## **DOCUMENT 00 11 16**

# **NOTICE TO BIDDERS**

1. Notice is hereby given that the governing board ("Board") of the San Rafael City Schools ("District") will receive sealed bids for the following project, Bid No. 19-01:

# **Electric Vehicle Charging Stations**

2. The Project consists of:

# Purchase and Installation of Electric Vehicle Charging Stations at Seven Sites

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-10

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.
- 5. Contract Documents will be available on or after April 3, 2019, for review at the District's website, <a href="http://www.srcsbondprogram.org/domain/16">http://www.srcsbondprogram.org/domain/16</a>.
- 6. Sealed bids will be received until **2:00:00 p.m., April 24, 2019**, 310 Nova Albion Way, Room 505, San Rafael, California 94903, 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.
- 8. A bid bond by an admitted surety insurer on the form provided by the District a cashier's check or a certified check, drawn to the order of the <u>San Rafael City Schools</u>, 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 voluntary pre-bid conference and site visit will be held on April 15, 2019, at 11:00 a.m. at Capital Facilities Office, led by Dan Zaich, Senior Director, 310 Nova Albion Way, Room 505, San Rafael, California 94903. The site visits will include all sites and is expected to take approximately 2 hours.
- 10. 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.

- 11. 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.
- 12. 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>.
- 13. 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 successful Bidder shall comply with all requirements of Division 2, Part 7, Chapter 1, Articles 1-5 of the Labor Code.
- 14. 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.
- 15. 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.

END OF DOCUMENT

# San Rafael City Schools ELECTRIC VEHICLE (EV) CHARGING STATIONS Procurement and Installation of Electric Vehicle Charging Stations in Multiple Schools

# Exhibit A - Scope of Work

The Request for Bids #19-01 includes the following Appendices:

• APPENDIX A: EV CHARGER QUANTITY SHEET

APPENDIX B: PG&E Designs

# **SCOPE OF WORK**

The scope of the project will include the following:

- 1. The scope of work is for the furnish and installation of EV chargers, ensuring units are live and able to be used by the general public.
  - a. Infrastructure also known as make ready work is by others.
- 2. Provide all necessary equipment, hardware, software, licenses, any other materials necessary for a quality installation, and including comprehensive list of fees, taxes, duties, freight, shipping and handling. Ensure installation quality, compliance with project schedule and proper disposal and/or recycling. Equipment will be installed following manufacturer's instructions.
- 3. Contractor shall be responsible for patching, repairing, or replacing any San Rafael City Schools (SRCS) property that is damaged over the course of the work.
- 4. Rebate Guidelines:
  - All equipment must be listed in PG&E's approved vendor list found in:
     <a href="https://www.pge.com/en\_US/large-business/solar-and-vehicles/clean-vehicles/ev-charge-network/program-participants/approved-program-vendors.page">https://www.pge.com/en\_US/large-business/solar-and-vehicles/clean-vehicles/ev-charge-network/program-participants/approved-program-vendors.page</a>>
  - b. Share the list of any material variances with SRCS' Senior Director, Dan Zaich, Capital Improvements, to ensure material rebate eligibility.
  - c. Get material variance approval from SRCS' Project Manager prior to purchase of material.
  - d. Contractor shall work directly with PG&E's Electric Vehicle Charge Network (EVCN), or EVCN's designated subcontractor, and SRCS Senior Director, Dan Zaich, Capital Improvements, and program staff to ensure SRCS accesses all applicable rebates.
  - e. Be available for the following rebate inspections:

- i. Pre-construction rebate inspection with PG&E or other third-party engineering firm
- ii. Post-construction rebate inspection with PG&E or other third-party engineering firm
- 5. The installation will include all material, labor, equipment, services and incidentals necessary to install a complete system. Installation will require coordination with PG&E's project manager and/or designated subcontractors; furthermore, coordination meeting will be site specific.
- 6. Installation Submittals:
  - a. A detailed inventory of Electric Vehicle Charging equipment with equipment data sheets for approval by SRCS.
  - b. Wiring diagrams
- 7. Contractor shall include testing and commissioning to each EV charger as each SRCS school site goes live.
- 8. Train SRCS personnel in all aspects of routine operation, maintenance, and safety of the Electric Vehicle Charging equipment installed.
- 9. Electric Vehicle Charging equipment installed must meet or exceed current Title 24 code requirements.
- 10. Contractor will determine if signal boosting antenna are necessary for adequate wireless signal.
- 11. Equipment shall be clean and free of dirt and fingerprints.
- 12. Contractor shall remove, haul off, and properly dispose all waste. School dumpsters and recycling bins are <u>not</u> allowed for use.
- 13. Furnish adequate invoices that detail material, labor and total project costs. These invoices will be submitted to PG&E, Bay Area Air Quality Management District, Marin Clean Energy, and Transport Authority of Marin for rebate processing.
  - a. Collect, document and assemble in the approved format, all pre and post monitoring and verification data as required of PG&E Electric Vehicle Charge Network Program, Marin Clean Energy EV Charger Rebates, and BAAQMD Charge! program.
- 14. Contractor shall not ship any equipment to each respective school sites. Contractor is responsible to receive all equipment at its own warehouse, store and stage the equipment until each school site is ready for installation. Contractor is responsible for any storage fee incurred regardless of cause.

15. The preliminary design drawings in Appendix B are for reference only. Final design drawings may alter EV charger locations, types, and quantities. SRCS reserves the right to modify the design drawings as we see fit for SRCS. The contractor shall revise accordingly based on unit pricing provided in the Bid Form.

# **GENERAL MATERIAL AND INSTALLATION REQUIREMENTS**

- 1. All materials (manufacturer and model numbers) are included as for reference "or Equal" equipment is allowed.
- 2. Materials shall be designed to withstand the temperatures to which they are exposed.
- 3. Dissimilar materials should be isolated from one another using non-conductive shims, washers, or other methods. Stainless Steel to aluminum connections are excluded.
- 4. All electrical conduits shall be galvanized and unpainted.
- 5. All electrical equipment shall be rated for the current and voltage ratings necessary for the application.
- 6. All electrical connections and terminations shall be fully tightened, secured, and strain relieved as appropriate.
- 7. All mounting equipment shall be installed to the manufacturer's specifications.
- 8. All cables, conduit, exposed conductors, and electrical boxes should be secured and supported according to code requirements.
- 9. All exterior electrical equipment shall be rated for exterior and weather tight.
- 10. All national and local electric and building code requirements shall be met.
- 11. System Installation shall conform to Manufacturers Installation Manual and approved project drawings and specifications.
- 12. Installation crews shall minimize disturbance (due to noise, dust, odors, moving of furniture and equipment) of building occupants and activities.
- 13. Sites shall be maintained and kept secure, free of excessive debris, and in safe condition during the construction period. Site should be left "broom clean" after work is complete at the end of each work day. All work should comply with the National Electrical Code, the National Fire Code, and the Uniform Building Code, and shall be inspected by SRCS inspectors at each appropriate phase.

# **EXISTING CONDITIONS**

The contractor has had sufficient access to the facility to verify that the bid includes all materials and labor for installation of all Electric Vehicle Charging Stations, and to verify the existing conditions to ensure the proper installation of the system. No additional payment will be made due to site conditions that were not accounted for by the Contractor. The Contractor

is strongly advised to attend the site walk PRIOR to completing a bid. SRCS is not responsible to provide any staging areas, parking allocation, or logistics constraints.

# **CONTRACTOR USE OF PREMISES**

- 1. All work shall be completed during normal business hours as adhered by the City of San Rafael's Noise Ordinance. SRCS' business hours of operation are as follows: Monday through Friday, 7:00 a.m. to 5:00 p.m. All access to and from the facility must be maintained during these hours, including ingress and egress for school buses.
- 2. Work schedule shall accommodate special events that occur outside normal business hours; notice of these events will be communicated by SRCS.
- 3. Any utility shut-offs shall be scheduled through SRCS Senior Director, Dan Zaich, and SRCS Project Manager at least 72 hours ahead of time. Any shut-off that will impact the standard operation of the facility shall happen during off hours.
- 4. Site security and security of any material and equipment by the vendor are solely the responsibility of the vendor. SRCS is not liable for losses or cost to replace any items.
- 5. The Contractor or supervisor on the job site must be able to be reached by phone at <u>all</u> times that work is in progress.
- 6. The contractor shall clean their job area daily and dispose of all trash and debris leaving the area broom clean. At the end of each shift contactor shall restore space back to original state.
- 7. It is the responsibility of the contractor / bidders to field verify all existing conditions.

# **QUESTIONS**

by Thursday, 4/18/2019 @ 5:00 p.m., please send, in writing, using subject heading: SRCS EV Charging Bid, any questions to be responded to in an addendum to Dr. Dan Zaich at dzaich@srcs.org.

# **SCHEDULE**

Date	Event
4/15/2019	11:00 a.m Voluntary Pre-Bid Conference and Site Visit. Meet at SRCS Capital Facilities Office, 310 Nova Albion Way, Room 505, San Rafael, CA 94903
4/18/2019	By 5:00 p.m.— Send, in writing, using subject heading: SRCS EV Charging Bid, any questions to be responded to in an addendum. Send email to Dr. Dan Zaich at <a href="mailto:dzaich@srcs.org">dzaich@srcs.org</a> .
4/24/2019	2:00:00 p.m. – Sealed bids due at SRCS Capital Facilities Office, 310 Nova Albion Way Room 505, San Rafael CA 94903
6/24/2019	Anticipated Start Date

# **PROJECT CLOSEOUT**

- 1. Prepare three (3) copies of operating and maintenance manuals in hard cover binders and deliver to SRCS. As a minimum the binders shall include:
  - i. A complete set of all approved submittals including shop drawings and product literature.
  - ii. Copies of all testing data and reports.

# **PROJECT SITES**

Terra Linda High School	320 Nova Albion Way, San Rafael, CA 94903
San Rafael High School	150 Third Street San Rafael, CA 94901
Glenwood Elementary	25 West Castlewood Dr. San Rafael, CA 94901
Davidson Middle School	280 Woodland Ave. San Rafael, CA 94901
Sun Valley Elementary	75 Happy Lane San Rafael, CA 94901
Coleman Elementary	800 Belle Ave. San Rafael, CA 94901
San Pedro Elementary	498 Point San Pedro Rd. San Rafael, CA 94901

# **APPENDIX A: EV CHARGER QUANTITY SHEET**

School	Number of Ports	Number of Dual Port Chargers	Number of Single Port Chargers	Parking spaces for EV
Terra Linda High School	14	6	2	15
San Rafael High School	16	7	2	17
Glenwood Elementary	14	6	2	15
Davidson Middle School	14	6	2	15
Sun Valley Elementary	12	5	2	13
Coleman Elementary	12	5	2	13
San Pedro Elementary	15	7	1	16
Totals	97	42	13	

# **APPENDIX B: PG&E Designs**

Terra Linda HS – Prelim design, EV charger location being revised. Please look for a future addendum on this location.



