



Preparing every student to thrive in a global society.

November 14, 2016

Attn: All ESUHSD Pre-Qualified - Bidding Contractors

Re: East Side Union High School District
Santa Teresa High School – ST Bld 1300 Modernization
Request for Proposal – RFP-17-16-17 (Rubber Floor Cut-Ins Bid Package 05)

Please provide a proposal for the following work to be performed at the East Side Union High School District. The information attached will provide an overview of scope and outline the general project requirements.

Base Scope:

Install rubber floor cut-ins on existing floor of Santa Teresa High School Multipurpose Room.

For additional information see project documents (Appendix A).

Non-Mandatory Site Visit:

By appointment only by Thursday, November 17th at Santa Teresa High School (6150 Snell Ave., San Jose, CA 95123). Contact Joanna Ma at jma1@gilbaneco.com or call at (408) 476-6180 to schedule an appointment.

Request for Information:

Direct questions pertaining to this project to CapPurchasing@esuhsd.org and copy CM at jma1@gilbaneco.com. Please specify on email subject line: **RFP-17-16-17 – ST Bld 1300 Mdoernization (Rubber Floor Cut-Ins Bid Package 05).**

Project Requirements:

1. The Contractor must accept the ESUHSD Terms and Conditions of Contract for Labor & Materials and Public Works Project. (Appendix B)
2. C-15 Flooring and Floor Covering Contractor License Required.
3. Respondents must be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
4. The Contractor must provide a Certificate of Liability Insurance if awarded the project. (Appendix C)
5. The Contractor must include a Payment Bond for bids over \$25,000 (Appendix D)
6. The Contractor must include a Performance Bond for bids over \$45,000 (Appendix E)



Preparing every student to thrive in a global society.

7. Document 00 43 36 Designated Subcontractors List (Appendix F) – **Required with bid**
8. Document 00 45 19 Non-Collusion Declaration (Appendix G) – **Required with bid**
9. Schedule: 90 day project duration. Once work begins, Contractor has 5 days to Complete work.
 - Non-Mandatory Site Walk: Arrange appointment by November 17, 2016
 - RFI's due: November 18, 2016 @ 2pm
 - Addenda (if needed) issued by: November 22, 2016 @ 2pm
 - Proposals Due: November 29, 2016 @ 2pm
10. This Request for Proposal is neither direction nor authorization to proceed with the work described herein.
11. Proposals must be returned **no later than 2:00 pm on Tuesday, November 29, 2016** email to CapPurchasing@esuhsd.org and copy CM at jmal@gilbaneco.com. Please specify on email subject line: **RFP-17-16-17 – ST Bld 1300 Modernization (Rubber Floor Cut-Ins Bid Package 05)**. Proposals will not be publicly read aloud.
12. 5% retention will be held by the Owner until project has been accepted by an authorized representative of the District.
13. Public contract work is subject to prevailing wages per Labor Code section 1772.
14. The Contractor must provide certified payroll with all billings to ESUHSD Capital Purchasing department. Electronic submission allowed; send to nguyen.tu@esuhsd.org (Tu Nguyen, 408.347.5086). (If applicable, if not remove)

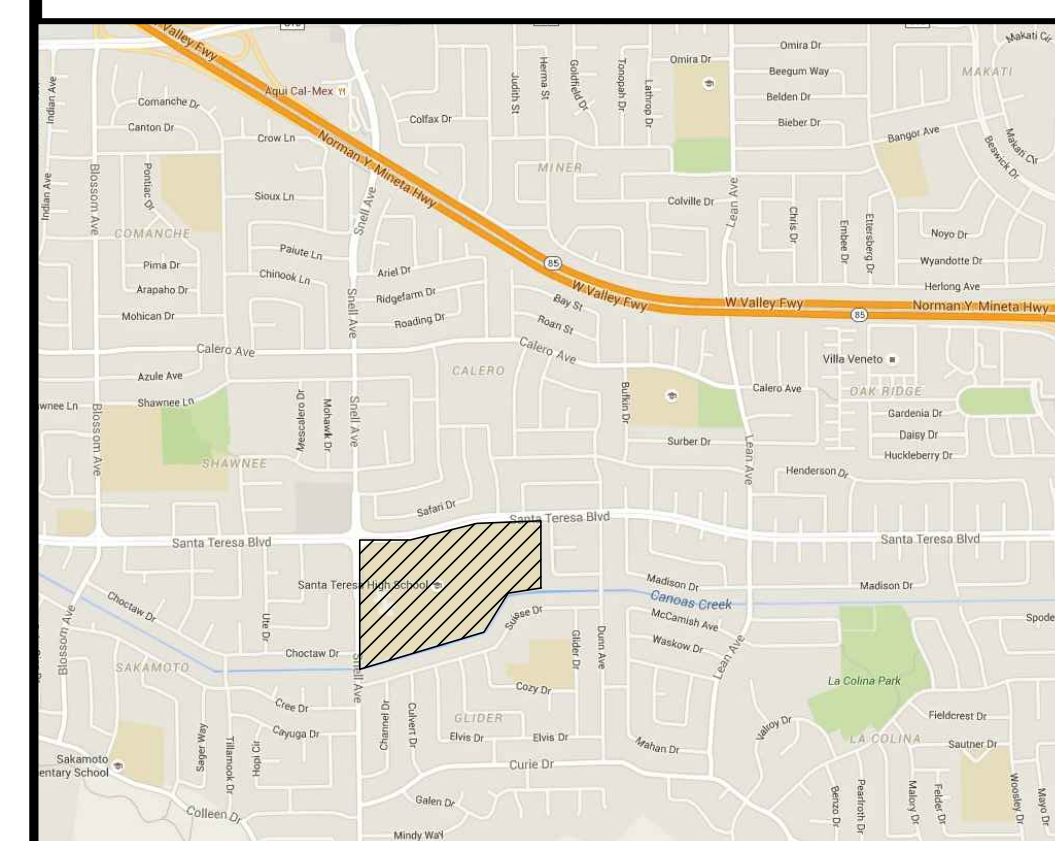
END OF DOCUMENT

SANTA TERESA HIGH SCHOOL MULTI PURPOSE BUILDING 1300 UPGRADES

1650 SNELL AVENUE
SAN JOSE, CA 95123

EAST SIDE HIGH SCHOOL DISTRICT

VICINITY MAP | GENERAL NOTES | SCOPE OF WORK | SHEET INDEX | ABBREVIATIONS



- 1. Existing construction data shown on the drawings was obtained from available drawings. The contractor shall verify all existing conditions and shall notify the architect of all exceptions before proceeding with the work.
- 2. See architectural drawings for layout dimensions and elevations except where indicated otherwise.
- 3. All discrepancies between drawings shall be clarified with the architect prior to proceeding with work.
- 4. In the event that certain features of the construction are not fully shown or detailed on the drawings or called for in the general notes, then their construction shall be of the same character as similar conditions that are shown or called for.
- 5. Dimensions, elevations, and existing conditions shall be checked and verified on the job site by each contractor. Errors, omissions or discrepancies shall be reported to the architect before work begins or supplies are ordered.
- 6. Verify electrical, mechanical, fire alarm, telephone and security requirements before construction begins.
- 7. Work shall be performed in conformance with local, county, state and federal codes, laws, and regulations applicable to this work.
- 8. Administration of construction per Part 1, Title 24, CCR - Duties of architect, structural engineer, or professional engineer per section 4-333(a) & 4-341.
-Duties of contractor per section 4-343.
-Verified reports per sections 4-336 and 4-343(c).
-DSA shall be notified upon onset of construction sections 4-331.
-The intent of these documents is to construct the school buildings in accordance with Title 24 CCR. Should any condition develop not covered by the Division of the State Architect (DSA) approved documents, a change order detailing and specifying the required work shall be submitted to and approved by DSA before proceeding with the work. Change orders shall be signed by the architect and owner per Title 24, Section 338.
- 9. Separate application may be required for all N.I.C. items not part of DSA approval.
- 10. Pursuant to CCR Title 19, Subchapter 1, Article 3.05-Access Roads and Article 3.16- Gate Entrances to School Grounds: It is necessary to provide Fire & Life Safety at DSA with written certification from the local fire authority that the above sections are being met to their satisfaction. It is necessary to provide this information prior to receiving approval by Fire & Life Safety. If further information is desired, please contact Fire & Life Safety at (510) 622-3101.
- 11. Any item identified to be demolished, removed or relocated is to be completely removed, including but not limited to any concealed items (pipes, curbs, framing, beams, fasteners, etc.). All items within a demolished area that must be rerouted in order to maintain continuity shall be done so in accordance with appropriate specification sections in the project manual at no additional cost. If no specification can be found within the project manual, then continuity shall be maintained by current standard methods for construction but not lesser in quality than existing. Any area of demolition or removal shall be left in a completely finished condition as outlined in the project manual.
- 12. All case work to be attached to walls and floors as indicated on drawings. If no specific detail is referenced, use the details referenced for similar conditions on other casework.
- 13. Food handling facilities shall comply with local/county health department requirements.
- 14. All items listed as N.I.C. are not part of this DSA Approval.

