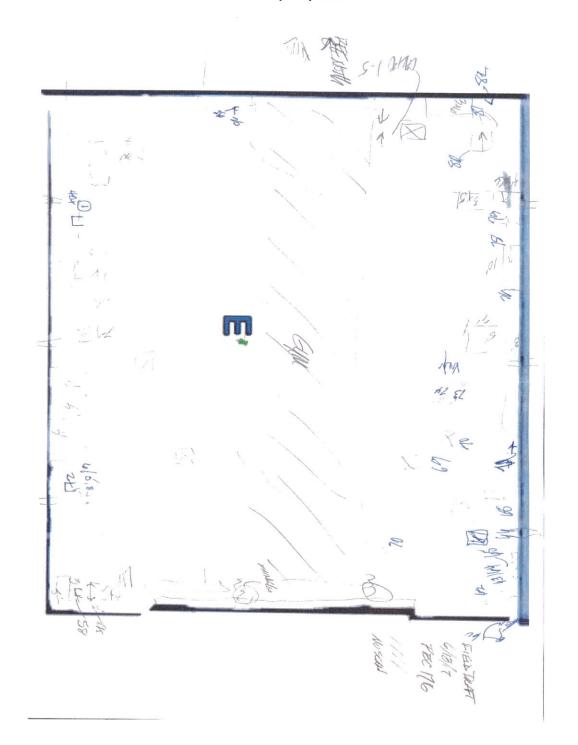
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The second and third area sketches on the diagram below relate to the 2 low sloped locations on the upper gym roof section.

The two sections scanned above the gym are - West on the left and East on the right.

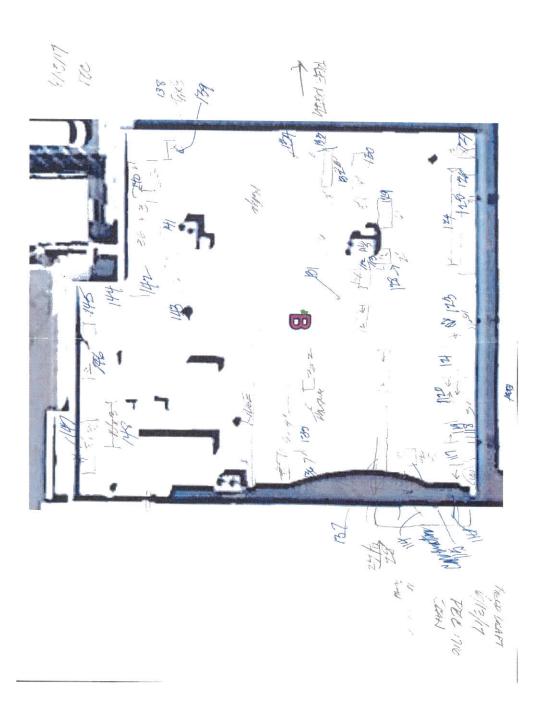
The center barrel roof section with hash marks was not scanned, due to steep slopes.

Wrinkled membrane was present at some locations on the low slope to steep slope transitions and at parapets.



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The fourth sketch area relates to the location on the East and West roof section on the North, that has a roof ladder for access. The roof section has a mono-slope to the east and to the west, sloping downward to the east & west parapets. Most of the roof section was scanned, noting many positive readings at various locations.

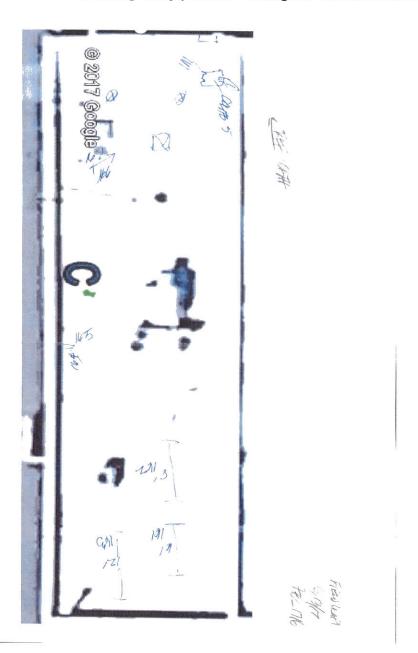




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The fifth sketch area relates to the location on the West roof section with the roof hatch. The roof section has a mono-slope from the gym wall facing west to the downslope west parapet. The entire roof section was scanned, noting many positive readings at various locations.