# TERRA LINDA HIGH SCHOOL 320 NOVA ALBION STREET, SAN RAFAEL

# PROJECT SUMMARY / SCOPE OF WORK

THIS PROJECT INCLUDES THE LOCATION OF A SINGLE EY AREA FOR PARENTS/CUSTOMERS, AND EMPLOYEES, AT THE TERRA LINDA HIGH SCHOOL LOCATION. THIS EY STALL AREA WILL BE SERVICED FROM THE EXISTING POLE, USING A NEW! TRANSFORMER, AND A NEW PANELGARDA SO ETAILED IN SITE LAYOUT HEREIN. THIS PROJECT IS SUBJECT TO THE REVIEW OF THE DISTRICT OF STATE ARCHITECT (DSA).

- TOTAL PROPOSED EV STALLS = 14
  A. STANDARD STALLS = 12
  B. STANDARD ACCESSIBLE EV STALL = 1
  C. VAN ACCESSIBLE EV STALL = 1
  D. TOTAL EXISTING STALLS REMOVED = 1
- TOTALEV CHARGING STATIONS = 8
   A. DUAL NOZZLE PEDESTAL MOUNT = 6
   B. SINGLE NOZZLE PEDESTAL MOUNT = 2
- ELECTRICAL EQUIPMENT TO BE INSTALLED
   A. ADD NEW SECONDAR RISER ASSEMBLY
   B. INSTALL NEW POLE MOUNTED TRANSFORMER
   C. INSTALL NEW 400AMP 3 PHASE EV SWITCHGEAR
- 4. TOTAL LENGTH OF TRENCH = 230 FEET (135LF BTM, 95LF TTM)
- SITE WORK IMPACT INCLUDE:

  A. USE DISTRING NO PARKING ZONE, TO CONSTRUCT NEW ACCESSIBLE EV SPACES.

  B. NEW BRAND AND SIDEWALK, NEEDED TO ROUTE TO DISTRING PATH OF TRAVEL. GRADE WILL NEED TO BE EVALUATED DURING DESIGN STAGE.

  C. PLACEMENT OF A NEW EV SWITCHBOARD IN CENTRAL LOCATION, WITH CONCRETE EQUIPMENT PAD

# SITE CONSTRIANTS:

- ACCESS TO PEDESTRIAN WALKWAYS, NEAR PROPOSED NEW ACCESSIBLE LOCATIONS VEHICULAR TRAFFIC WITHIN PARKING LOT, DURING CONSTRUCTION NOTE TRUCKING TRAFFIC NOT TO BE AFFECTED DURING CONSTRUCTION







# San Rafael HS







# Initial Site Assessment: Preliminary Design

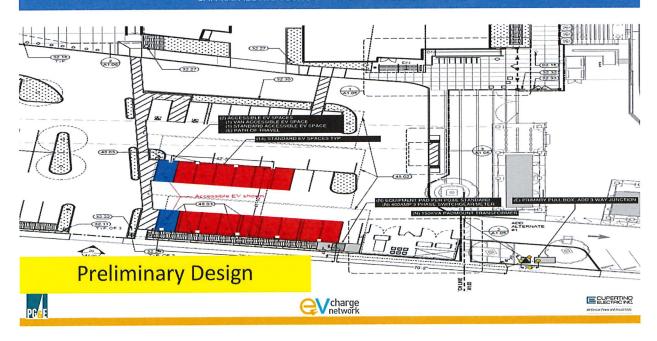
Salesforce Application Number: EVSH000299661
Property/Company Name: SAN RAFAEL HIGH SCHOOL
Address: 150 3ED STREET, SAN RAFAEL, CA



SEPTEMBER 17, 2018



# SAN RAFAEL CITY SCHOOLS SAN RAFAEL HIGH SCHOOL – 150 3<sup>RD</sup> STREET SAN RAFAEL



# SAN RAFAEL CITY SCHOOLS SAN RAFAEL HIGH SCHOOL - 150 3RD STREET SAN RAFAEL

### PROJECT SUMMARY / SCOPE OF WORK

SITE CONSTRIANTS:

SITE CONSTRAINT DURING CONSTRUCTION INCLUDE:

ACCESS TO PEDESTRIAN WALKWAYS, NEAR PROPOSED NEW ACCESSIBLE LOCATIONS VEHICULAR TRAFFIC WITHIN PARKING LOT, DURING CONSTRUCTION NOTE – TRUCKING TRAFFIC NOT TO BE AFFECTED DURING CONSTRUCTION

THIS PROJECT INCLUDES THE LOCATION OF A SINGLE EV AREA FOR PARENTS/CUSTOMERS, AND EMPLOYEES, AT THE SAN BRAFAL HIGH SCHOOL LOCATION. THIS EV STALL AREA WILL BE SERVICED FROM AN EXISTING UNDERGROUND PULL BOX, A NEW PROMOWINT TEAMSFORMER, ANDA NEW PARLIEDARD AS DETAILED IN SITE LAYOUT HEREIN. THIS PROJECT IS SUBJECT TO THE REVIEW OF THE DISTRICT OF STATE ARCHITECT (DSA).

- TOTAL PROPOSED EV STALLS = 16
   A. STANDARD STALLS = 14
   B. STANDARD ACCESSIBLE EV STALL = 1
   C. VAH ACCESSIBLE EV STALL = 1
   D. TOTAL EXISTING STALLS REMOVED = 1
- TOTAL EV CHARGING STATIONS = 9
  A. DUAL NOZZLE PEDESTAL MOUNT = 7
  B. SINGLE NOZZLE PEDESTAL MOUNT = 2
- ELECTRICAL EQUIPMENT TO BE INSTALLED
   A. ADD 3-WAY LOAD BREAK JUNCTION IN EXISTING UNDERGROUND PULL BOX
   B. INSTALL NEW 1500WA 3 PHASE PADMOUNT TRANSFORMER
   C. INSTALL NEW 400AMP 3 PHASE EY SWITCHGEAR
- 4. TOTAL LENGTH OF TRENCH = 250 FEET (16SLF BTM, 8SLF TTM)
- SITE WORK IMPACT INCLUDE:

  A CCESSIBLE CHARGING SPACES TO BE PLACED IN EXISTING PARKING SPACES, ALONG EXISTING ADA PATH
  OF TRAVEL

  B. PLACEMENT OF A NEW EV SWITCHEDARD IN CENTRAL LOCATION, WITH CONCRETE EQUIPMENT FAD
  C. CONTRACTIOR TO SERINY EXISTING PULL BOX, MAY NEED TO BE UPGRADED TO 86, TO ACCOMMODATE
  NEW 3-WAY JUNCTION
  D. PROPOSED LAYOUT WILL NEED TO BE VERIFIED, PROPSED SKETCH DOES NOT MATCH GOOGLE EARTH
  IMAGES







# Glenwood



San Rafael School District - Glenwood Elementary School

# PROJECT SUMMARY / SCOPE OF WORK

THIS PROJECT INCLUDES THE LOCATION OF A SINGLE EV AREA FOR PARENTS/CUSTOMERS, AND EMPLOYEES, AT THE GLENWOOD ELEMENTARY SCHOOL LOCATION. THIS EV STALL AREA WILL BE SERVICED FROM THE EXISTING TRANSFORMER ANDA NEW PANELBOARD AS DETAILED IN SITE LAYOUT HEREIN.

- TOTAL PROPOSED EV STALLS = 14
  A. STANDARD STALLS = 12
  B. STANDARD ACCESSIBLE EV STALL = 1
  C. VAN ACCESSIBLE EV STALL = 1
  D. TOTAL EXISTING STALLS REMOVED = 1
- TOTAL EV CHARGING STATIONS = 8
   A. DUAL NOZZLE PEDESTAL MOUNT = 6
   B. SINGLE NOZZLE PEDESTAL MOUNT = 2
- ELECTRICAL EQUIPMENT TO BE INSTALLED
   A. CONNECT TO EXISTING PAD MOUNTED TRANSFORMER T0204
   B. INSTALL 120/208V, 3 PHASE METER PANEL
   C. INSTALL WITH 400A BREAKER PANEL
- 4. TOTAL LENGTH OF TRENCH = 250 FEET (165BTM, 85TTM)
- SITE WORK IMPACT INCLUDE:
   A. USE OF AN EDSTRING PARKING AREA, FEAD WITH AN EXISTING CROSSWALK, TO HOUSE NEW ACCESSIBLE CHARGING SPACES
   B. PLACEMENT OF A NEW EV SWITCHBOARD IN CENTRAL LOCATION, WITH CONCRETE EQUIPMENT PAD

# SITE CONSTRIANTS:

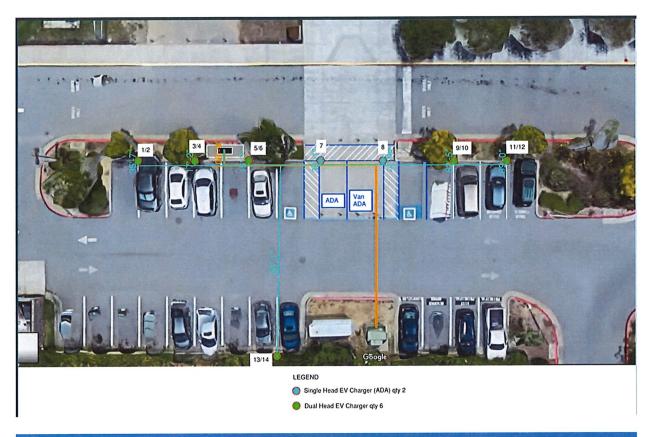
- ACCESS TO PEDESTRIAN WALKWAYS, NEAR PROPOSED NEW ACCESSIBLE LOCATIONS VEHICULAR TRAFFIC WITHIN PARKING LOT, DURING CONSTRUCTION NOTE PICKUP/DROPOFF AREAS WILL NOT BE AFFECTED DURING CONSTRUCTION







# **Davidson**



# SAN RAFAEL CITY SCHOOL DISTRICT DAVIDSON MIDDLE SCHOOL - 280 WOODLAND AVE, SAN RAFAEL

# PROJECT SUMMARY / SCOPE OF WORK

THIS PROJECT INCLUDES THE LOCATION OF A SINGLE EV AREA FOR PARENTS/CUSTOMERS, AND EMPLOYEES, AT THE DAVIDSON MIDDLE SCHOOL LOCATION. THIS EV STALL AREA WILL BE SERVICED FROM THE EXISTING TRANSFORMER ANDA NEW PARIBLEDARD AS DETAILED IN SITE LAYOUT HEREIN. THIS PROJECT IS SUBJECT TO THE REVIEW OF THE DISTRICT OF STATE ARCHITECT (DSA).