The following is a brief description of the scope of work. Contractor shall determine/verify the entire scope as shown in the Construction Documents (Drawings and Specifications) prior to submitting bids.

INSTALLATION OF RUBBER TILE FLOORING CUT-INS.

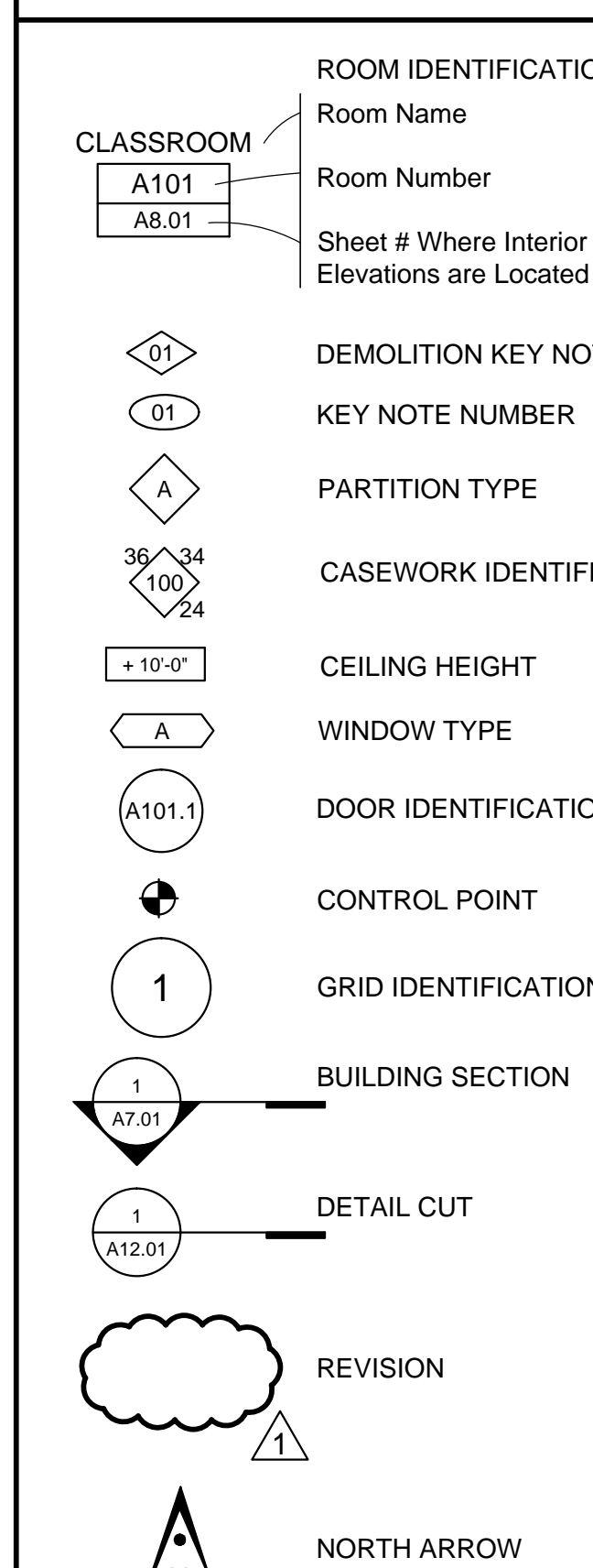
GOVERNING CODES

- 2013 CBC; PARTIAL LIST OF APPLICABLE CODES as of Jan. 1, 2015
 - CCR Title-8, Ch.4, Sub-Ch. 6 - Elevator Safety Orders
 - 2013 Title-19 C.C.R., Public Safety, State Fire Marshal Regulations
 - 2013 Title-24 C.C.R., Building Standards Administrative Code, Part 1, CBSC
 - 2013 Title-24 C.C.R., California Building Code Volume 1 & 2 (CBC), Part 2, CBSC (2012 IBC, as amended by CA) (2009 IBC & California Amendments)
 - 2013 Title-24 C.C.R., California Electric Code (CEC), Part 3, CBSC (2011 as amended by CA)
 - 2013 Title-24 C.C.R., California Mechanical Code (CMC), Part 4, CBSC (2012 IAPMO UMC, as amended by CA)
 - 2013 Title-24 C.C.R., California Plumbing Code (CPC), Part 5, CBSC (2011 IAPMO UMC, as amended by CA)
 - 2013 Title-24 C.C.R., California Energy Code (CEC), Part 6, CBSC
 - 2010 California Historical Building Code, Part 8, CBSC
 - 2013 Title-24 C.C.R. California Fire Code (CFC), Part 9, (2012 IFC, as amended by CA), CBSC
 - 2010 California Existing Building Code, Part 10, CBSC
 - 2013 Title-24 C.C.R. California Green Building Standards Code (CALGreen), Part 11
 - 2013 Title-24 C.C.R. California Referenced Standards, Part 12, CBSC
- PARTIAL LIST OF APPLICABLE STANDARDS
- 2013 NFPA 13 Installation of Sprinkler Systems (CA amended)
 - 2013 NFPA 14 Installation of Standpipe and Hose Systems
 - 2013 NFPA 17 Dry Chemical Extinguishing Systems
 - 2013 NFPA 17A Wet Chemical Extinguishing Systems
 - 2013 NFPA 20 Installation of Stationary Pumps for Fire Protection
 - 2013 NFPA 22 Water Tanks for Private Fire Protection
 - 2013 NFPA 24 Installation of Private Fire Service Mains
 - 2013 NFPA 72 National Fire Alarm Code (CA amended); See UL Std for "Visual Devices"
 - 2013 NFPA 80, Fire Door and Other Opening Protectives
 - 2013 NFPA 2001 Clean Agent Fire Extinguishing Systems
 - 2010 NFPA 10 Portable Fire Extinguisher, 2010 edition
 - 2013 NFPA 13 Automatic Sprinkler Systems; 2013 edition
 - 2007 NFPA 14 Installation of Standpipe, Private Hydrant and Hose Systems
 - 2002 NFPA 17 Dry Chemical Extinguishing Systems
 - 2010 NFPA 24 Installation of Private Fire service Mains + Calif.Amend.
 - 2006 California Edition, NFPA 25 Inspection, Testing, Maintenance of Water-Based Fire Protection Systems
 - 2010 NFPA 72 National Fire Alarm Code; (CA Amended) 2010 edition (see UL Standard 1971 for "Visual Devices")
 - 2002 NFPA 17A - UL300 for Class I Hood Fire Suppression System (Wet Chemical Systems)
 - 2003 NFPA 20 Installation of Stationary Pumps for Fire Protection
 - 2003 NFPA 22 Water Tanks for Private Fire Protection
 - 2007 NFPA 80 Fire Doors and Other Opening Protectives
 - 2007 NFPA 110 Emergency and Standby Power Systems
 - 2008 NFPA 2001 Clean Agent Fire Extinguishing Systems
- Reference code section for NFPA Standards-CBC (SFM) Chapter 35. ASME A17.1/CSA B44-2007 ASME A18.1-2005 ASTM F 1487-98 Standard Consumer Safety Performance Specification for Playground Equipment for Public Use ASTM F 1951-99 Standard Specification for Determination of Accessibility of Surface Systems Under and Around Playground Equipment.
- ASTM F 1292-99 Standard Specification for Impact Attenuation of Surface Systems Under and Around Playground Equipment.
 - BHMA A 156.10-2006 American National Standard for Power Operated Pedestrian Doors
 - BHMA A 156.19-2002 American National Standard for Power Assist and Low Energy Power Operated Doors
 - ICC 300-07 Standard on Bleachers, Folding and Telescopic Seating and Grandstands
 - Americans with Disabilities Act (ADA), Title II (Appendix A of 28 CFR Part 35)
 - SFM 12-10-3 Panic Hardware
 - 1999 UL 38 Manual Operating Signal Boxes
 - 1996 UL 268, Smoke Detector for Fire Protective Signaling Systems
 - 1998 UL268A Smoke Detectors Duct Applications
 - 2005 UL 300 Class I Hood Fire Suppression Systems
 - 2003 UL 464 Audible Signal Appliances
 - 1999 UL 521 Heat Detectors for Fire Protective Signaling Systems
 - 2003 UL 864 Control Units for Fire Protective Signaling Systems (+2005 amend)
 - 2005 UL1424 Cables for Power-Limited Fire Protective Signaling Circuits
 - 2002 UL 1971 Signaling Devices for the Hearing Impaired