## **MOISTURE SURVEY COMMENTS:**

The roof coverings that were scanned had many locations with positive readings indicating moisture entrapment. One insulation board facer also had a wet facer and at other locations where small cuts were made showed staining. Removal and replacement is recommended.

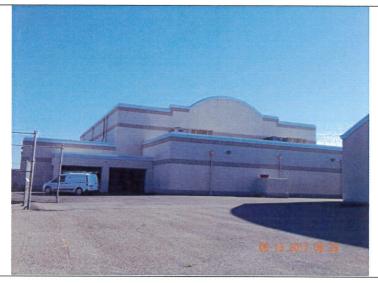
Exemplar pictures follow.

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01-P1716\_20170613\_JG01-232 North Elevation



02-P1716\_20170613\_JG01-006 South Elevation

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03-P1716\_20170613\_JG01-228 North & West Elevations



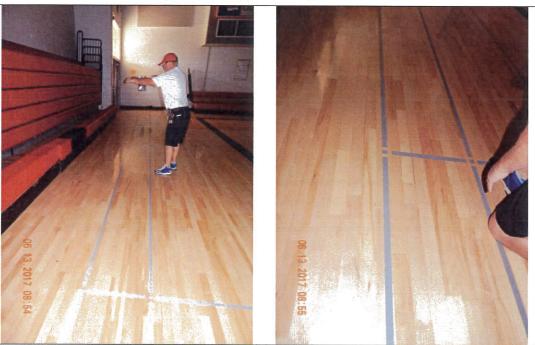
04-P1716\_20170613\_JG01-230 East & North Elevations

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05a-P1716\_20170613\_JG01-007 05b-P1716\_20170613\_JG01-008\_Southwest corner



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07a to c - P1716\_20170613\_JG01-009\_010\_011



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09-P1716\_20170613\_JG01-017 Water stains on interior walls of gym



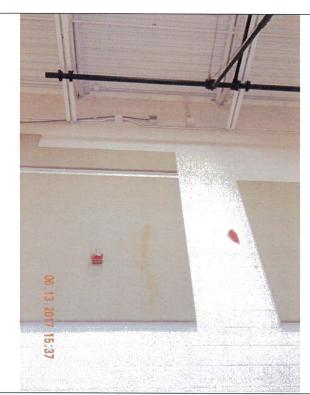


10a-P1716\_20170613\_JG01-214 10b-P1716\_20170613\_JG01-215\_ Metal roof deck; some staining on the right photo and some screws are at metal edges

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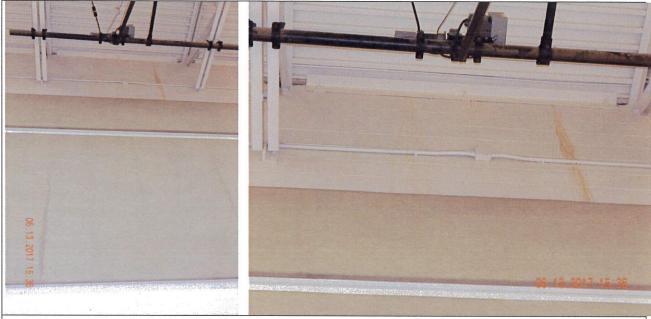


11-P1716\_20170613\_JG01-221 Water stains on interior walls of gym



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15a-P1716\_20170613\_JG01-169\_170\_171 Large room on north section

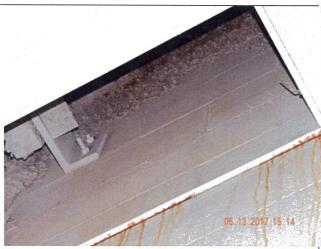


16a-P1716\_20170613\_JG01-173 16b-P1716\_20170613\_JG01-174 Page 17 of 40

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18-P1716\_20170613\_JG01-172 Water stains on interior ceiling Page 18 of 40



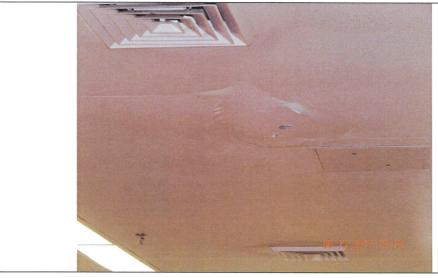


19a-P1716\_20170613\_JG01-184

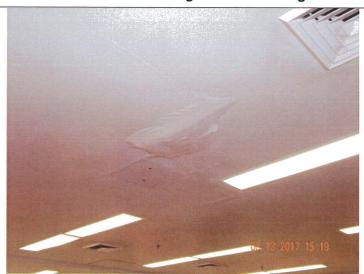




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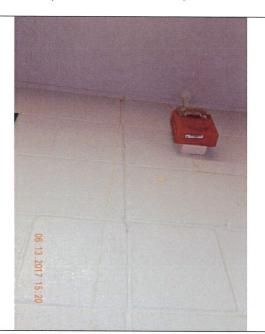
21-P1716\_20170613\_JG01-190 Locker room with signs of roof leakage