- 1. TOTAL PROPOSED EV STALLS = 14

  - A. STANDARD STALLS = 12
    B. STANDARD ACCESSIBLE EV STALL = 1
    C. VAN ACCESSIBLE EV STALL = 1
    D. TOTAL EXISTING STALLS REMOVED = 1
- 2. TOTAL EV CHARGING STATIONS = 8
  - A. DUAL NOZZLE PEDESTAL MOUNT = 6
     B. SINGLE NOZZLE PEDESTAL MOUNT = 2
- ELECTRICAL EQUIPMENT TO BE INSTALLED
   A. CONNECT TO EXSTRING PAD MOUNTED TRANSFORMER T1943
   B. INSTALL 150XVA 27/486V-120/24GV STEPDOWN TRANSFORMER
   C. INSTALL 200A 480/277V, 400A 120/24GV, 3 PHASE COMBONATION METER PANEL WITH DISTRIBUTION
- 4. TOTAL LENGTH OF TRENCH = 300 FEET (280LF BTM, 20LF TTM)
- 5. SITE WORK IMPACT INCLUDE:

  A. ELIMINATE 1 SINGLE SPACE TO ADD ACCESSIBLE CHARGING SPOTS, SPACE USED AS LOADING ZONE

  B. PLACEMENT OF A NEW EV SWITCHBOARD IN CENTRAL LOCATION, WITH CONCRETE EQUIPMENT PAD

  C. NEW ADA RAMP, AND CROSSWALK TO FEED NEW ACCESSIBLE SPACES

### SITE CONSTRIANTS:

- ACCESS TO PEDESTRIAN WALKWAYS, NEAR PROPOSED NEW ACCESSIBLE LOCATIONS VEHICULAR TRAFFIC WITHIN PARKING LOT, DURING CONSTRUCTION NOTE PICKUP/DROPOFF AREAS WILL NOT BE AFFECTED DURING CONSTRUCTION







# **Sun Valley**



# SUN VALLEY ELEMENTARY SCHOOL 75 HAPPY LANE, SAN RAFAEL

# PROJECT SUMMARY / SCOPE OF WORK

THIS PROJECT INCLUDES THE LOCATION OF A SINGLE EV AREA FOR PARENTS, TEACHERS, AND EMPLOYEES, AT THE SUN VALLEY ELEMENTARY LOCATION. THIS EV STALL AREA WILL BE SERVICED FROM THE EXISTING TRANSFORMER AND A NEW PANELBOARD AS DETAILED IN SITE LAYOUT HEREIN.

- TOTAL PROPOSED EV STALLS = 12
   A. STANDARD STALLS = 10
   B. STANDARD ACCESSIBLE EV STALL = 1
   C. VAN ACCESSIBLE EV STALL = 1
   D. TOTAL EXISTING STALLS REMOVED = 1
- TOTAL EV CHARGING STATIONS = 7
   A. DUAL NOZZLE PEDESTAL MOUNT = 5
   B. SINGLE NOZZLE PEDESTAL MOUNT = 2
- ELECTRICAL EQUIPMENT TO BE INSTALLED
   A. USE EXISTING PAD MOUNTED TRANSFORMER
   B. INSTALL 400A SWITCHGEAR WITH PG&E METER
- 4. TOTAL LENGTH OF TRENCH = 225 FEET (175LF BTM, 50LF TTM)
- SITE WORK IMPACT INCLUDE:

  A. ELIMINATE 1 SINGLE SPACE TO ADD ACCESSIBLE CHARGING SPOTS, SPACE USED AS LOADING ZONE

  B. PLACEMENT OF A NEW EV SWITCHBOARD IN CENTRAL LOCATION, WITH CONCRETE EQUIPMENT PAD

  C. NEW ADA PATH, AND STRIPING TO FEED NEW ACCESSIBLE SPACES

  D. PARKING SPACES WHERE NEW ACCESSIBLE SPACES ARE TO BE ADDED, WILL NEED TO BE EVALUATED FOR

  COMPLIANCE WITH CURRENT STANDARDS

  E. PLANTS SHRUBS AND TREES MAY NEED TO BE REMOVED

  T. DSA APPLICATION AND FERMITTING PROCESS WILL BE REQUIRED, ALL EXISTING APPLIATIONS AND SITE

  CONDITIONS MAY NEED REEVALUATION AND REMEDIATION IF NOT IN COMPLIANCE

# SITE CONSTRIANTS:

- ACCESS TO PEDESTRIAN WALKWAYS, NEAR PROPOSED NEW ACCESSIBLE LOCATIONS VEHICULAR TRAFFIC WITHIN PARKING LOT, DURING CONSTRUCTION NOTE PICKUP/DROPOFF AREAS WILL NOT BE AFFECTED DURING CONSTRUCTION







# Coleman



# **COLEMAN ELEMENTARY SCHOOL** 800 BELLE AVENUE, SAN RAFAEL

### PROJECT SUMMARY / SCOPE OF WORK

THIS PROJECT INCLUDES THE LOCATION OF A SINGLE EV AREA FOR PARENTS, TEACHERS, AND EMPLOYEES, AT THE SUN VALLEY ELEMENTARY LOCATION. THIS EV STALL AREA WILL BE SERVICED FROM THE EXISTING TRANSFORMER AND A NEW PANELBOARD AS DETAILED IN SITE LAYOUT HEREIN.

- TOTAL PROPOSED EV STALLS = 12

  A. STANDARD STALLS = 10

  B. STANDARD ACCESSIBLE EV STALL = 1

  C. VAIR ACCESSIBLE EV STALL = 1

  D. TOTAL EXISTING STALLS REMOVED = 1
- TOTAL EV CHARGING STATIONS = 7
   A. DUAL NOZZLE PEDESTAL MOUNT = 5
   B. SINGLE NOZZLE PEDESTAL MOUNT = 2
- ELECTRICAL EQUIPMENT TO BE INSTALLED
   A. UPGRADE EXISTING OVERHEAD TRANSFORMER
   B. INSTALL 400A SWITCHGEAR WITH PG&E METER
- 4. TOTAL LENGTH OF TRENCH = 205 FEET (1901F BTM, 151F TTM)
- SITE WORK IMPACT INCLUDE:

  A. ELIMINATE 1 SINGLE SPACE TO ADD ACCESSIBLE CHARGING SPOTS, SPACE USED AS LOADING ZONE

  B. PLACEMENT OF A NEW EY SWITCHBOARD IN CENTRAL LOCATION, WITH CONCRETE EQUIPMENT PAD

  C. NEW ADA PATH, AND STRIPING TO FEED NEW ACCESSIBLE SPACES

  D. PARKING SPACES WHERE NEW ACCESSIBLE SPACES ARE TO BE ADDED, WILL NEED TO BE EVALUATED FOR COMPILANCE WITH CURRENT STANDARDS.

  E. PLANTS SHRUBS AND TREES MAY NEED TO BE REMOVED

  F. DSA APPLICATION AND PERMITTINES PROCESS WILL BE REQUIRED, ALL EXISTING APPLICATIONS AND SITE CONDITIONS MAY NEED REVALUATION AND REMEDIATION IF NOT IN COMPILANCE

# SITE CONSTRIANTS:

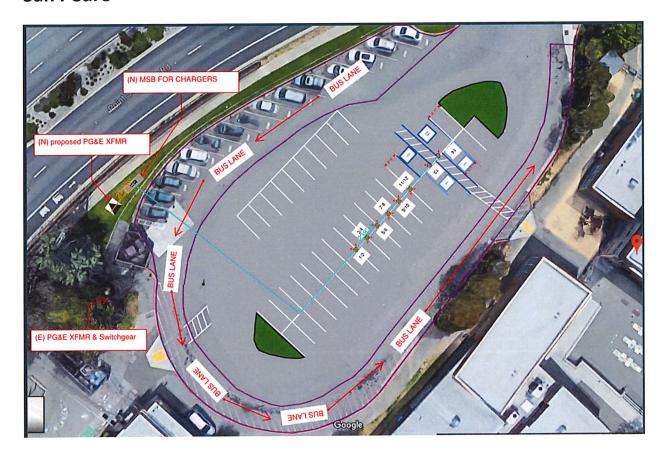
- ACCESS TO PEDESTRIAN WALKWAYS, NEAR PROPOSED NEW ACCESSIBLE LOCATIONS VEHICULAR TRAFFIC WITHIN PARKING LOT, DURING CONSTRUCTION NOTE PICKUP/DROPOFF AREAS WILL NOT BE AFFECTED DURING CONSTRUCTION







# San Pedro



# SAN PEDRO ELEMENTARY SCHOOL 498 POINT SAN PEDRO ROAD, SAN RAFAEL

# PROJECT SUMMARY / SCOPE OF WORK

THIS PROJECT INCLUDES THE LOCATION OF A SINGLE EV AREA FOR PARENTS, TEACHERS, AND EMPLOYEES, AT THE SAN PEDRO LOCATION. THIS EV STALL AREA WILL BE SERVICED FROM THE EXISTING TRANSFORMER AND A NEW PANELBOARD AS DETAILED IN SITE LAYOUT HEREIN.

- TOTAL PROPOSED EV STALLS = 15
   A. STANDARD STALLS = 13
   B. STANDARD ACCESSIBLE EV STALL = 1
   C. VAIN ACCESSIBLE EV STALL = 1
   D. TOTAL EXISTING STALLS REMOVED = 1
- TOTAL EV CHARGING STATIONS = 8
   A. DUAL NOZZLE PEDESTAL MOUNT = 7
   B. SINGLE NOZZLE PEDESTAL MOUNT = 1
- ELECTRICAL EQUIPMENT TO BE INSTALLED
   A. UPGRADE EXISTING 75KVA-120/208Y TRANSFORMER TO A 150KVA-120/208Y TRANSFORMER
   B. INSTALL 400A SWITCHGEAR WITH PG&E METER
- 4. TOTAL LENGTH OF TRENCH = 210 FEET (195LF BTM, 15LF TTM)
- SITE WORK IMPACT INCLUDE:

  A. ELIMINATE 3 INIOLE SPACE TO ADD ACCESSIBLE CHARGING SPOTS, SPACE USED AS LOADING ZONE

  B. PALEMENT OF A NEW EV SWITCHBOARD IN CENTRAL LOCATION, WITH CONCRETE EQUIPMENT PAD

  C. NEW ADA PATH, AND STRIPING TO FEED NEW ACCESSIBLE SPACES

  D. PARKING SPACES WHERE NEW ACCESSIBLE SPACES ARE TO BE ADDED, WILL NEED TO BE EVALUATED FOR COMPLIANCE WITH CURRENT STANDARDS.