A0.01 TITLE SHEET
ARCHITECTURAL
A3.10 FLOOR PLAN

AB ANCHOR BOLT	ESA EXPOSED TO STRUCTURE ABOVE	MC MEDICINE CABINET	SIP SHELF & POLE SPECIFICATION
ABV ABOVE	EWC ELECTRIC WATER COOLER	MECH MECHANICAL	SPVC STANDPIPE VALVE CABINET
AC ASPHALT CONCRETE	EXH EXHAUST	MEMB MEMBRANE	S.P.D. SEE PLUMBING DRAWING
A/C AIR CONDITIONING	EXP EXPANSION	MTL METAL	SQ SQUARE
ACOUS ACOUSTICAL	EXPO EXPOSED	MFG MANUFACTURING	S.S. STAINLESS STEEL
ACP ACOUSTICAL CEILING PANEL	EXST EXISTING	MFR MANUFACTURER	SST STAINLESS STEEL
ACT ACOUSTICAL CEILING TILE	EXT EXTERIOR	MH MANHOLE	S.S.D. SEE STRUCTURAL DRAWINGS
AD AREA DRAIN	FA FIRE ALARM	MIN MINIMUM	SSK SERVICE SINK
ADD ADDENDUM	FAB FABRICATION	MIR MIRROR	STD STANDARD
ADDL ADDITIONAL	FAC FACTORY	MISC MISCELLANEOUS	STL STEEL
ADJ ADJUSTABLE/ADJACENT	FAS FASTEN/FASTENER	MKRBD MARKER BOARD	STOR STORAGE
AFF ABOVE FINISH FLOOR	FB FLAT BAR	MLD MOLDING	STRL STRUCTURE/STRUCTURAL
AGGR AGGREGATE	FBD FIBERBOARD	MMB MEMBRANE	SUSP SUSPENDED
ALT ALTERNATE	FBGL FIBERGLASS	MO MASONRY OPENING	SV SHEET VINYL
ALUM ALUMINUM	FBLK FIRE BLOCKING	MOD MODULAR	SYM SYMMETRICAL
APL ASSUMED PROPERTY LINE	FBO FURNISHED BY OTHERS	MT METAL THRESHOLD	SYS SYSTEM
APPROX APPROXIMATE	FD FLOOR DRAIN	MTD MOUNTED	T TREAD
ARCH ARCHITECTURAL	FDC FIRE DEPARTMENT CONNECTION	MUL MULLION	T&B TOP AND BOTTOM
ASPH ASPHALT	FDN FOUNDATION	N NORTH	T&G TONGUE AND GROOVE
BB BOTTOM OF BEAM	FEC FIRE EXTINGUISHER	NAT NATURAL	TB TOWEL BAR
BE BOARD	FEE FIRE EXTINGUISHER CABINET	NIC NOT IN CONTRACT	TEL TELEPHONE
BEL BELOW	FF FINISHED FLOOR	NO NUMBER	TEMP TEMPERED
BITUM BITUMINOUS	FFT FLOOR FINISH TRANSITION	NOM NOMINAL	THK THICK, -NESS
BLDG BUILDING	FG FIXED GLASS	NTS NOT TO SCALE	THRU THROUGH
BLK BLOCK	FHC FIRE HOSE CABINET	OA OVERALL	TOOL TOOL JOINT
BLKG BLOCKING	FHS FLATHEAD MACHINE SCREW	OBS OBSCURE	TME TO MATCH EXISTING
BM BEAM	FHW FLATHEAD WOOD SCREW	O/C ON CENTER	TOB TOP OF BEAM
BOT BOTTOM	FIN FINISH	OD OUTSIDE DIAMETER	TOC TOP OF CURB OR CONCRETE
BRG BEARING	FJ FLOOR JOIST	OPD OVERFLOW DRAIN	TCM TOP OF MASONRY
BRZ BRONZE	FIN FINISH	OFF OFFICE	TOS TOP OF STEEL
BTWN BETWEEN	FL FLASHING	OH OPPOSITE HAND	TOW TOP OF WALL
BUL BUILT UP ROOFING	FLUOR FLUORESCENT	OPNG OPENING	TP TOP OF PAVEMENT
CAB CABINETS	FLX FLEXIBLE	OPP OPPOSITE	TPD TOILET PAPER DISPENSER
CB CATCH BASIN	FO FOUNDATION	OPQ OPTIONAL	TPTN TOILET PARTITION
CEM CEMENT	FOC FACE OF CONCRETE	OPT OPTIONAL	TRD TREAD
CER CERAMIC	FOF FACE OF FINISH	PAD POWER ACTUATED DEVICE	TS TUBE STEEL
CG CORNER GUARD	FOM FACE OF MASONRY	PDB PARTICLE BOARD	TSB TOP SET BASE
CF CUBIC FOOT	FOS FACE OF STUDS	PEN PENETRATION, -S	TSCD TOILET SEAT COVER DISP.
CFL COUNTERFLASHING	FR FIREPROOF	PERF PERFORATE, -D	TSL TOP OF SLAB
CHAM CHAMFER	FRM FRAME, -D, -ING	PERM PERIMETER	TV TELEVISION
CHLKB CD CHALKBOARD	FS FULL SIZE	PFB PREFABRICATE, -D	TYP TYPICAL
CJ CAST IRON	FSK FLOOR SINK	PIP POURED-IN-PLACE	UNF UNFINISHED
CJ CONTROL JOINT	FT FOOT OR FEET	PL PROPERTY LINE	UN UNLESS OTHERWISE NOTED
CLG CAULKING	FTG FOOTING	PLAM PLASTIC LAMINATE	UR URINAL
CLR CLEAR	FUR FURRING	PLAS PLASTER	VAR VARIOUS
CLM CONCRETE MASONRY UNIT	FUT FUTURE	PLT PLATE	VAT VINYL ASBESTOS TILE
CN COUNTER	FX FIXTURE	PLYW PLYWOOD	VB VAPOR BARRIER
CNTR CLEAN OUT	GAGE, GAUGE	PNL PANEL	VCT VINYL COMPOSITION TILE
COL COLUMN	GAL GALVANIZED	PNT PAINT, -ED	VCTB VINYL COVERED TACKBOARD
COMB COMBINATION	GB GRAB BARS	POC POINT OF CONNECTION	VERT VERTICAL
COMPO COMPOSITION (COMPOSITE)	GEN GENERAL	PP PERMIT PACKAGE	VEST VESTIBULE
CONC CONCRETE	GI GALVANIZED IRON	PR PAIR	VG VERTICAL GRAIN
CONN CONNECTION	GKT GASKET, GASKETED	PRCST PRE-CAST	VIF VERIFY IN FIELD
CONSTR CONSTRUCTION	GL GLASS, GLAZING	PT POINT	VNR VENEER
CONT CONTINUOUS OR CONTINUE	GND GROUND	PTD PAPER TOWEL DISPENSER	VO VENT OVER/OFFSET
CORR CORRIDOR OR CORRUGATED	GR GRADE	PTDR PAPER TOWEL DISPENSER & RECEPTACLE	VR VENT RISER
COTG CLEAN OUT THROUGH FLOOR	GVL GRAVEL	PTDF PRESSURE TREATED DOUGLAS FIR	VTR VENT THROUGH ROOF
COTTG CLEAN OUT TO GRADE	GWB GYPSUM WALL BOARD	PTDN PRESSURE TREATED DOUGLAS FIR PARTITION	VWC VINYL WALL COVERING
COTW CLEAN OUT THROUGH WALL	GYP GYPSUM	PTN PARTITION	W WITH
CR CURB RETURN	H HOSE BIBB	PVA POLYVINYL ACETATE	WC WATER CLOSET
CRC COLD ROLLED CHANNEL	HCH HOLLOW CORE	PVC POLYVINYL CHLORIDE	WD WOOD
CSK COUNTERSINK	HCA HANDICAPPED ACCESSIBLE	Q QUARRY TILE	WFG WIRED FIXED GLASS
CSMT CASEMENT	HDB HARDBOARD	R RISER	WHC WALL HUNG CABINET
CSP CEMENT COMBINATION STANDPIPE	HDR HEADER	RAD RADIUS	WI WROUGHT IRON
CT CERAMIC MOSAIC (TILE)	HDWD HARDWOOD	RCP REFLECTED CEILING PLAN	WIN WINDOW
CTR CENTER	HDWE HARDWARE	RD ROOF DRAIN	WIM WIRE MESH
CTSK COUNTERSINK	HEX HEXAGONAL	RDWD REDWOOD	W/O WITHOUT
CW COLD WATER	HGT HEIGHT	REF REFERENCE	WO WHERE OCCURS
DBL DOUBLE	HM HOLLOW METAL	REFR REFRIGERATOR	WP WATERPROOF
DEPT DEPARTMENT	HO HOLD OPEN	REINF REINFORCE, -D, -ING	WSCOT WAINSCOT
DET DETAIL	HOR HORIZONTAL	REM REMOVE	WSP WET STANDPIPE
DF DRINKING FOUNTAIN	HRC HOT ROLLED CHANNEL	REQ REQUIRED	WST WASTE
DIA DIAMETER	HTG HEATING	RESIL RESILIENT	WT WEIGHT
DIM DIMENSION	HVAC HEATING/VENTILATING/ AIR CONDITIONING	RET RETURN	WWF WELDED WIRE FABRIC
DISP DISPENSER	HW HOT WATER	REV REVISION, -S, REVISED	& AND
DIV DIVISION	ID INSIDE DIAMETER	RFL REFLECT, -ED, -IVE	< AT ANGLE
DN DOWN	INCL INCLUDE, -D, -ING	RGTR REGISTER	@
DO DOOR	INSTR INSTRUCTION, -S	RH RIGHT HAND	Ø CENTER LINE
DPRS DEPRESSION	INSUL INSULATE, -D, -ION	RL RIDGE LINE	∅ DIAMETER
DR DOOR	INT INTERIOR	ROO ROOM	# NUMBER POUND
DS DOWNSPOUT	INV INVERT	RO ROUGH OPENING	± PLUS/MINUS
DSP DRY STANDPIPE	IS INTERMEDIATE SUPPORT	ROW RIGHT OF WAY	± PROPERTY LINE
DWG DRAWING	JAN JANITOR	RT RESILIENT TILE	
DWR DRAWER	JST JOIST	RWL RAINWATER LEADER	
DWS DRYWALL SCREW	JE EXISTING	S SHEATHING	
E EAST	EA EACH	S/FEC SURFACE-MOUNTED FEC	
E(E) EXISTING	EB EXPANSION BOLT	SC SOLID CORE	
EA EACH	EDF ELECTRIC DRINKING FOUNTAIN	S.C.D. SEE CIVIL DRAWINGS	
EB EXPANSION BOLT	EIR ENVIRONMENTAL IMPACT REPORT	SCHED SCHEDULE	
EDF ELECTRIC DRINKING FOUNTAIN	EJ EXPANSION JOINT	SD STORM DRAIN	
EIR ENVIRONMENTAL IMPACT REPORT	ELEV ELEVATION	SECT SECTION	
EJ EXPANSION JOINT	ELEC ELECTRICAL	S.E.D. SEE ELECTRICAL DRAWING	
ELEV ELEVATION	ELECT ELECTRICAL	SH SHEET	
ELEC ELECTRICAL	ELEV ELEVATION	SHT SHEATHING	
ELECT ELECTRICAL	EMER EMERGENCY	SIM SIMILAR	
EMER EMERGENCY	ENAM ENAMEL	SKL SKYLIGHT	
ENAM ENAMEL	ENCL ENCLOSURE	S.L.D. SEE LANDSCAPE DRAWINGS	
ENCL ENCLOSURE	EP END PANEL	S.M.D. SEE MECHANICAL DRAWINGS	
EP END PANEL	EQ EQUAL	SMS SHEET METAL SCREW	
EQ EQUAL	EQT EQUIPMENT	SND SANITARY NAPKIN DISPENSER	
EQT EQUIPMENT		SP STANDPIPE	