22-P1716\_20170613\_JG01-191 Locker room with signs of roof leakage

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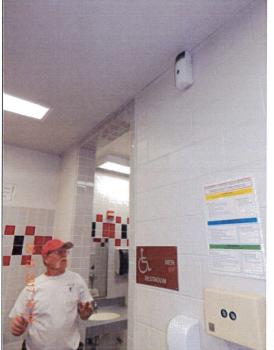




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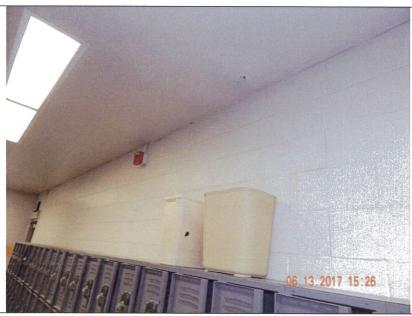








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27-P1716\_20170613\_JG01-202 Leakage in men/boys locker room with leakage



28-P1716\_20170613\_JG01-203 Leakage in men/boys locker room with leakage

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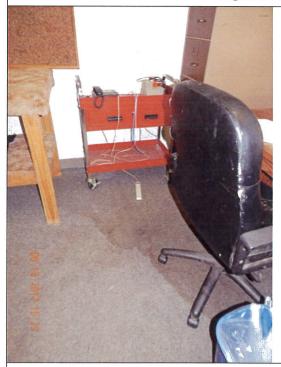
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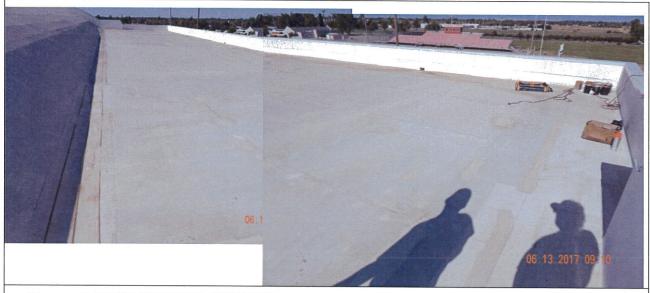








30a-P1716\_20170613\_JG01-208 Leak stains at floor and ceiling



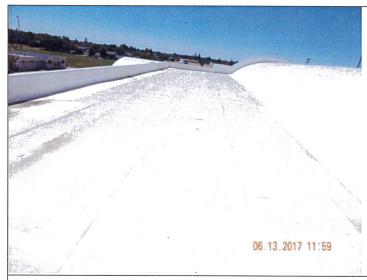


32a-west-P1716\_20170613\_JG01-027 Tramex device – dial is calibrated



32b-west-P1716\_20170613\_JG01-039 Example of "wet reading" area

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33a-west-P1716\_20170613\_JG01-105 Overview of West gym roof – looking north

33b-west-P1716\_20170613\_JG01-033 Example of fabric scrim visible

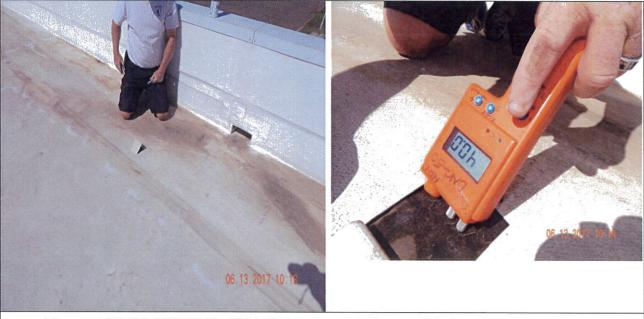


34-west-P1716\_20170613\_JG01-032 Example of Tramex Moisture Scanner – 100 reading

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35a-west-P1716\_20170613\_JG01-035 35b-west-P1716\_20170613\_JG01-038 West Gym roof area with marked at 100. Moisture meter -40.0 – highest reading for device