  E. PLANTS SHRUBS AND TREES MAY NEED TO BE REMOVED

  F. DSA APPLICATION AND PERMITTINE PROCESSY WILL BE REQUIRED, ALL EXISTING APPLIATIONS AND SITE CONDITIONS MAY NEED REVALUATION AND REMEDIATION IF NOT IN COMPLIANCE

- ACCESS TO PEDESTRIAN WALKWAYS, NEAR PROPOSED NEW ACCESSIBLE LOCATIONS VEHICULAR TRAFFIC WITHIN PARKING LOT, DURING CONSTRUCTION NOTE PICKUP/DROPOFF AREAS WILL NOT BE AFFECTED DURING CONSTRUCTION







# SECTION 34 60 13 SAN RAFAEL CITY SCHOOLS SPECIFICATIONS ELECTRIC VEHICLE CHARGING STATIONS

# PART 1 GENERAL

### 1.1 SECTION INCLUDES

- A. Electric vehicle charging stations, include the following:
  - 1. Power Specifications
    - a. AC Power Source 208/240V, grounded, 60 Hz supply
    - b. Power to EV 30A maximum, 7.2kW@240VAC
    - c. Branch circuit protector 2-pole, common trip, 40AMP
    - d. Vehicle-to-charger connection SAEJ1772 EV Connector via 18ft. cable
    - e. Energy metering accuracy 1% at 5 min intervals; .5% capable
    - f. Standby power 5mW typical
  - 2. Safety Specifications
    - a. Personnel Protection System Charging Circuit interrupting Device (CCID) Trip Thresold 5mA, CCID 5 per UL2231-2, Auto reset with 15 min delay
    - b. Automotive Unplug Detection Charger output voltage terminated
    - Codes and standard compliance UL 2231-1, 2231-2, and UL 2594 complaint, NEC Article 625 compliant
  - 3. Network Specifications
    - a. Wide area network commercial CDMA or GPRS cellular network
    - b. Network security 128-bit AES Encryption
    - c. Smart card reader ISO 15693, ISO 14443
  - 4. Charger Status Displays
  - 5. Pedestal mount only
  - 6. Single port or dual port as defined in "Exhibit A"
  - 7. Software system as required to provide a fully functional unit plus the ability to update remotely as recommended by the manufacturer
  - 8. Rated for exterior installation

# 1.2 RELATED SECTIONS

A. Division 26 - Common Work Results for Electrical.

# 1.3 SUBMITTALS

- A. Product Data: Manufacturer's data sheets on each product to be used, including:
  - 1. Preparation instructions and recommendations.
  - 2. Storage and handling requirements and recommendations.
  - 3. Installation methods.
- B. Operation and Maintenance Data: For entire system.

# 1.4 QUALITY ASSURANCE

- A. Manufacturer Qualifications: A company with not less than 5 years of experience in manufacturing components of the type required for this project.
- B. Regulatory Requirements: Provide UL listed equipment and controls.
- 1.5 DELIVERY, STORAGE, AND HANDLING
  - A. Deliver and store products as recommended by manufacturer until installation.

### 1.6 WARRANTY

A. Warranty: Provide manufacturer's standard warranty.

# PART 2 PRODUCTS

# 2.1 MANUFACTURERS

- A. Acceptable Manufacturer: Refer to sperate document titled "EV Charge Network Approved Products".
- B. Substitutions: Not permitted.
- C. Requests for substitutions will be considered in accordance with provisions of Section 01 25 13 Product Options and Substitutions.

# PART 3 EXECUTION

# 3.1 EXAMINATION

- A. Verify that required utilities are properly sized and in correct locations.
- B. Verify that substrates are in proper condition to receive work of this section. Do not begin installation until substrates have been properly prepared.
- C. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding

# 3.2 INSTALLATION

A. Install units and accessories in accordance with approved shop drawings and manufacturer's printed instructions. Test for proper operation. Install in proper relationship with adjacent construction.

# 3.3 CLEANING AND PROTECTION

- A. Clean soiled surfaces in accordance with manufacturer's instructions.
- B. Protect components from damage until completion of project.
- C. Touch-up, repair or replace damaged products after Substantial Completion

**END OF SECTION** 



# **EV Charge Network** Approved Products



Instructions: Click on the options below to find hardware and software that meets your needs, then find and contact the approved program vendors that offer these features through the EV Charge Network Hardware & Software Guide. To remove a filter, click the icon at the top right corner of the box.

Pacific Gas and Electric Company (PG&E) does not offer preferences or recommendations for any of the approved program vendors, and program participants are responsible for determining the suitability of these products and services for their facilities. PG&E makes no representations regarding manufacturers, dealers, contractors, materials or workmanship of the products offered by these vendors, and is not liable for the quality and safety of such products.

	Locking Ports	Standard	N/A	Optional	Country of Manufacture	Mexico / USA	Philippines / USA	Portugal	USA	China	Germany	Taiwan	Taiwan / USA
Features:	Ports	1	2		Cable Retractor	Standard	Optional	N/A					
Hardware Features:	Display	ГСБ	LED	N/A Other	Extended Cable (25'+)	Standard	Optional	N/A					
	Screen	Standard	N/A	Optional	ú							-	
	Mount	Pedestal	Wall	Wall / Pole	Cable Length	18'	20'	23'	25'	19,	24'		

# Software Features:

	Load Management	Mai	Maintenance	Flexible Pricing		
	Standard	Sta	Standard	Standard		
	Optional	do	Optional	Optional		
	N/A	N/A	A	N/A		
763						
Brand / Model	Vendors		Website	Contact	Email	Phone
Andromeda Power Strada	ē					
	Andromeda Power	www.andromedapower.com		August Koster	august@andromedapower.com	714-408-1902
BTCPower EVP-2001-P						
	BTCPower	www.btcpower.com		Don Jarecki	djarecki@4fmi.com	847-374-8840
	EV Connect	www.evconnect.com		Jaime Duyck	jduyck@evconnect.com	971-373-3461
	Kitu Systems	www.kitu.io		James Pak	ChargeNetwork@kitu.io	559-274-3619
BTCPower EVP-2002-P						
	BTCPower	www.btcpower.com		Don Jarecki	djarecki@4fmi.com	847-374-8840

BTCPower EVP-2002-P	EV Connect	www.evconnect.com	Jaime Duyck	jduyck@evconnect.com	971-373-3461
	Kitu Systems	www.kitu.io	James Pak	ChargeNetwork@kitu.io	559-274-3619
ChargePoint CT4011					
	ABM	www.abm.com/electric-vehicle-charging-stations/	Van Wilkins	van.wilkins@abm.com	866-226-2838
	ChargePoint	www.chargepoint.com	Spencer Crim	spencer.crim@chargepoint.com	669-237-3420
	National Car Charging	www.nationalcarcharging.com/pages/pge	Jim Burness	pge@nationalcarcharging.com	415-513-1778
ChargePoint CT4021					
	ABM	www.abm.com/electric-vehicle-charging-stations/	Van Wilkins	van.wilkins@abm.com	866-226-2838
	ChargePoint	www.chargepoint.com	Spencer Crim	spencer.crim@chargepoint.com	669-237-3420
	National Car Charging	www.nationalcarcharging.com/pages/pge	Jim Burness	pge@nationalcarcharging.com	415-513-1778
	Verdek	www.verdek.com	Guy Mannino	gmannino@verdek.com	203-421-6477
ChargePoint CT4025					
Photocology describes a policy of the control of th	ABM	www.abm.com/electric-vehicle-charging-stations/	Van Wilkins	van.wilkins@abm.com	866-226-2838
	ChargePoint	www.chargepoint.com	Spencer Crim	spencer.crim@chargepoint.com	669-237-3420
	National Car Charging	www.nationalcarcharging.com/pages/pge	Jim Burness	pge@nationalcarcharging.com	415-513-1778
	Verdek	www.verdek.com	Guy Mannino	gmannino@verdek.com	203-421-6477
Efacec EV PC G2					
	Greenlots	www.greenlots.com	Peter Yeh	evcn@greenlots.com	415-848-1281
EVoCharge EVO30-610-001A					
	EVoCharge	www.evocharge.com	Chris David	chris.d@evocharge.com	800-930-9450 ext. 304
EVoCharge EVO30-610-002A					
	EVoCharge	www.evocharge.com	Chris David	chris.d@evocharge.com	800-930-9450 ext. 304
Innogy iL2-EVP-2					
	ABM	www.abm.com/electric-vehicle-charging-stations/	Van Wilkins	van.wilkins@abm.com	866-226-2838
Tellus Power UP160J-PMP-COM					
	Tellus Power	www.telluspowertech.com	Tony Janicki	tony_janicki@telluspower.com	949-502-1023
Tellus Power UP80J-PMP-COM					
	Tellus Power	www.telluspowertech.com	Tony Janicki	tony_janicki@telluspower.com	949-502-1023

# \*\* As of 05/01/2018 \*\*

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# AGREEMENT FOR CONSTRUCTION SERVICES (SMALL PROJECTS)

# **AGREEMENT NUMBER 19-01**

THIS CONTRACT is made and entered into this \_\_\_\_\_\_ day of \_\_\_\_\_\_,
20\_\_\_\_, by and between \_\_\_\_\_\_ ("Contractor") and San Rafael City
Schools ("District") ("Contract").

1.	. The Contractor shall furnish to the District for a total price of	
	Dollars (\$) ("Contract Price"), the following serv	/ices
	("Services" or "Work"):	
	Purchase and Install of EV Charging Stations	
	[LIST SERVICES OR ATTACH SCOPE OF WORK AND DESIGNATE AS EXHIBIT "A"]	
2	. Contractor shall perform the Work at various school sites in the school district (Site'	′)
۷.	The Project is the scope of Work performed at the Site.	٠.
	The Project is the scope of work performed at the site.	
3	. Work shall be completed within sixty (60) consecutive calendar days ("Contract	
٥.	Time") from the date specified in the District's Notice to Proceed.	
	, , , , , , , , , ,	
4.	. The Contract Documents include only the following documents, as indicated:	
	X Notice to Bidders Asbestos & Other Hazardous	
	X Instructions to Bidders Materials Certification	
	X Bid Form and Proposal Lead-Product(s) Certification	
	Roofing Project Certification	
	X Noncollusion Declaration X Insurance Certificates and	
	——— Endorsements	
	X Designated Subcontractors List X Performance Bond	
	X Notice to Proceed X Payment Bond	
	X Prevailing Wage Certification X Specifications	
	X Workers' Compensation	
	Certification X Plans	
	X Criminal Background Investigation $X$ Exhibit "A" ("Scope of Work")	
	Certification [Other]	
	X Drug-Free Workplace Certification [Other]	
	X Tobacco-Free Environment [Other]	
	Certification	
5.	. Contractor shall not commence the Work under this Contract until the Contractor ha	1S
	submitted and the District has approved the performance bond, payment (labor and	i
	material) bond, the certificate(s) and affidavit(s), and the endorsement(s) of insura	nce .
	required under the Terms and Conditions and the District has issued a Notice to Pro	ceed
_	Description of the West shall be used in accordance with the Torms and Conditions	
6.	. Payment for the Work shall be made in accordance with the Terms and Conditions.	
7	. The architect for the Project is <u>PG&amp;E and its subsidiary CEI</u> ("Architect"), the pro	piect
/٠	manager on the Project is <u>William Gong</u> ("Project Manager"), and the project	Jecc
	inspector on the Project is <u>To be Determined</u> ("Project Inspector"). Contractor	C.
	hereby acknowledges that the Architect, the Project Manager, the Project Inspector,	, and
	the Division of the State Architect have authority to approve and/or suspend Work i	f the
	Cortifications / Declarations	Dane '

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. No work shall be carried on except with the knowledge and under the inspection of said Project Inspector. Project Inspector shall have free access to any or all parts of work at any time. Contractor shall furnish Project Inspector reasonable opportunities for obtaining such information as may be necessary to keep Project Inspector fully informed respecting progress, manner of work, and character of materials. The Contractor shall be liable for any delay caused by its non-compliant Work or its failure to provide proper notification for inspection.