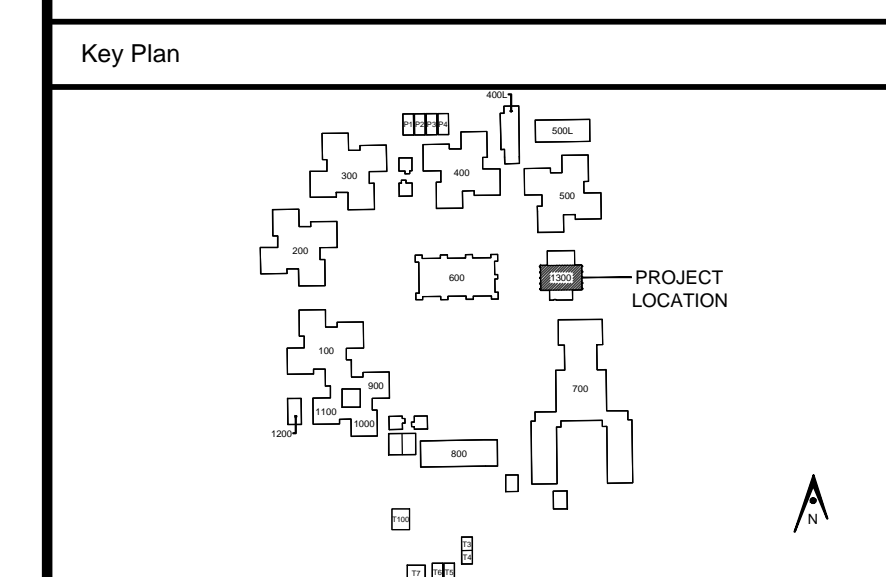
SYMBOL LEGEND



- Notes:
- 1. Compliance with CFC and CBC Chapter 33, Fire Safety During Construction and Demolition will be enforced.
 - 2. Some codes may not apply if work regulated by such code is not within the scope of this project.

PROJECT DIRECTORY

OWNER	East Side High School District 830 North Capitol Avenue San Jose, CA 95133 (408) 347-5000
ARCHITECT	Artik Art & Architecture 394-A Umbarger Road San Jose, CA 95111 (408) 224-9890 (408) 224-9891 (Fax)
CONSTRUCTION MANAGER	Gilbane Building Company East Side High School District Site Office at James Lick High School 57 North White Road San Jose, CA 95127 (408) 280-3637

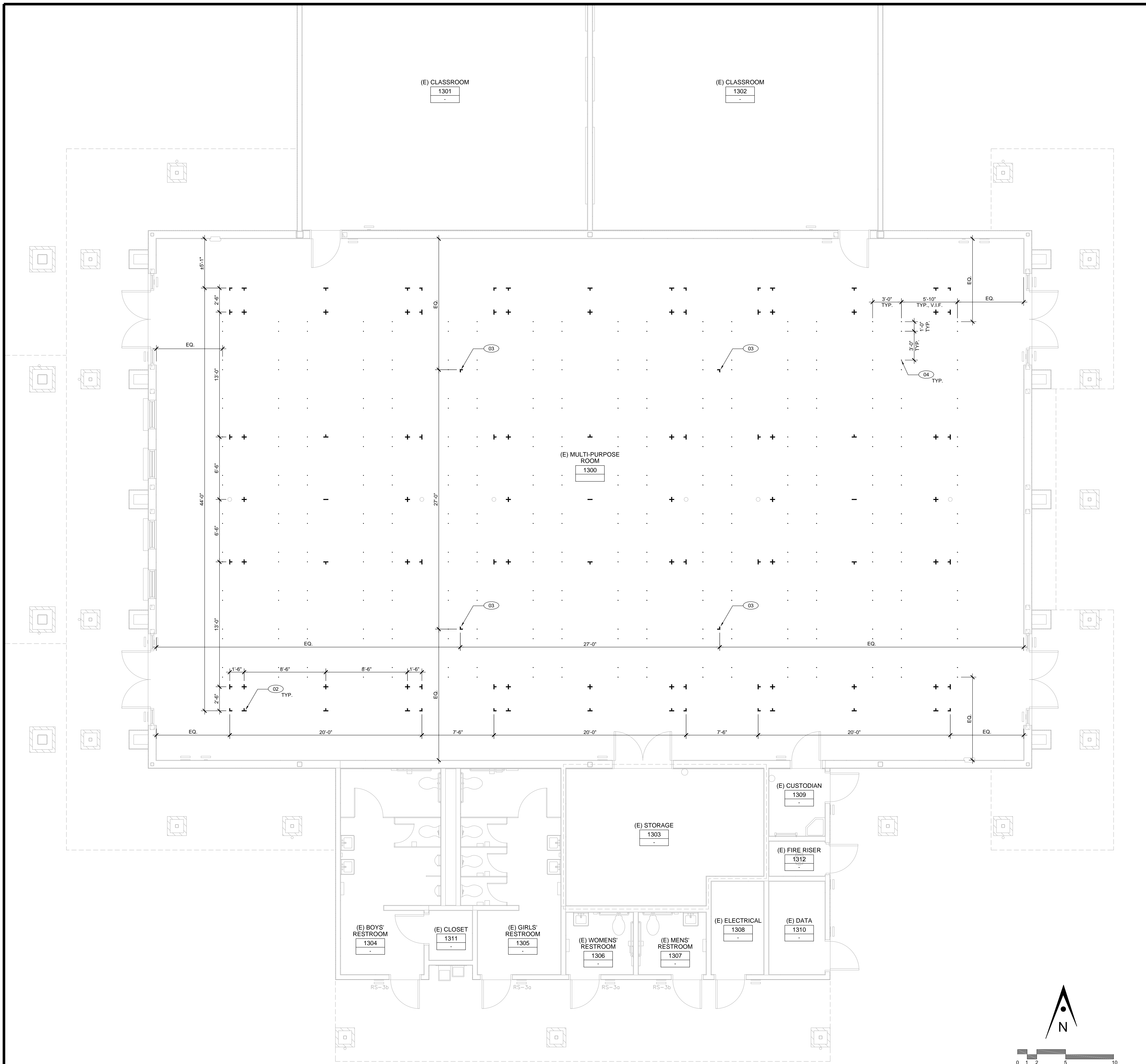


SANTA TERESA HIGH SCHOOL MULTI-PURPOSE BUILDING 1300 UPGRADES

6150 SNELL AVENUE
SAN JOSE, CA 95123

EAST SIDE UNION HIGH SCHOOL DISTRICT

No	Revisions/Submissions	Date
-	100% Construction Documents	11.11.16
Drawing Title		
<h1>TITLE SHEET</h1>		
Regulatory Agency Approval		Architect Seal
IDENTIFICATION STAMP DIV. OF THE STATE ARCHITECT OFFICE OF REGULATION SERVICES		STATE OF CALIFORNIA No. C-23919 REN. 9-30-17
A.C. DATE	F.L.S. SS	
DSA File Number	N/A	Drawing No
DSA Application Number	N/A	<h1>A0.01</h1>
Project No.	135125	
Date	11.11.16	



GENERAL NOTES

1. TYPICAL, EXISTING TO REMAIN U.O.N.; PROTECT ALL WORK TO REMAIN AND/OR BE REINSTALLED. ANY DAMAGE SHALL BE REPAIRED/REPLACED TO OWNER'S SATISFACTION.
2. CONTRACTOR SHALL COORDINATE WORK WITH ALL OTHER DISCIPLINES.
3. CONTRACTOR TO FIELD VERIFY EXTENT OF ALL DEMOLITION REQUIRED TO ACCOMMODATE CONSTRUCTION.
4. REFER TO SHEET A12.10 FOR ADDITIONAL INFORMATION.
5. CONTRACTOR TO PROVIDE MOCK-UP OF CUT-IN RUBBER FLOORING AND OBTAIN APPROVAL FROM OWNER AND ARCHITECT PRIOR TO COMPLETE INSTALLATION OF RUBBER FLOORING CUT-IN.