36a-west-P1716\_20170613\_JG01-044 West gym - Example of moisture reading area



36b-west-P1716\_20170613\_JG01-046 West gym - Moisture reading area

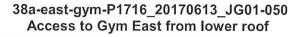
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38b-east-gym- P1716\_20170613\_JG01-051 East Gym Tramex calibration

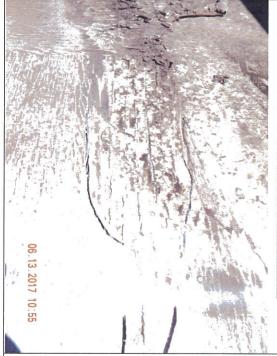
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39a-east-P1716\_20170613\_JG01-104
Markings of moisture locations on east gym section

39b-east-P1716\_20170613\_JG01-054 Example of Tramex readings - East

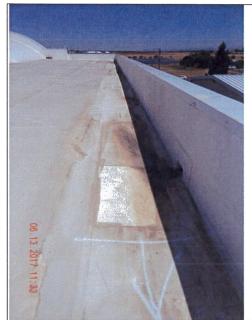




40a-east-P1716\_20170613\_JG01-053
Example of scrim lines with coating failure

40b-east-P1716\_20170613\_JG01-065 Examples of positive reading locations

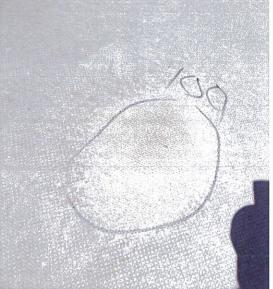
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41a-east-P1716\_20170613\_JG01-066 41b-east-P1716\_20170613\_JG01-068 Examples of positive reading locations on East Gym





42a-east-P1716\_20170613\_JG01-070
Examples of positive reading locations on East Gym

42b-east-P1716\_20170613\_JG01-074 Puncture hole – scrim evident

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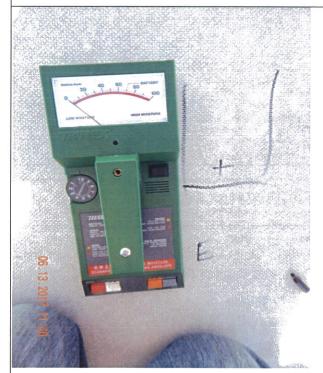
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43-east-P1716\_20170613\_JG01-075
Examples of positive reading locations on East Gym

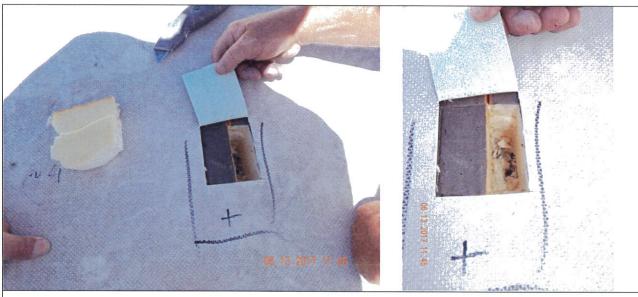




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46a-north-P1716\_20170613\_JG01-111 46b-north-P1716\_20170613\_JG01-115 Location change - calibration on the lower North roof section

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47a-b-c-north-P1716\_20170613\_JG01-150\_151\_152 Overview of North roof section





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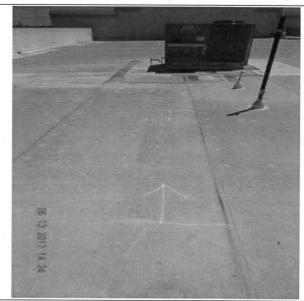


50a-north-P1716\_20170613\_JG01-125 50b-north-P1716\_20170613\_JG01-127 North roof, East wall – many positive readings with Tramex scanner





51a-north-P1716\_20170613\_JG01-126 51b-north-P1716\_20170613\_JG01-129 North roof, East wall – many positive readings with Tramex scanner





52a-north-P1716\_20170613\_JG01-130 52b-north-P1716\_20170613\_JG01-131 North roof, East area by RTU – many positive readings with Tramex scanner

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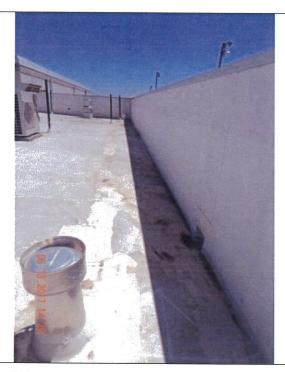




54a-north-P1716\_20170613\_JG01-140 54b-north-P1716\_20170613\_JG01-143
North roof – many positive readings with Tramex scanner