- 8. Inspection and acceptance of the Work shall be performed by <u>Dave Pedroli</u> of the <u>Maintenance and Operations</u> Department of the District.
- 9. Any notice required or permitted to be given under this Contract shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile or electronic transmission, addressed as follows:

<u>District</u>	Contractor
San Rafael City Schools	Name:
	ATTN:
310 Nova Albion Way #505	[ADDRESS]
San Rafael, CA 94903	
EMAIL: dzaich@srcs.org	[EMAIL]

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

- 10. Contractor shall guarantee all labor and material used in the performance of this Contract for a period of one year from the date of the District's written approval of the Work.
- 11. This Contract incorporates by this reference the Terms and Conditions attached hereto. Contractor, by executing this Contract, agrees to comply with all the Terms and Conditions.
- 12. Each party has the full power and authority to enter into and perform this Contract, and the person signing this Contract on behalf of each party has been properly authority and empowered to enter into this Contract.
- 13. By signing this Contract, Contractor certifies, under penalty of perjury, that all the information provided in the Contract Documents is true, complete, and correct.

# ACCEPTED AND AGREED on the date indicated below: Dated: \_\_\_\_\_\_\_, 20\_\_\_\_\_ Dated: \_\_\_\_\_, 20\_\_\_\_ Contractor: \_\_\_\_\_ San Rafael City Schools Signature: \_\_\_\_\_ Signature: Print Name: \_\_\_\_\_ Print Name: \_\_\_\_\_ Print Title: Print Title: \_\_\_\_\_ License No.: Address: Registration No.: Telephone: \_\_\_\_\_ Address: E-Mail: \_\_\_\_\_ Telephone: \_\_\_\_\_\_ E-Mail: \_\_\_\_\_ **Information regarding Contractor:** Type of Business Entity: \_\_\_\_ Individual Employer Identification and/or Social Security Number \_\_\_\_ Sole Proprietorship \_\_\_\_ Partnership **NOTE: Section 6041 of the Internal** \_\_\_\_ Limited Partnership \_\_\_\_ Corporation, State: Revenue Code (26 U.S.C. 6041) and \_\_\_\_ Limited Liability Company Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 \_\_ Other: \_\_\_\_\_ C.F.R. 1.6041-1) requires the recipients of \$600.00 or more to furnish their taxpayer information to the payer. In order to comply

with these requirements, the District requires the Contractor to furnish the information requested

in this section.

# **TERMS AND CONDITIONS TO CONTRACT**

- 1. **NOTICE TO PROCEED:** District shall provide a Notice to Proceed to Contractor pursuant to the Contract at which time Contractor shall proceed with the Work.
- 2. **STANDARD OF CARE:** Contractor shall perform, diligently prosecute and complete the Work in a good and workmanlike manner within the Contract Time, and in strict conformity with all Contract Documents.
- 3. **SITE EXAMINATION:** Contractor has examined the Site and certifies that it accepts all measurements, specifications and conditions affecting the Work to be performed at the Site. By submitting its bid, Contractor warrants that it has made all Site examination(s) that it deems necessary as to the condition of the Site, its accessibility for materials, workers and utilities, and Contractor's ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed as to any other undiscovered condition on the Site.
- 4. **PERMITS. LICENSES AND REGISTRATION:** Contractor and all of its employees, agents, and subcontractors shall secure and maintain in force, at Contractor's sole cost and expense, all licenses, registration and permits as are required by law, in connection with the furnishing of materials, supplies, or services herein listed.
- 5. **PROJECT INSPECTION CARD:** Contractor shall verify that forms DSA 152 Project Inspection Card (or current version) are issued for the Project prior to commencement of construction.
- 6. **NOTIFICATION:** Contractor shall notify the Architect and Project Inspector, in writing, of the commencement and completion of construction of each and every aspect of the work at least 48 hours in advance by submitting form DSA 156 (or the most current version) to the Project Inspector. Forms are available on the DSA's website at: http://www.dgs.ca.gov/dsa/Forms.aspx.
- 7. **LABOR, MATERIALS AND EQUIPMENT:** Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the services herein described, the services to be performed at such times and places as directed by and subject to the approval of the authorized District representative indicated in the Work specifications attached hereto. Unless otherwise specified, all materials shall be new and previously unused, and of the manufacturer's latest model or the best of their respective kinds and grades as noted or specified, and workmanship shall be of good quality.
- 8. **SUBSTITUTIONS:** No substitutions of material from those specified in the Work Specifications shall be made without the prior written approval of the District. Contractor shall be responsible for any re-design costs occasioned by District's acceptance and/or approval of any substitute, as well as any costs that the District incurs for professional services, including DSA fees. District may deduct those costs from any amounts owing to Contractor for the review of the request for substitution, even if the request for substitution is not approved. Contractor shall, in the event that a substitute is less costly than that specified, credit the District with one-hundred percent (100%) of the net difference between the substitute and the originally specified material.
- 9. **INDEPENDENT CONTRACTOR STATUS:** While engaged in carrying out the Services of this Contract, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District. Contractor shall be solely responsible for its own Worker's Compensation insurance, taxes, and other similar charges or obligations. Contractor shall be liable for its own actions, including its negligence or gross negligence, and shall be liable for the acts, omissions, or errors of its agents or employees.
- 10. **CONTRACTOR SUPERVISION:** Contractor shall provide competent supervision of personnel employed on the job Site, use of equipment, and quality of workmanship.
- 11. **WORKERS:** Contractor shall at all times enforce strict discipline and good order among its employees and the employees of its subcontractors and shall not employ or work any unfit person or anyone not skilled in work assigned to him or her. Any person in the employ of the Contractor or a subcontractor whom the District may deem incompetent or unfit shall be dismissed from the Site and shall not again be employed at Site without written consent from the District.
- 12. **SUBCONTRACTORS:** Subcontractors, if any, engaged by the Contractor for any Service or Work under this Contract shall be subject to the approval of the District. Contractor agrees to bind

- every subcontractor by the terms of the Contract as far as such terms are applicable to subcontractor's work, including, without limitation, all registration, indemnification, insurance, bond, and warranty requirements. If Contractor shall subcontract any part of this Contract, Contractor shall be fully responsible to the District for acts and omissions of its subcontractor and of persons either directly or indirectly employed by itself. Nothing contained in the Contract Documents shall create any contractual relations between any subcontractor and the District.
- 13. **SAFETY AND SECURITY:** Contractor is responsible for maintaining safety in the performance of this Contract. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.
- 14. **CLEAN UP:** Debris shall be removed from the Site. The Site shall be in order at all times when work is not actually being performed and shall be maintained in a reasonably clean condition.
- 15. **PROTECTION OF WORK AND PROPERTY:** Contractor shall erect and properly maintain at all times, as required by conditions and progress of the Work, all necessary safeguards, signs, barriers, lights, and security persons for protection of workers and the public, and shall post danger signs warning against hazards created by the Work. In an emergency affecting life and safety of life or of Work or of adjoining property, Contractor, without special instruction or authorization from District, is permitted to act at his discretion to prevent such threatened loss or injury.
- 16. **FORCE MAJEURE:** The Contractor shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining delivery, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants, or facilities by the government, when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the Contractor.
- 17. **CORRECTION OF ERRORS:** Contractor shall perform, at its own cost and expense and without reimbursement from the District, any work necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care required herein.
- 18. DISTRICT'S RIGHT TO PERFORM WORK: If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this Contract, the District, after FORTY-EIGHT (48) hours written notice to the Contractor, may make good such deficiencies, without prejudice to any other remedy it may have, including but not limited to the District hiring its own forces or another contractor to replace the Contractor's nonconforming Work, in which case the District shall either issue a deductive Change Order, a Construction Change Directive, or invoice the Contractor for the cost of that work. Contractor shall pay any invoices within thirty (30) days of receipt of same or District may withhold those amounts from payment(s) to Contractor.
- 19. **ACCESS TO WORK:** District representatives, Architect, and Project Inspector shall at all times have access to the Work wherever it is in preparation or in progress. Contractor shall provide safe and proper facilities for such access.
- 20. **OCCUPANCY:** District reserves the right to occupy buildings at any time before formal Contract completion and such occupancy shall not constitute final acceptance or approval of any part of the Work covered by this Contract, nor shall such occupancy extend the date specified for completion of the Work.
- 21. **PAYMENT:** On a monthly basis, Contractor shall submit an application for payment based upon the estimated value for materials delivered or services performed under the Contract as of the date of submission ("Application for Payment"). Within thirty (30) days after District's approval of the Application for Payment, Contractor shall be paid a sum equal to ninety-five percent (95%) of the value of the Work performed (as verified by Architect and Inspector and certified by Contractor) up to the last day of the previous month, less the aggregate of previous payments and amount to be withheld. The District may withhold or deduct from any payment an amount necessary to protect the District from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the District in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop payment notices as allowed by

state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract price or by the scheduled completion date; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of the Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by District during the prosecution of the Work; (9) erroneous or false estimates by the Contractor of the value of the Work performed; (10) any sums representing expenses, losses, or damages, as determined by the District, incurred by the District for which Contractor is liable under the Contract; and (11) any other sums which the District is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including section 1727 of the California Labor Code. The failure by the District to deduct any of these sums from a progress payment shall not constitute a waiver of the District's right to such sums. The District shall retain 5% from all amounts owing as retention. Retention shall be paid pursuant to Public Contract Code sections 7107, 7200 and 7201.