LEGEND

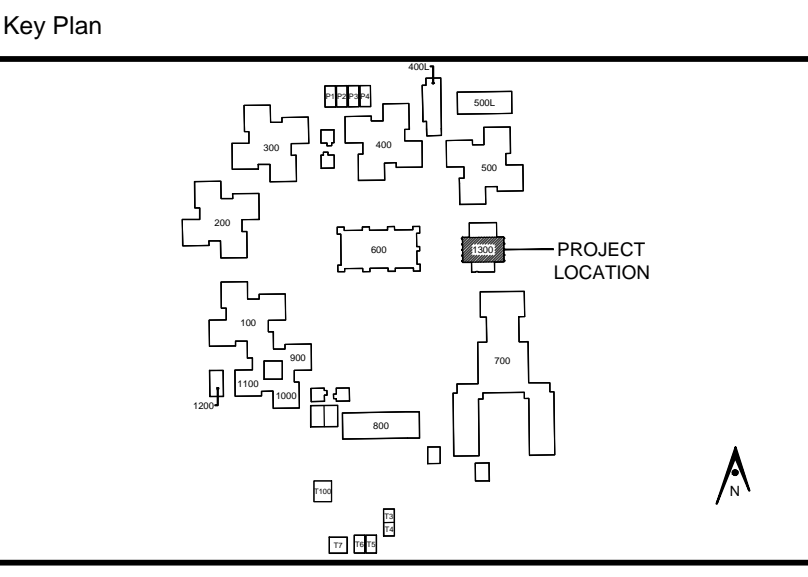
- (E) ITEMS TO REMAIN.
- + + + RUBBER FLOORING CUT-IN AT (E) RUBBER FLOORING.

KEYNOTES

- 01 NOT USED.
- 02 RUBBER FLOORING CUT-IN AT (E) RUBBER FLOORING FOR BADMINTON COURT BOUNDARIES, REFER TO DETAIL 1/A12.10 FOR DIMENSIONS OF CUT-INS.
- 03 RUBBER FLOORING CUT-IN AT (E) RUBBER FLOORING FOR ROBOTICS COURT BOUNDARIES, REFER TO DETAIL 2/A12.10 FOR DIMENSIONS OF CUT-IN.
- 04 RUBBER FLOORING CUT-IN AT (E) RUBBER FLOORING FOR TESTING TABLE LAYOUT, REFER TO DETAIL 2/A12.10 FOR DIMENSIONS OF CUT-IN.

ARTiK
ART & ARCHITECTURE

394-A Umbarger Rd
San Jose, CA 95111
Phone 408.224.9890
Fax 408.224.9891
www.ArtikA3.com



Project Title
**SANTA TERESA HIGH SCHOOL
MULTI-PURPOSE BUILDING 1300
UPGRADES**

6150 SNELL AVENUE
SAN JOSE, CA 95123

**EAST SIDE UNION
HIGH SCHOOL DISTRICT**

No	Revisions/Submissions	Date
-	100% Construction Documents	11.11.16

Drawing Title
FLOOR PLAN

Regulatory Agency Approval

IDENTIFICATION STAMP
DIV. OF THE STATE ARCHITECT
OFFICE OF REGULATION SERVICES

N/A

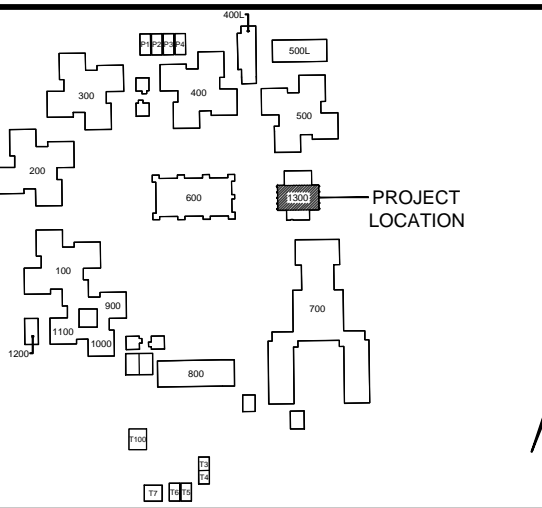
AC: _____ FLS: _____ SS: _____
DATE: _____

Architect Seal

LICENSED ARCHITECT
WILLIAM E. GOLD
No. C-23919
REN. 9-30-17
STATE OF CALIFORNIA

DSA File Number	N/A	Drawing No. A3.10
DSA Application Number	N/A	
Project No.	135125	
Date	11.11.16	

Key Plan



Project Title
**SANTA TERESA
HIGH SCHOOL
MULTI-PURPOSE BUILDING 1300
UPGRADES**
6150 SNELL AVENUE
SAN JOSE, CA 95123
EAST SIDE UNION
HIGH SCHOOL DISTRICT

No	Revisions/Submissions	Date
-	100% Construction Documents	11.11.16

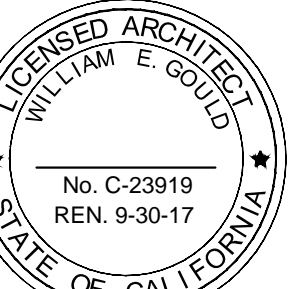
Drawing Title

DETAILS

Regulatory Agency Approval

IDENTIFICATION STAMP
DIV. OF THE STATE ARCHITECT
OFFICE OF REGULATION SERVICES
N/A
AC: _____ FLS: _____ SS: _____
DATE: _____

Architect Seal



DSA File Number

N/A

DSA Application Number

N/A

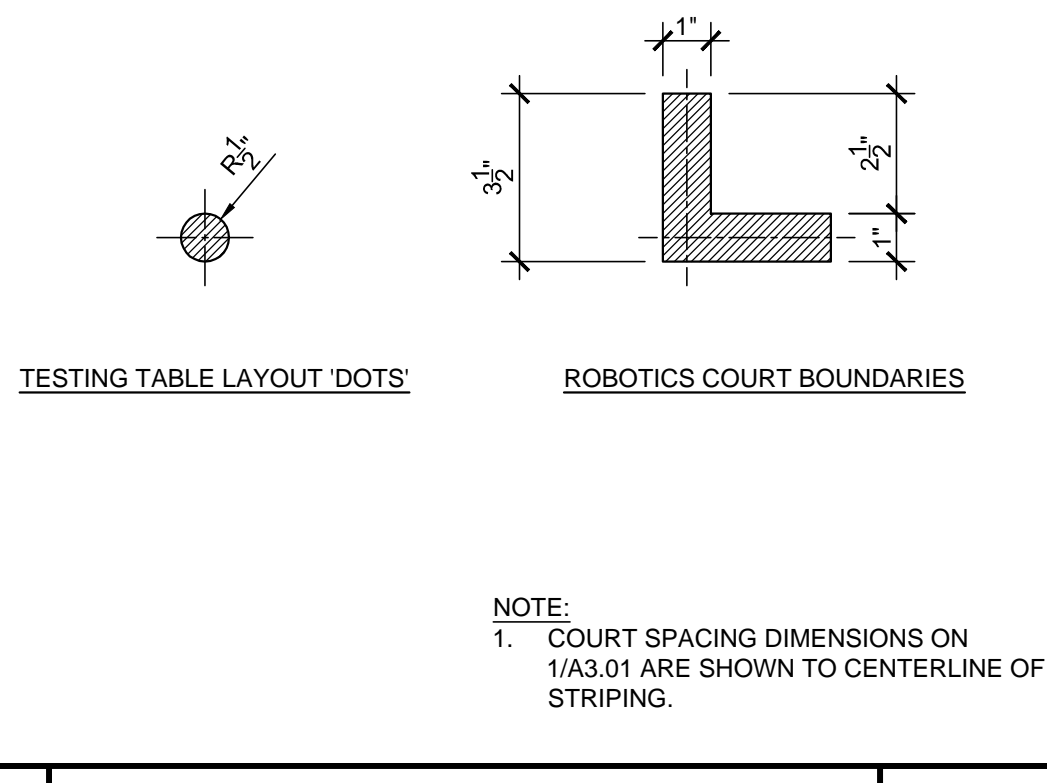
Project No.