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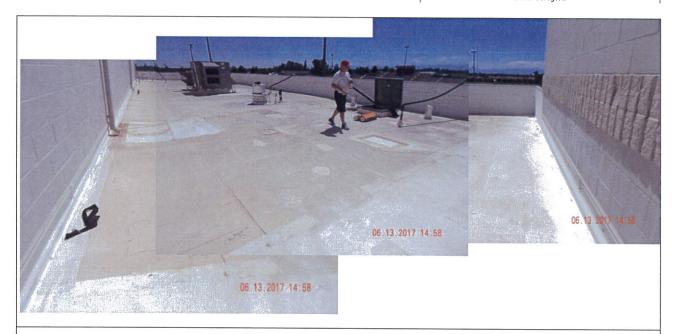
55a-north-P1716\_20170613\_JG01-144 55b-north-P1716\_20170613\_JG01-145 North roof East side – many positive readings with Tramex scanner



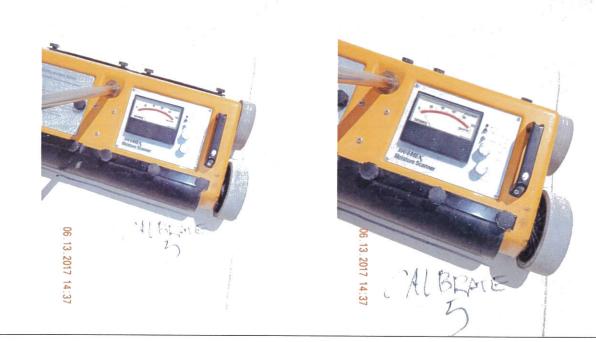


56a-P1716\_20170613\_JG01-147 56b-north-P1716\_20170613\_JG01-148
North roof East side – many positive readings with Tramex scanner

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57a-b-c-low-east-P1716\_20170613\_JG01-158\_159\_160 Lower West roof section near the roof hatch access



58a-low-east-P1716\_20170613\_JG01-153 58b-low-east-P1716\_20170613\_JG01-154 Tramex calibration for this roof section

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62a-low-east-P1716\_20170613\_JG01-167 62b-low-east-P1716\_20170613\_JG01-168 More positive readings and final calibration position

In summary, there are approximately 63 scanned locations with "100" positive readings and, there were many, many more locations with positive readings, but they had less than "100" readings.

Roof membrane coverings recommended for reroofing.



## PBC's confirmation for services was based upon the following additional understandings:

- Any services needed related to contracting, architecture, engineering or environmental issues, and other potentially hazardous materials, will be provided by other parties.
- Existing levels of deterioration or corrosion have not compromised the load-bearing capacity of structural elements.
- Reliance on Information Provided: Project history, manufacturer's product information, and other information, provided to us in good faith will be relied upon as complete and accurate representations.
- Adequacy of Existing Constructions: The existing roof deck has adequate structural capacity.
   Services to confirm roof deck structural capacity were not performed. The existing roof/ceiling assembly has adequate fire resistance for current and planned occupancies. Services to confirm required roof/ceiling assembly fire ratings were not performed.
- Hidden and/or Non-Disclosed Conditions: PBC will not assume liability for damages that may result from existing conditions hidden from view or which are not disclosed or from conditions which are beyond the scope of this report or our services.

Itemized Considerations and Recommendations (not Construction Documents): Opinions and any recommendations offered are preliminary, and conceptual in nature, and do not constitute a preliminary project description, scope of work, project specifications or bidding documents that among other things define Owner's requirements, performance parameters, materials to be used or installation procedures to be used. We are available, if desired and as an Additional Service, to prepare specifications/drawings /bidding documents describing the desired work for the purpose of obtaining competitive bids by contractors.

Author's Opinions: The content of this report is the author's preliminary opinions, without the benefit of extensive investigation and/or destructive testing and water testing that might show additional conditions, and supersedes prior oral and written communication and may be subject to change upon further findings and information.

Any report produced is preliminary, based on our limited services, and partially on information provided by other parties that have been relied upon as complete and accurate representations. Any report requested and produced, does not represent acceptance of any aspect of the building construction as necessarily appropriate or adequate for the site or conditions, unless otherwise indicated.

Thank you for the opportunity to be of assistance. If you would like additional information, or wish to discuss additional services in more detail, please give me a call.

SENT DIGITALLY ONLY

Respectfully,

PACIFIC BUILDING CONSULTANTS, INC.

John A, Goveia, President

Principal, Senior Consultant