- 22. **CHANGE IN SCOPE OF WORK:** Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted unless such change, addition, or deletion is approved in advance and in writing by a valid change order executed by the District. Contractor specifically understands, acknowledges, and agrees that the District shall have the right to request any alterations, deviations, reductions, or additions to the Project or Work, and the cost thereof shall be added to or deducted from the amount of the Contract Price by fair and reasonable valuations. Contractor also agrees to provide the District with all information requested to substantiate the cost of the change order and to inform the District whether the Work will be done by the Contractor or a subcontractor. In addition to any other information requested, Contractor shall submit, prior to approval of the change order, its request for a time extension (if any), as well as all information necessary to substantiate its belief that such change will delay the completion of the Work. If Contractor fails to submit its request for a time extension or the necessary supporting information, it shall be deemed to have waived its right to request such extension.
- 23. **INDEMNIFICATION:** To the furthest extent permitted by California law, Contractor shall indemnify and hold harmless the District, their agents, representatives, officers, consultants, employees, and volunteers (the "Indemnified Parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "claims") of any kind, nature, and description, including, but not limited to, attorneys' fees and costs, directly or indirectly arising from personal or bodily injuries, death, property damage, or otherwise arising out of, connected with, or resulting from the performance of this Contract unless the claims are caused wholly by the sole or active negligence or willful misconduct of the indemnified parties. Contractor shall, to the furthest extent permitted by California law, defend the Indemnified Parties at Contractor's own expense, including attorneys' fees and costs, from any and all claims directly or indirectly arising from personal or bodily injuries, death, property damage, or otherwise arising out of, connected with, or resulting from the performance of this Contract unless the claims are caused wholly by the sole or active negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the District.
- 24. **PAYMENT BOND AND PERFORMANCE BOND:** Contractor shall not commence the Work until it has provided to the District, in a form acceptable to the District, a Payment (Labor and Material) Bond and a Performance Bond, each in an amount equivalent to one hundred percent (100%) of the Contract Price issued by a surety admitted to issue bonds in the State of California and otherwise acceptable to the District.

# 25. CONTRACTOR'S INSURANCE:

27.1 The Contractor shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

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

- 27.1.1 Commercial General Liability and Automobile Liability Insurance.

  Commercial General Liability Insurance and Any Auto Automobile Liability
  Insurance that shall protect the Contractor, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services.

  (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)
- 27.1.2 Workers' Compensation and Employers' Liability Insurance. Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Contractor shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Contract are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.
- 27.2 **Proof of Carriage of Insurance**. The Contractor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:
  - 27.2.1 A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."
  - 27.2.2 Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.
  - 27.2.3 An endorsement stating that the District and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by District. An endorsement shall also state that there shall be a waiver of any subrogation.
  - 27.2.4 All policies except the Professional Liability, Workers' Compensation Insurance, and Employers' Liability Insurance Policies shall be written on an occurrence form.
- 27.3 **Acceptability of Insurers**. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.

- 26. **WARRANTY/QUALITY:** Unless a longer warranty is called for elsewhere in the Contract Documents, the Contractor, manufacturer, or their assigned agents shall guarantee the workmanship, product or service performed against defective workmanship, defects or failures of materials for a minimum period of one (1) year from filing the Notice of Completion with the county in which the Site is located. All workmanship and merchandise must be warranted to be in compliance with applicable California energy, conservation, environmental, and educational standards.
- 27. **CONFIDENTIALITY:** The Contractor shall maintain the confidentiality of all information, documents, programs, procedures, and all other items that Contractor encounters while performing the Contractor's Work to the extent allowed by law. This requirement shall be ongoing and shall survive the expiration or termination of this Contract and specifically includes all student, parent, and disciplinary information.
- 28. **LIMITATION OF DISTRICT LIABILITY.** District's financial obligations under this Contract shall be limited to the payment of the compensation provided in this Contract. Notwithstanding any other provision of this Contract, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Contract for the services performed in connection with this Contract.
- 29. **COMPLIANCE WITH LAWS:** Contractor shall give all notices and comply with all laws, ordinance, rules and regulations bearing on conduct of the Work as indicated or specified. If Contractor observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.
- 30. **LABOR CODE REQUIREMENTS**: The Contractor shall comply with all applicable provisions of the California Labor Code, Division 3, Part 7, Chapter 1, Articles 1 5, including, without limitation, the payment of the general prevailing per diem wage rates for public work projects of more than one thousand dollars (\$1,000). Copies of the prevailing rate of per diem wages are on file with the District. In addition, the Contractor and each subcontractor shall comply with Chapter 1 of Division 2, Part 7 of the California Labor Code, beginning with Section 1720, and including Section 1735, 1777.5 and 1777.6, forbidding discrimination, and Sections 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Contractor or subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive public works contracts.
  - 32.1 **Registration**: Contractor and its subcontractor(s) shall be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 and in accordance with Labor Code section 1771.1.
  - 22.2 **Certified Payroll Records**: Contractor and its subcontractor(s) shall upload certified payroll records ("CPR") electronically using DIR's eCPR System by uploading the CPRs by electronic XML file or entering each record manually using the DIR's iform (or current form) online on a weekly basis and within ten (10) days of any request by the District or Labor Commissioner at http://www.dir.ca.gov/Public-Works/Certified/Payroll-Reporting.html or current application and URL, showing the name, address, social security number, work classification, straight time, and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Contractor and/or each subcontractor in connection with the Work.
  - 32.3 **Labor Compliance**: Contractor shall perform the Work of the Project while complying with all the applicable regulations, including section 16000, et seq., of Title 8 of the California Code of Regulations and is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations.

- 31. **ANTI-DISCRIMINATION:** It is the policy of the District that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment Practice Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).
- 32. **ANTI-TRUST CLAIM**: Contractor and its subcontractor(s) agree to assign to the District all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or a subcontract. This assignment shall be made and become effective at the time the District tenders final payment to the Contractor, without further acknowledgment by the parties.
- 33. **DISPUTES**: In the event of a dispute between the parties as to performance of the Work, the interpretation of this Contract, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute by those procedures set forth in Public Contract Code section 20104, et seq., if applicable. Pending resolution of the dispute, Contractor agrees it will neither rescind the Contract nor stop the progress of the Work, but will allow determination by the court of the State of California, in the county in which the District's administration office is located, having competent jurisdiction of the dispute. All claims of over \$375,000, which are outside the scope of Public Contract Code section 20104, et seq., may be determined by mediation if mutually agreeable, otherwise by litigation. Notice of the demand for mediation of a dispute shall be filed in writing with the other party to the Contract. The demand for mediation of any claim of over \$375,000 shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice, and the demand shall not be made later than the time of Contractor submission of the request for final payment. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Contractor shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Contractor's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the claimant submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.
- 34. **ATTORNEY FEES/COSTS:** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
- 35. TERMINATION: If Contractor fails to perform the Services and Contractor's duties to the satisfaction of the District, or if Contractor fails to fulfill in a timely and professional manner Contractor's obligations under this Contract, or if Contractor violates any of the terms or provisions of this Contract, District shall have the right to terminate this Contract effective immediately upon the District giving written notice thereof to the Contractor. The Contractor and its performance bond surety, if any, shall be liable for all damages caused to the District by reason of the Contractor's failure to perform and complete the Contract. District shall also have the right in its sole discretion to terminate the Contract for its own convenience upon District giving three (3) days written notice thereof to the Contractor. In case of a termination for convenience, Contractor shall be paid for the actual cost for labor, materials, and services performed that is unpaid and can be documented through timesheets, invoices, receipts, or otherwise, and five percent (5%) of the total cost of Work performed as of the date of termination, or five percent (5%) of the value of the Work yet to be performed, whichever is less. This five percent (5%) shall be full compensation for all of Contractor's and its subcontractor(s)' mobilization and/or demobilization costs and any anticipated loss profits resulting from termination of the Contractor for convenience. Termination shall have no effect upon any of the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of termination.

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

# **DOCUMENT 01 25 13**

# PRODUCT OPTIONS AND SUBSTITUTIONS

### **PART 1 - GENERAL**

# 1.1 RELATED DOCUMENTS AND PROVISIONS

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. Instructions to Bidders;
- B. General Conditions, including, without limitation, Substitutions For Specified Items; and
- C. Special Conditions.

# 1.2 SUBSTITUTIONS OF MATERIALS AND EQUIPMENT

- A. Catalog numbers and specific brands or trade names followed by the designation "or equal" are used in conjunction with material and equipment required by the Specifications to establish the standards of quality, utility, and appearance required. Substitutions which are equal in quality, utility, and appearance to those specified may be reviewed subject to the provisions of the General Conditions.
- B. Wherever more than one manufacturer's product is specified, the first-named product is the basis for the design used in the work and the use of alternative-named manufacturers' products or substitutes may require modifications in that design. If such alternatives are proposed by Contractor and are approved by the District and/or the Architect, Contractor shall assume all costs required to make necessary revisions and modifications of the design resulting from the substitutions requested by the Contractor.
- C. When materials and equipment are specified by first manufacturer's name and product number, second manufacturer's name and "or approved equal," supporting data for the second product, if proposed by Contractor, shall be submitted in accordance with the requirements for substitutions. The District's Board has found and determined that certain item(s) shall be used on this Project based on the purpose(s) indicated pursuant to Public Contract Code section 3400(c). These findings, as well as the products and brand or trade names, have been identified in the Notice to Bidders.
- D. The Contractor will not be allowed to substitute specified items unless the request for substitution is submitted as follows:
  - (1) District must receive any notice of request for substitution of a specified item a minimum of ten (10) calendar days prior to bid opening.

- (2) Within 35 days after the date of the Notice of Award, the Contractor 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 technical Specifications. Insufficient information shall be grounds for rejection of substitution.
- E. If the District and/or Architect, in reviewing proposed substitute materials and equipment, require revisions or corrections to be made to previously accepted Shop Drawings and supplemental supporting data to be resubmitted, Contractor shall promptly do so. If any proposed substitution is judged by the District and/or Architect to be unacceptable, the specified material or equipment shall be provided.
- F. Samples may be required. Tests required by the District and/or Architect for the determination of quality and utility shall be made at the expense of Contractor, with acceptance of the test procedure first given by the District.
- G. In reviewing the supporting data submitted for substitutions, the District and/or Architect will use for purposes of comparison all the characteristics of the specified material or equipment as they appear in the manufacturer's published data even though all the characteristics may not have been particularly mentioned in the Contract Documents. If more than two (2) submissions of supporting data are required, the cost of reviewing the additional supporting data shall be borne by Contractor, and the District will deduct the costs from the Contract Price. The Contractor shall be responsible for any re-design costs occasioned by District's acceptance and/or approval of any substitute.
- H. The Contractor shall, in the event that a substitute is less costly than that specified, credit the District with one hundred percent (100%) of the net difference between the substitute and the originally specified material. In this event, the Contractor agrees to execute a deductive Change Order to reflect that credit. In the event Contractor furnishes a material, process, or article more expensive than that specified, the difference in the cost of that material, process, or article so furnished shall be borne by Contractor.
- I. In no event shall the District be liable for any increase in Contract Price or Contract Time due to any claimed delay in the evaluation of any proposed substitute or in the acceptance or rejection of any proposed substitute.