135125

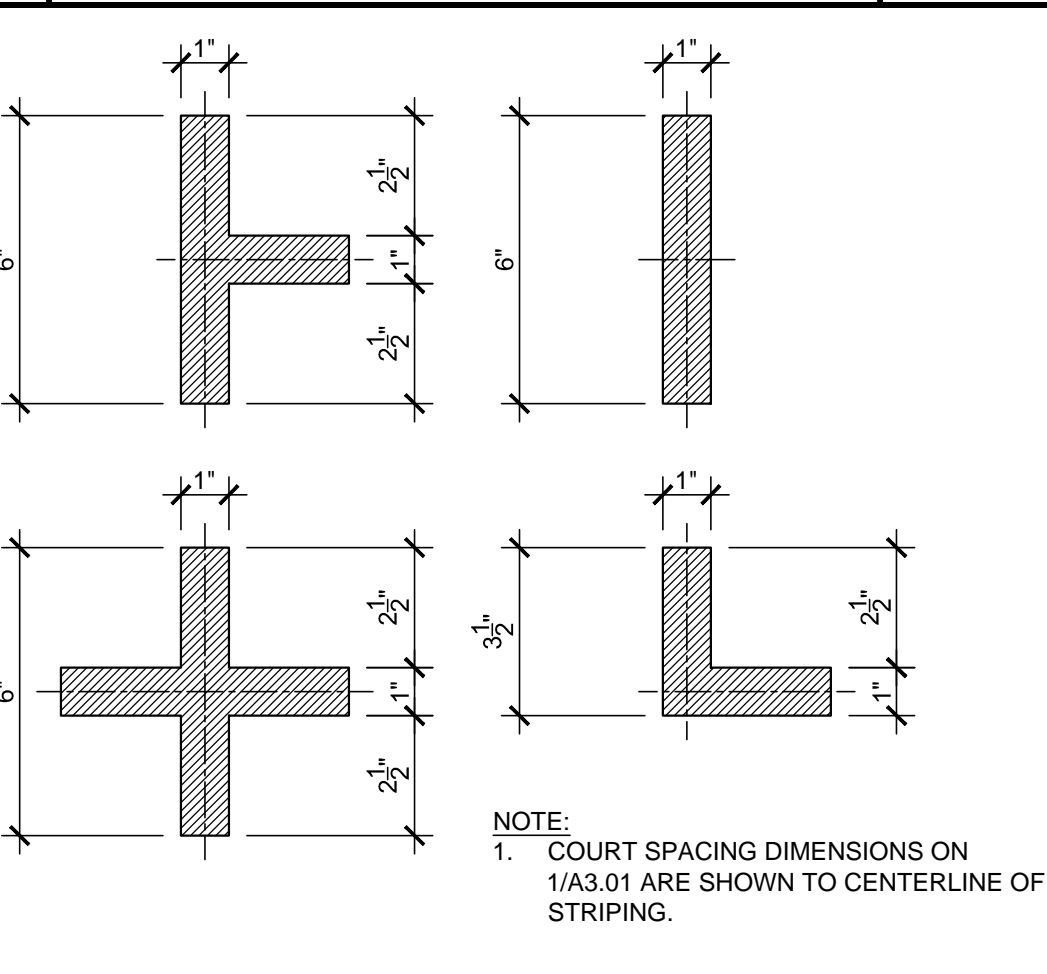
Date

11.11.16

A12.10



2 MISC. COURT CUT-IN 3" = 1'-0"



1 BADMINTON COURT CUT-IN 3" = 1'-0"

TECHNICAL SPECIFICATIONS

BID PACKAGE #5

**SANTA TERESA HIGH SCHOOL
MULTI-PURPOSE BUILDING 1300 UPGRADES**

**6150 SNELL AVENUE
SAN JOSE, CA 95123**

NOVEMBER 11TH, 2016

EAST SIDE UNION HIGH SCHOOL DISTRICT

**830 NORTH CAPITOL AVENUE
SAN JOSE, CA 95133**

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SECTION 02 41 19 - SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

- 1. Demolition and removal of selected portions of building or structure.

B. Related Requirements:

- 1. Section 01 10 00 "Summary" for restrictions on the use of the premises, Owner-occupancy requirements, and phasing requirements.
- 2. Section 01 73 00 "Execution" for cutting and patching procedures.

1.3 DEFINITIONS

- A. Remove: Detach items from existing construction and legally dispose of them off-site unless indicated to be removed and salvaged or removed and reinstalled.
- B. Existing to Remain: Existing items of construction that are not to be permanently removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.

1.4 MATERIALS OWNERSHIP

- A. Unless otherwise indicated, demolition waste becomes property of Contractor.

1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For refrigerant recovery technician.
- B. Predemolition Photographs or Video: Submit before Work begins.
- C. Statement of Refrigerant Recovery: Signed by refrigerant recovery technician responsible for recovering refrigerant, stating that all refrigerant that was present was recovered and that recovery was performed according to EPA regulations. Include name and address of technician and date refrigerant was recovered.

- D. Warranties: Documentation indicated that existing warranties are still in effect after completion of selective demolition.

1.6 CLOSEOUT SUBMITTALS

- A. Landfill Records: Indicate receipt and acceptance of hazardous wastes by a landfill facility licensed to accept hazardous wastes.

1.7 QUALITY ASSURANCE

- A. Refrigerant Recovery Technician Qualifications: Certified by an EPA-approved certification program.

1.8 FIELD CONDITIONS

- A. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
- B. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
- C. Hazardous Materials: Hazardous materials are present in buildings and structures to be selectively demolished. A report on the presence of hazardous materials is on file for review and use. Examine report to become aware of locations where hazardous materials are present.
 - 1. Hazardous material remediation is specified elsewhere in the Contract Documents.
 - 2. Do not disturb hazardous materials or items suspected of containing hazardous materials except under procedures specified elsewhere in the Contract Documents.
- D. Storage or sale of removed items or materials on-site is not permitted.
- E. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.
 - 1. Maintain fire-protection facilities in service during selective demolition operations.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- B. Standards: Comply with ANSI/ASSE A10.6 and NFPA 241.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that utilities have been disconnected and capped before starting selective demolition operations.
- B. Review record documents of existing construction provided by Owner. Owner does not guarantee that existing conditions are same as those indicated in record documents.
- C. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.
- D. When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict. Promptly submit a written report to Architect.
- E. Perform an engineering survey of condition of building to determine whether removing any element might result in structural deficiency or unplanned collapse of any portion of structure or adjacent structures during selective building demolition operations.
- F. Survey of Existing Conditions: Record existing conditions by use of preconstruction photographs.

3.2 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

- A. Existing Services/Systems to Remain: Maintain services/systems indicated to remain and protect them against damage.
 - 1. Comply with requirements for existing services/systems interruptions specified in Section 01 10 00 "Summary."
- B. Existing Services/Systems to Be Removed, Relocated, or Abandoned: Locate, identify, disconnect, and seal or cap off indicated utility services and mechanical/electrical systems serving areas to be selectively demolished.
 - 1. Owner will arrange to shut off indicated services/systems when requested by Contractor.
 - 2. If services/systems are required to be removed, relocated, or abandoned, provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of building.
 - 3. Disconnect, demolish, and remove fire-suppression systems, plumbing, and HVAC systems, equipment, and components indicated to be removed.
 - a. Piping to Be Removed: Remove portion of piping indicated to be removed and cap or plug remaining piping with same or compatible piping material.
 - b. Piping to Be Abandoned in Place: Drain piping and cap or plug piping with same or compatible piping material.
 - c. Equipment to Be Removed: Disconnect and cap services and remove equipment.

- d. Equipment to Be Removed and Reinstalled: Disconnect and cap services and remove, clean, and store equipment; when appropriate, reinstall, reconnect, and make equipment operational.
 - e. Equipment to Be Removed and Salvaged: Disconnect and cap services and remove equipment and deliver to Owner.
 - f. Ducts to Be Removed: Remove portion of ducts indicated to be removed and plug remaining ducts with same or compatible ductwork material.
 - g. Ducts to Be Abandoned in Place: Cap or plug ducts with same or compatible ductwork material.
- C. Refrigerant: Remove refrigerant from mechanical equipment to be selectively demolished according to 40 CFR 82 and regulations of authorities having jurisdiction.

3.3 PREPARATION

- A. Temporary Shoring: Provide and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.
- 1. Strengthen or add new supports when required during progress of selective demolition.

3.4 SELECTIVE DEMOLITION, GENERAL

- A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
- 1. Proceed with selective demolition systematically, from higher to lower level. Complete selective demolition operations above each floor or tier before disturbing supporting members on the next lower level.
 - 2. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping, to minimize disturbance of adjacent surfaces. Temporarily cover openings to remain.
 - 3. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
 - 4. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain portable fire-suppression devices during flame-cutting operations.
 - 5. Maintain adequate ventilation when using cutting torches.
 - 6. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
 - 7. Remove structural framing members and lower to ground by method suitable to avoid free fall and to prevent ground impact or dust generation.
 - 8. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.

9. Dispose of demolished items and materials promptly.

- B. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Architect, items may be removed to a suitable, protected storage location during selective demolition and cleaned and reinstalled in their original locations after selective demolition operations are complete.

3.5 SELECTIVE DEMOLITION PROCEDURES FOR SPECIFIC MATERIALS

- A. Concrete: Demolish in sections. Cut concrete full depth at junctures with construction to remain and at regular intervals using power-driven saw, then remove concrete between saw cuts.
- B. Masonry: Demolish in small sections. Cut masonry at junctures with construction to remain, using power-driven saw, then remove masonry between saw cuts.
- C. Concrete Slabs-on-Grade: Saw-cut perimeter of area to be demolished, then break up and remove.
- D. Resilient Floor Coverings: Remove floor coverings and adhesive according to recommendations in RFCI's "Recommended Work Practices for the Removal of Resilient Floor Coverings."

3.6 DISPOSAL OF DEMOLISHED MATERIALS

- A. General: Except for items or materials indicated to be reused, salvaged, reinstalled, or otherwise indicated to remain Owner's property, remove demolished materials from Project site.
1. Do not allow demolished materials to accumulate on-site.
 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
 3. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.
 4. Comply with requirements specified in Section 01 74 19 "Construction Waste Management and Disposal."
- B. Burning: Do not burn demolished materials.
- C. Disposal: Transport demolished materials off Owner's property and legally dispose of them.

3.7 CLEANING

- A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

END OF SECTION 02 41 19

SECTION 09 65 19 - RESILIENT TILE FLOORING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:

- 1. Rubber floor tile.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Shop Drawings: For each type of floor tile. Include floor tile layouts, edges, columns, doorways, enclosing partitions, built-in furniture, cabinets, and cutouts.
 - 1. Show details of special patterns.
- C. Samples for Verification: Full-size units of each color and pattern of floor tile required.

1.4 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer.

1.5 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For each type of floor tile to include in maintenance manuals.
- B. Warranty: Submit warranty in accordance with sub-section 1.10 of this specification section.

1.6 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 - 1. Floor Tile: Furnish one box for every 50 boxes or fraction thereof, of each type, color, and pattern of floor tile installed.

1.7 QUALITY ASSURANCE

- A. Installer Qualifications: A qualified installer who employs workers for this Project who are competent in techniques required by manufacturer for floor tile installation and seaming method indicated.

1.8 DELIVERY, STORAGE, AND HANDLING

- A. Store floor tile and installation materials in dry spaces protected from the weather, with ambient temperatures maintained within range recommended by manufacturer, but not less than **65 deg F** or more than **75 deg F**. Store floor tiles on flat surfaces.

1.9 FIELD CONDITIONS

- A. Maintain ambient temperatures within range recommended by manufacturer, but not less than **65 deg F** or more than **75 deg F**, in spaces to receive floor tile during the following time periods:
 - 1. 48 hours before installation.
 - 2. During installation.
 - 3. 48 hours after installation.
- B. After installation and until Substantial Completion, maintain ambient temperatures within range recommended by manufacturer, but not less than **55 deg F** or more than **95 deg F**.
- C. Close spaces to traffic during floor tile installation.
- D. Close spaces to traffic for 48 hours after floor tile installation.
- E. Install floor tile after other finishing operations, including painting, have been completed.

1.10 WARRANTY

- A. Project Warranty: Refer to Division 1 specifications for project warranty provisions.
- B. Manufacturer's Warranty: Submit for Owner's acceptance, manufacturer's standard warranty document executed by an authorized company official. Manufacturer's warranty is in addition to, and not a limitation of, other rights the Owner may have under the Contract Documents.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Fire-Test-Response Characteristics: For resilient tile flooring, as determined by testing identical products according to ASTM E 648 or NFPA 253 by a qualified testing agency.
 - 1. Critical Radiant Flux Classification: Class I, not less than **0.45 W/sq. cm.**

- B. Low-Emitting Materials: Flooring system shall comply with the testing and product requirements of the California Department of Public Health's "Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers."

2.2 RUBBER FLOOR TILE

- A. Basis-of-Design Product: Subject to compliance with requirements, provide Burke Endura 'Flecksibles' Rubber Floor Tiles.
1. Tile Standard: ASTM F 1344, Class I-A, homogeneous rubber tile.
 2. Relief Pattern: **Sculptured**.
 3. Coefficient of Friction : Greater than or equal to 0.5.
 4. Thickness: **0.125 inch**.
 5. Size: **18.125 by 18.125 inches**.
 6. Colors and Patterns:
 - a. Provide three (3) colors, to be selected by Architect.
 - b. Pattern(s), layout(s), and shape(s) as shown on plans.

2.3 ACCESSORIES

- A. Adhesives: BR-725 Burke Flooring Two-Part Urethane, or equal.
1. Adhesives shall be approved by the floor manufacturer prior to product data submittal.

PART 3 - EXECUTION

3.1 MANUFACTURER'S INSTRUCTIONS

- A. Compliance: Comply with manufacturer's product data, including product technical bulletins, product catalog, installation instructions and product carton instructions for installation.

3.2 EXAMINATION

- A. Examine substrates, with Installer present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.
1. Verify that finishes of substrates comply with tolerances and other requirements specified in other Sections and that substrates are free of cracks, ridges, depressions, scale, and foreign deposits that might interfere with adhesion of floor tile.
 2. Verify that existing substrates are acceptable for product installation in accordance with manufacturer's instructions.

- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.3 PREPARATION

- A. Prepare substrates according to floor tile manufacturer's written instructions to ensure adhesion of resilient products.
- B. Concrete Substrates: Prepare according to ASTM F 710.
 - 1. Verify that substrates are dry and free of curing compounds, sealers, and hardeners.
 - 2. Remove substrate coatings and other substances that are incompatible with adhesives and that contain soap, wax, oil, or silicone, using mechanical methods recommended by floor tile manufacturer. Do not use solvents.
- C. Fill cracks, holes, and depressions in substrates with trowelable leveling and patching compound; remove bumps and ridges to produce a uniform and smooth substrate.
- D. Do not install floor tiles until they are the same temperature as the space where they are to be installed.
 - 1. At least 48 hours in advance of installation, move resilient floor tile and installation materials into spaces where they will be installed.
- E. Immediately before installation, sweep and vacuum clean substrates to be covered by resilient floor tile.

3.4 FLOOR TILE INSTALLATION

- A. Comply with manufacturer's written instructions for installing floor tile.
- B. Lay out floor tiles from center marks established with principal walls, discounting minor offsets, so tiles at opposite edges of room are of equal width. Adjust as necessary to avoid using cut widths that equal less than one-half tile at perimeter.
- C. Contractor to provide mock-up of cut-in rubber flooring and obtain approval from Owner and Architect prior to complete installation of rubber flooring cut-in(s).
- D. Match floor tiles for color and pattern by selecting tiles from cartons in the same sequence as manufactured and packaged, if so numbered. Discard broken, cracked, chipped, or deformed tiles.
- E. Scribe, cut, and fit floor tiles to butt neatly and tightly to vertical surfaces and permanent fixtures including built-in furniture, cabinets, pipes, outlets, and door frames.
- F. Extend floor tiles into toe spaces, door reveals, closets, and similar openings. Extend floor tiles to center of door openings.
- G. Maintain reference markers, holes, and openings that are in place or marked for future cutting by repeating on floor tiles as marked on substrates. Use chalk or other nonpermanent marking device.

- H. Install floor tiles on covers for telephone and electrical ducts, building expansion-joint covers, and similar items in finished floor areas. Maintain overall continuity of color and pattern between pieces of tile installed on covers and adjoining tiles. Tightly adhere tile edges to substrates that abut covers and to cover perimeters.
- I. Adhere floor tiles to flooring substrates using a full spread of adhesive applied to substrate to produce a completed installation without open cracks, voids, raising and puckering at joints, telegraphing of adhesive spreader marks, and other surface imperfections.

3.5 CLEANING AND PROTECTION

- A. Comply with manufacturer's written instructions for cleaning and protecting floor tile.
- B. Perform the following operations immediately after completing floor tile installation:
 - 1. Remove adhesive and other blemishes from exposed surfaces.
 - 2. Sweep and vacuum surfaces thoroughly.
 - 3. Damp-mop surfaces to remove marks and soil.
- C. Protect floor tile from mars, marks, indentations, and other damage from construction operations and placement of equipment and fixtures during remainder of construction period.
- D. Cover floor tile until Substantial Completion.

END OF SECTION 09 65 19



CONTRACT
FOR
LABOR & MATERIALS AND PUBLIC WORKS PROJECTS

THIS CONTRACT made and entered into this _____ day of _____, 20____ by and between _____, hereinafter called the "CONTRACTOR" and the EAST SIDE UNION HIGH SCHOOL DISTRICT, hereinafter called the "DISTRICT".

WITNESSETH: The parties do hereby contract and agree as follows:

1. In consideration of payment not to exceed the sum of \$ _____ to be paid to Contractor by District, Contractor shall perform and complete the following work: _____

2. Location of the work to be done at: _____

3. The term of this contract shall begin _____ and be approximate completion by _____. (date) (date)

4. This contract includes the terms and conditions attached as numbers 1 thru 27. The Contractor, by executing this contract agrees to accept and comply with such terms and conditions.