PART 2 - PRODUCTS Not Used.

PART 3 - EXECUTION Not Used.

END OF DOCUMENT

# **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.

San Rafael City Schools ("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"):

## Electrical Vehicle Charger Stations

- 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.
  - a. 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 Dan Zaich 415-492-3285. 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 or posted on the District's website at http://www.srcsbondprogram.org/domain/16. Questions received less than <a href="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. Discrepancies between written words and figures, or words and numerals, will be resolved in favor of figures or numerals.
- 26. Bidders in contention for contract awards shall be required to attend a Post-Bid interview, which will be set within three (3) calendar days following bid opening. A duly authorized representative of the apparent low bidder is required to attend the

Post Bid Interview, in person. The apparent low bidder's authorized representative(s) must have (1) knowledge of how the bid submitted was prepared, (2) the person responsible for supervising performance of the Work, and (3) the authority to bind the apparent low bidder. Failure to attend the Post Bid Interview as scheduled will be considered just cause for the District to reject the Bid as nonresponsive.

- 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. 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. Drug-Free Workplace Certification.
  - i. Tobacco-Free Environment Certification.
  - j. Criminal Background Investigation/Fingerprinting Certification.
  - k. Registered Subcontractors List: Must include Department of Industrial Relations (DIR) registration number of each subcontractor for all tiers.
- 29. Time for Completion: District may issue a Notice to Proceed within **NINETY** (90) 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.
- 30. 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.
- 31. 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.
- 32. 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.

### DOCUMENT 00 41 13

## **BID FORM AND PROPOSAL**

To: Governing Board of San Rafael City Schools ("	District" or "Ov	vner")			
From:(Proper Name of Bidder)					
(Proper Name of Bidder)					
The undersigned declares that Bidder has read and understands the Contract Documents, including, without limitation, the Notice to Bidders and the Instructions to Bidders, and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all work in accordance with the terms and conditions of the Contract Documents, including, without limitation, the Drawings and Specifications of 3. Including, for the following project known as:					
("Project" or "Contract") and will accept in full payme lump sum amount, all taxes included:	nt for that Wor	k the following total			
	dollars	\$			
BASE BID - Terra Linda High School					
BASE BID – San Rafael High School	dollars	\$			
BASE BID - Sall Kalael High School					
BASE BID – Glenwood Elementary	dollars	\$			
	dollars	\$			
BASE BID – San Pedro Elementary	dollars	Ψ			
	dollars	\$			
BASE BID - Davidson Middle School					
BASE BID – TOTAL	dollars	\$			
DASE DID - IVIAL					

**SAN RAFAEL CITY SCHOOLS** 

BID FORM AND PROPOSAL

DOCUMENT 00 41 13-1

### **Additive/Deductive Alternates:**

Alternate		
#1 – Coleman Elementary	_ dollars	\$
	_ dollars	\$
#2 – Sun Valley Elementary  Descriptions of alternates are primarily scope definitions full range of materials and processes needed to complete	and do not no	ecessarily detail the
Unit Pricing:	the construc	NIOTH
#1 – Dual Port	_ dollars	\$
#2 – Single Port	_ dollars	\$
Unit pricing shall include all labor, materials, services profit, overhead, insurance, bonds, taxes, and all other i subcontractors, and suppliers.	ncidental cost	s of Contractor,
Where scope of Work is decreased, all Work pertaining to or not, shall be omitted, and where scope of Work is increasequired to render same ready for use on the Project in ac Drawings and Specifications shall be included in the above	ased, all work cordance with	pertaining to that item intentions of the

## **Additional Detail Regarding Calculation of Base Bid**

- 1. 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.
- 2. 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.
- 3. 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.
- 4. The liquidated damages clause of the General Conditions and Agreement is hereby acknowledged.
- 5. 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.
- 6. The following documents are attached hereto:
  - Bid Bond on the District's form or other security
  - Designated Subcontractors List
  - Non-Collusion Declaration
- 7. Receipt and acceptance of the following Addenda is hereby acknowledged:

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

- 8. Bidder acknowledges that the license required for performance of the Work is a \_\_\_\_\_\_ license.
- 9. Bidder 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.
- 10. Bidder specifically acknowledges and understands that if it is awarded the Contract,

SAN RAFAEL CITY SCHOOLS

**BID FORM AND PROPOSAL** 

that it shall perform the Work of the Project while complying with all requirements of the Department of Industrial Relations.

- 11. Bidder hereby certifies that its bid includes sufficient funds to permit Bidder to comply with all local, state or federal labor laws or regulations during the Project, including payment of prevailing wage, and that Bidder will comply with the provisions of Labor Code section 2810(d) if awarded the Contract
- 12. 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	. of Bidder:	
Telephone Number:		
Fax Number:		

E-mail:		_ Web Page:	
Contractor's License No(s):	No.:	Class:	Expiration Date:
	No.:	Class:	Expiration Date:
	No.:	Class:	Expiration Date:
Public Works Contractor Registration No.:			

#### **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"),
andSurety ("Surety"), a corporation organized and existing unthe State of and authorized to do business as a sare held and firmly bound unto San Rafael City Schools ("I California, as Obligee, in an amount equal to ten percent (alternates, in the sum of	surety in the State of California, District") of Marin County, State of
	Dollars (\$)
lawful money of the United States of America, for the payr to be made, we, and each of us, bind ourselves, our heirs, successors, and assigns, jointly and severally, firmly by th	, executors, administrators,
THE CONDITION OF THIS OBLIGATION IS SUCH that when bid to the District for all Work specifically described in the following project:	accompanying bid for the
NOW, THEREFORE, if the Principal is awarded the Contract required under the Contract Documents, after the prescrib Principal for signature, enters into a written contract, in the with the bid, and files two bonds, one guaranteeing faithful guaranteeing payment for labor and materials as required conditions to the Contract between the Principal and the Contract between the Principal and the Contract by the Obligee through failure of the Principal to and to file the required performance and labor and materic conditions to the Contract between the Principal and the Contract obligation shall be null and void; otherwise, it shall be effect. The full payment of the sum stated above shall be to execute the Contract within seven (7) days of the date Principal.	ped forms are presented to the prescribed form in accordance all performance and the other by law, and meets all other Obligee becoming effective, or if Obligee from any damage of enter into the written contract all bonds, and to meet all other Obligee becoming effective, then a and remain in full force and due immediately if Principal fails
Surety, for value received, hereby stipulates and agrees the alteration or addition to the terms of the Contract or the conformed thereunder, or the specifications accompanying its obligation under this bond, and it does hereby waive not extension of time, alteration or addition to the terms of the	call for bids, or to the work to be g the same, shall in any way affect otice of any such change,

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.

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

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

PROJECT:\_\_\_\_\_

California contractor licer render service to the Bid fabricate and install a po- plans and specifications i	agrees that it must clearly set forth below the name, location and use number of each subcontractor who will perform work or labor or der in or about the construction of the Work or who will specially ration of the Work according to detailed drawings contained in the nan amount in excess of one-half of one percent (0.5%) of ad the kind of Work that each will perform. Vendors or suppliers of the detailed.
Bidder lists more than on perform that portion itself	agrees that, if Bidder fails to list as to any portion of Work, or if e subcontractor to perform the same portion of Work, Bidder must f or be subjected to penalty under applicable law. In case more anamed for the same kind of Work, state the portion of the kind of actor will perform.
or in addition to those su subcontractors that will p	called for and Bidder intends to use subcontractors different from bcontractors listed for work under the Base Bid, Bidder must list erform Work in an amount in excess of one half of one percent Base Bid plus alternate(s).
If further space is require of page 2 showing the re	ed for the list of proposed subcontractors, attach additional copies quired information, as indicated below.
Subcontractor Name:	
CA Cont. Lic. #:	Location:
Portion of Work:	
	Location:
CA Cont. Lic. #:	Location:
Portion of Work:	
Subcontractor Name:	
	Location:
CA COIR, LIC. #.	Eocation

Portion of Work: \_\_\_\_\_

DESIGNATED SUBCONTRACTORS LIST DOCUMENT 00 43 36-1

SAN RAFAEL CITY SCHOOLS

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

### DOCUMENT 00 45 19

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

The undersigned declares		
The bid is not made in the company, association, org sham. The bidder has not a false or sham bid. The bor agreed with any bidder The bidder has not in any communication, or confere bidder, or to fix any overhother bidder. All statement indirectly, submitted his or divulged information or association, organization,	e interest of, or on behalf of panization, or corporation. I directly or indirectly induced bidder has not directly or indirectly or anyone else to put in a manner, directly or indirectly or indirec	, the party making the foregoing bid.  If, any undisclosed person, partnership, The bid is genuine and not collusive or ed or solicited any other bidder to put in directly colluded, conspired, connived, sham bid, or to refrain from bidding. ctly, sought by agreement, bid price of the bidder or any other at of the bid price, or of that of any true. The bidder has not, directly or kdown thereof, or the contents thereof, any corporation, partnership, company, member or agent thereof, to effectuate a pay, any person or entity for such
partnership, joint venture	, limited liability company, sents that he or she has fu	bidder that is a corporation, limited liability partnership, or any all power to execute, and does execute,
	perjury under the laws of ect and that this declaration	the State of California that the n is executed on
at		[Date]
at[City]	, [State]	
Date:		<u> </u>
Proper Name of Bidder:		
Signature:		
Print Name:		
Title:		

#### **DOCUMENT 00 45 26**

## **WORKERS' COMPENSATION CERTIFICATION**

("Distri	ct") an	ITRACT NO.: d "Project").		between San Rafael City School ("Contractor" or "Bidde	ols r")
Labor (	Code se	ection 3700, in r	relevant part, provides:		
	Every employer except the State shall secure the payment of compensation more of the following ways:				ne or
	a.	By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state; and/or			d/or
	b.	self-insure, whi		Relations a certificate of conse shing proof satisfactory to the self-insure and to pay any employees.	nt to
I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.					
Date:					
Proper	Name	of Contractor:			
Signati	ure:				
Print N	ame:				
Title:					
(In acc	ordano and fil	ce with Labor Co ed with the awa	ode sections 1860 and 1861, ording body prior to performi	the above certificate must be ng any Work under this Contra	ct.)

### DOCUMENT 00 45 46.01

## PREVAILING WAGE AND RELATED LABOR REQUIREMENTS CERTIFICATION

PROJECT/CONTRACT NO.: _ ("District") and or "Bidder") ("Contract" or "Program or "Prog		between San Rafael City Schools ("Contracto	s or"
payroll records, and apprentic	illing wages, benefits, on-sit ce and trainee employment i out limitation, labor compliai	nia Public Works Contract e audits with 48-hours' notice, requirements, for all Work on the nce monitoring and enforcement	e by
Provisions regarding minimun and trainee employment requ	ify that I will also conform to n wages, withholding, payro irements, equal employmen Davis-Bacon and Related Act Act requirements, and any a	o the Federal Labor Standards Ils and basic records, apprentice it opportunity requirements, requirements, Contract Work and all other applicable	
Date:			
Proper Name of Contractor:			
Signature:			
Print Name:			
Title:			

#### DOCUMENT 00 45 46.03

#### DRUG-FREE WORKPLACE CERTIFICATION

PROJECT/CONTRACT NO.:	betweer	า San	Rafael	City Schools
("District") and				("Contractor
or "Bidder") ("Contract" or "Project").				

This Drug-Free Workplace Certification form is required from the successful Bidder pursuant to Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any state agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a state agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

The District is not a "state agency" as defined in the applicable section(s) of the Government Code, but the District is a local agency and public school district under California law and requires all contractors on District projects to comply with the provisions and requirements of the Drug-Free Workplace Act of 1990.

Contractor must also comply with the provisions of Health & Safety Code section 11362.3 which prohibits the consumption or possession of cannabis or cannabis products in any public place, including school grounds, and specifically on school grounds while children are present.

Contractor shall certify that it will provide a drug-free workplace by doing all of the following:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition.
- b. Establishing a drug-free awareness program to inform employees about all of the following:
  - (1) The dangers of drug abuse in the workplace.
  - (2) The person's or organization's policy of maintaining a drug-free workplace.
  - (3) The availability of drug counseling, rehabilitation, and employee-assistance programs.
  - (4) The penalties that may be imposed upon employees for drug abuse violations.
- c. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required above, and that, as a

condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by section 8355(a), and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the District determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of section 8355, that the Contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of the aforementioned Act.

I acknowledge that I am aware of the provisions of and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990 and Health and Safety Code section 11362.3.

Date:			
Proper Name of Contractor:			
Signature:			
Print Name:		9	
Title:			
	END OF DOCUMENT		

#### DOCUMENT 00 45 46.04

## **TOBACCO-FREE ENVIRONMENT CERTIFICATION**

	between San Rafael City Schools
("District") and or "Bidder") ("Contract" or "P	roject").
This Tobacco-Free Environme	nt Certification form is required from the successful Bidder.
Health & Safety Code section et seq., all District sites, incluand the use of tobacco production. District property includes schewehicles owned by others whithe use of any electronic smooth in any form, and the use of a prohibition of tobacco smokin	n, 20 U.S.C. section 6083, Labor Code section 6400 et seq., 104350 et seq., Business and Professions Code section 22950 ding the Project site, are tobacco-free environments. Smoking its by all persons is prohibited on or in District property. Fool buildings, school grounds, school-owned vehicles and e on District property. The prohibition on smoking includes king device that creates an aerosol or vapor, in any manner or my oral smoking device for the purpose of circumventing the g. Further, Health & Safety Code section 11362.3 prohibits is or cannabis products in any place where smoking tobacco is
at District sites, including the requirements of that policy as	re of the District's policy regarding tobacco-free environments Project site and hereby certify that I will adhere to the ad not permit any of my firm's employees, agents, subcontractors' employees or agents, to use tobacco and/or
Date:	
Proper Name of Contractor:	
Signature:	
Print Name:	
Title:	
	END OF DOCUMENT

#### **DOCUMENT 00 45 46.08**

## <u>CRIMINAL BACKGROUND INVESTIGATION</u> <u>/FINGERPRINTING CERTIFICATION</u>

("E	OJECT/CONTRACT NO.: _ District") and	("Contractor"
or	"Bidder") ("Contract" or "	Project").
The	e undersigned does hereb	by certify to the governing board of the District as follows:
Ιa	at I am a representative of mean familiar with the facts ecute this certificate on b	of the Contractor currently under contract with the District; that herein certified; and that I am authorized and qualified to ehalf of Contractor.
Cor	ntractor certifies that it h nstruction Project that is	as taken at least one of the following actions with respect to the the subject of the Contract (check all that apply):
	requirements of Education employees who may have pursuant to the Contract of fingerprints such that of those employees has	proprietor and intends to comply with the fingerprinting on Code section 45125.1(k) with respect to all Contractor's we contact with District pupils in the course of providing services t, and hereby agrees to the District's preparation and submission the California Department of Justice may determine that none been convicted of a felony, as that term is defined in Education No work shall commence until such determination by DOJ has
	authorized to execut	trict official, I am familiar with the facts herein certified, and am e this certificate on behalf of the District and undertake to Contractor's fingerprints as if he or she was an employee of the
	Date:	
	District Representati	ve's Name and Title:
	District Representati	ve's Signature:
	requirements of Educative mployees and all of its pupils in the course of p Department of Justice hof a felony, as that term accurate list of Contract	not a sole proprietor, has complied with the fingerprinting on Code section 45125.1 with respect to all Contractor's Subcontractors' employees who may have contact with District roviding services pursuant to the Contract, and the California as determined that none of those employees has been convicted is defined in Education Code section 45122.1. A complete and or's employees and of all of its subcontractors' employees who th District pupils during the course and scope of the Contract is
	to commencement of W	ode section 45125.2, Contractor has installed or will install, prior ork, a physical barrier at the Work Site, that will limit contact nployees and District pupils at all times; and/or

	Pursuant to Education Code section 45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained, or as described below, will ascertain, has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor's and its subcontractors' employees is:
	Name:
	Title:
	<b>NOTE</b> : If the Contractor is a sole proprietor, and elects the above option, Contractor must have the above-named employee's fingerprints prepared and submitted by the District, in accordance with Education Code section 45125.1(k). No work shall commence until such determination by DOJ has been made.
	As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District and undertake to prepare and submit Contractor's fingerprints as if he or she was an employee of the District.
	Date:
	District Representative's Name and Title:
	District Representative's Signature:
	The Work on the Contract is either (i) at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of the Contract shall come in contact with the District pupils or (ii) Contractor's employees or any subcontractor or supplier of any tier of the Contract will have only limited contact, if any, with District pupils and the District will take appropriate steps to protect the safety of any pupils that may come in contact with Consultant's employees, subcontractors or suppliers so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Contractor under the Contract.
	As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.
	Date:
	District Representative's Name and Title:
	District Representative's Signature:
Su reg	ntractor's responsibility for background clearance extends to all of its employees, bcontractors, and employees of Subcontractors coming into contact with District pupils gardless of whether they are designated as employees or acting as independent ntractors of the Contractor.
Pro Sig Pri	te:  oper Name of Contractor:  gnature:  nt Name:  de:

**SAN RAFAEL CITY SCHOOLS** 

### **DOCUMENT 00 55 00**

## **NOTICE TO PROCEED**

Dated:	, 20	
TO:	("Contractor")	
	( Contractor )	
	ONTRACT NO.:istrict") and Contractor ("Contract").	
obligations	ified that the Contract Time under the about the contract Documents. In accordance the date of completion is	ou are to start performing your ance with the Agreement executed by
	ubmit the following documents by 5:00 p.n e date of this Notice to Proceed:	n. of the TENTH (10th) calendar day
a.	Contractor's preliminary schedule of cor	estruction.
b.	Contractor's preliminary schedule of val	ues for all of the Work.
С.	Contractor's preliminary schedule of sub Product Data, and Samples submittals	omittals, including Shop Drawings,
d.	Contractor's Safety Plan specifically ada	pted for the Project.
e.	Registered Subcontractors List: A compinctuding the name, address, telephone number, California State Contractors Lic Department of Industrial Relations regis of all Subcontracts.	number, email address, facsimile cense number, license classification,
Thank you.	We look forward to a very successful Proj	ect.
	SAN RAFA	EL CITY SCHOOLS
	BY:	
	NAME:	
	TITLE:	

END OF DOCUMENT

NOTICE TO PROCEED DOCUMENT 00 55 00-1

#### 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 San Rafael City Schools, ("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:
19-01 EV Chargers
("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 ("Surety") are held
Dollars (\$), lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents, to:

- Promptly perform all the work required to complete the Project; and
- Pay to the District all damages the District incurs as a result of the Principal's failure to perform all the Work required to complete the Project.

Or, at the District's sole discretion and election, the Surety shall obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by the District of the lowest responsible bidder, arrange for a contract between such bidder and the District and make available as Work progresses sufficient funds to pay the cost of completion less the "balance of the Contract Price," and to pay and perform all obligations of Principals under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of liquidated damages. The term "balance of the Contract Price," as used in this paragraph, shall mean the total amount payable to Principal by the District under the Contract and any modifications thereto, less the amount previously paid by the District to the Principal, less any withholdings by the District allowed under the Contract. District shall not be required or obligated to accept a tender of a completion contractor from the Surety for any or no reason.

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

thereof made as therein provided, on its part to be kept and performed at the time and in the intent and meaning, including all contractual guarantees and 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.

END OF DOCUMENT

PERFORMANCE BOND DOCUMENT 00 61 13.13-2

#### DOCUMENT 00 61 13.16

# PAYMENT BOND Contractor's Labor & Material Bond (100% Of Contract Price)

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

(,		
KNOW ALL PERSONS BY THESE PRESENTS:		
WHEREAS, the governing board ("Board") of San Rafael City Schools, ("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:		
19-01 EV Chargers		
("Project" or "Contract") which Contract dated		
WHEREAS, pursuant to law and the Contract, the Principal is required, before entering upon the performance of the work, to file a good and sufficient bond with the body by which the Contract is awarded in an amount equal to one hundred percent (100%) of the Contract price, to secure the claims to which reference is made in sections 9000 through 9510 and 9550 through 9566 of the Civil Code, and division 2, part 7, of the Labor Code.		
NOW, THEREFORE, the Principal and		
are held and firmly bound unto all laborers, material men, and other persons referred to in said statutes in the sum of		
said statutes in the sum of		
The condition of this obligation is that if the Principal or any of its subcontractors, or their heirs, executors, administrators, successors, or assigns of any, all, or either of them shall fail to pay for any labor, materials, provisions, or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal or any of his or its subcontractors of any tier under Section 13020 of the Unemployment Insurance Code with		

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under section 9100 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

respect to such work or labor, that the Surety will pay the same in an amount not exceeding the amount herein above set forth, and also in case suit is brought upon this bond, will pay a reasonable attorney's fee to be awarded and fixed by the court, and to be taxed as costs

SAN RAFAEL CITY SCHOOLS

and to be included in the judgment therein rendered.

PAYMENT BOND DOCUMENT 00 61 13.16-1

Should the condition of this bond be fully performed, then this obligation shall become null and void; otherwise it shall be and remain in full force and affect.

And the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of Contract or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

IN WITNESS WHEREOF, two (2) identical coushall for all purposes be deemed an original the Principal and Surety above named, on the	hereof, have been duly executed by the
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.