5. District representative shall perform inspection and acceptance of work.

District Representative:

Name _____ Position _____
Dept _____ Phone: _____

6. All applicable laws and regulations of the Public Contract Code, Civil Code and Labor Code govern this Contract.

7. IN WITNESS WHEREOF, the parties hereunto have subscribed to this Agreement, including all Contract documents as indicated below, which must be on file with the District prior to the commencement of work.

Received by the Contractor:

Submitted by the Contractor:

_____ Drawings
_____ Specifications
P.O. # _____

_____ Liability Insurance Certificate
_____ Worker's Compensation Form Verification
_____ Affidavit of Compliance with Ed Code 45125.1
_____ DIR Registration #

CONTRACTOR:

ACCEPTED BY: _____ Date: _____ Title: _____

Proper Name of Contractor: _____

License Number: _____ Expiration Date: _____

Address: _____ Email Address: _____

Phone: (_____) _____ Fax: (_____) _____

DISTRICT:

ACCEPTED BY: _____ Date: _____

Marcus Battle, Associate Superintendent of Business Services

THIS AGREEMENT REQUIRES AN APPROVED PURCHASE ORDER PRIOR TO COMMENCEMENT OF SERVICES

EAST SIDE UNION HIGH SCHOOL DISTRICT
830 North Capitol Avenue, San Jose, CA 95133, Phone: 408-347-5079, Fax: 408-347-5075
TERMS AND CONDITIONS

1. **LABOR AND MATERIALS:** The Contractor shall furnish all labor, materials mechanical workmanship, transportation, equipment and services necessary for the completion of work described in this Contract and in accordance with the plan (if any) and other contract documents.
2. **SUB-CONTRACTORS:** Sub-contractors, if any, engaged by the Contractor for the service shall be subject to the approval of the District. Contractor shall be held responsible for all operations of subcontractors and shall require them to maintain adequate worker's compensation and public liability insurance, and comply with Labor Code, Division 2, Part 7, and all other applicable laws pertaining to prevailing wages.
3. **SAFETY AND SECURITY:** It shall be the responsibility of the Contractor to ascertain from, and comply with, the District's rules and regulations pertaining to safety, security, and driving on school grounds, particularly when students are present.
4. **DEFAULT BY CONTRACTOR:** Failure to comply with any of the terms and/or conditions of the Contract shall constitute default by the Contractor.
5. **GUARANTEES:** The Contractor shall guarantee all labor and materials used in the performance of this Contract for a period of one (1) year from the date of acceptance by the District. Date of acceptance shall be considered date of final payment.
6. **CONTRACT CHANGES:** No changes or alterations to this Contract shall be made without specific written prior approval by the District, and in no event shall the change or alteration exceed ten percent (10%) of Contract and/or Purchase Order.
7. **DOCUMENT CONFLICT:** In case of conflict between specifications and drawings and/or actual site conditions such conflict shall be immediately called to the attention of the designated District representative. Resolution of conflict shall be in writing as approved by the District representative.
8. **WORKERS:**
 - a. Contractor shall at all times enforce strict discipline and good order among employees and shall not employ on work any unfit person or anyone not skilled in work assigned.
 - b. Any person in the employ of the contractor as an employee or sub-contractor whom the District may deem incompetent or unfit shall be dismissed from work and shall not again be employed on it except with written consent of the District.
9. **SUBSTITUTION:** No substitutions for materials specified shall be made without the prior approval of the District.
10. **CONTRACTOR SUPERVISION:** Contractor shall provide competent supervision of personnel employed on the job and correct use of all equipment employed to do the work. Supervisor shall be on the site at all times.
11. **PROTECTION OF WORK & PROPERTY:** The Contractor shall erect and properly maintain at all times, as required by conditions and progress or work, all necessary safeguards, signs, barriers, lights and watchers for protection of workers and the public, and shall post danger signs warning against hazards created by such features in the course of construction. In an emergency, which is threatening to life or the safety of life, to progress of work, or endangers adjoining property, Contractor, with special instruction or authorization from District, is hereby permitted to act, at Contractor's discretion, to prevent such threatened loss or injury. District representative shall be advised immediately if such action has been necessary.
12. **ACCESS TO WORK:** District representatives shall at all-time have access to work, wherever and whenever it is in preparation or progress. Contractor shall provide safe and proper facilities for such access.
13. **OCCUPANCY:** District reserves the right to occupy buildings and/or use facilities at any time before Contract completion and such occupancy shall not constitute final acceptance of any part of work covered by this contract, nor shall such occupancy extend the date for completion of the work.
14. **ASSIGNMENT OF CONTRACT AND/OR PURCHASE ORDER:** The Contractor shall not assign or transfer by operations of law or otherwise any or all of its rights, burdens, duties, or obligations without the prior written consent of the District.
15. **FORCE MAJEURE CLAUSE:** The parties to this Contract shall be excused from performance there under during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire, strike, loss or shortage of transportation facilities, lockout, commandeering of materials, products, plants or facilities by the government, when satisfactorily established that the non-performance is not due to the fault or neglect of the party performing.
16. **HOLD HARMLESS CLAUSE:** The Contractor shall hold harmless and indemnify the District, its officers and employees from:
 - a. Any injury to person or property sustained by any person, firm or corporation, employed directly or indirectly by Contractor upon or in connection with performance under this Contract or Purchase Order, however caused;
 - b. Any injury to person or property sustained by any person, firm or corporation, arising by any means whatsoever from the act, default, or omission of any sub-contractor, person, firm or corporation, directly or indirectly employed by the Contractor in connection with performance under the contract and/or Purchase Order.
17. **INSURANCE:** The supplier shall maintain at all times adequate insurance to protect the District from claims under Worker's Compensation Acts, and from claims for damages for personal injury, including death, and damage to property, which may arise from operations under the Contract. The Contractor is required to file with the District certificates of insurance naming the East Side Union High School District, its Board, officers, employees, and agents as additional insured parties to the coverage, prior to the start of work for:
 - a. Worker's Compensation and Employer's Liability Insurance.
 - b. Broad form Comprehensive General Liability Insurance, occurrence coverage, with a combined single limit of liability not less than \$1,000,000.
18. **PAYMENTS:** The District shall pay for services performed or materials delivered under this Contract upon completion of said work and upon presentation of invoice in triplicate by the Contractor. District representative will provide written approval and acceptance, and payment shall be made within a reasonable and proper time, normally within thirty (30) days.
19. **RELEASE AGAINST LIENS OR CLAIMS:** Contractor shall promptly pay all claims of persons or firms furnishing labor, equipment, or materials used in performing the work hereunder. The District may require Contractor to submit satisfactory evidence of payment and releases of all such claims. If there is any evidence of any unpaid claim, the District may withhold any payment until contractor has furnished such evidence of payment and release, and shall indemnify and defend the District against any liability or loss arising from any such claim.
20. **PERMITS AND LICENSES:** The Contractor and all employees or agents shall secure and maintain in force such certificates, licenses and permits as are required for the work and by law, in connection with the furnishing of materials, supplies or services herein listed.
21. **ANTI-DISCRIMINATION:** It is the Policy of the East Side Union High School District Board of Education, that in connection with all work performed under Construction and Purchasing Contracts, there be no discrimination against any employee engaged in the work because of race, color, ancestry, sex, national origin, or religious creed, and therefore the Contractor agrees to comply with applicable Federal and California laws including but not limited to the California Fair Employment Practices Act.
22. **LABOR CODE:** Contractor shall comply with the applicable provisions of the Labor Code, Division 2, Part 7, Ch. 1, Article 1-5, including the payment of the general prevailing rate of per diem wages. Approved wage scales are on file in the District's Purchasing Office.
23. **CLEAN-UP:** Debris shall be removed from the premises. Job-site shall be free of debris at all times when work is not actually being performed.
24. **NO SMOKING:** East Side Union High School District has a NO SMOKING policy at all sites. Contractors are responsible to make sure that no one smokes on school property.
25. **CONTRACTOR'S SAFETY PROGRAM:** Each Contractor who will perform work at the site be responsible for the job safety program. The safety program, in addition to normal legislative requirements of a safe program, will address the additional requirements to provide for the safety of anyone using the school site, to separate the construction area from the remaining school property, and to prohibit the use of school facilities by Contractor's employees unless specifically permitted otherwise.
26. **SUBMITTALS:** Staff Names: Within seven (7) days of commencement of construction operations, submit a list of the Contractor's principal staff assignments, including the job superintendent. Identify individuals and their duties and responsibilities. List their addresses and telephone number.
27. **FINGERPRINTS:** The contractor certifies that he or she is aware of the provisions of Education Code section 45122.1 and will comply with such provisions before commencing performance of the work of this contract.



AFFIDAVIT OF COMPLIANCE WITH ED CODE 45125.1

Education Code Section 45125.1 in relevant part provides:

- A. If the employees of an entity which has a contract with the school district have more than limited contact with students as defined by the school district, those employees must have their fingerprints submitted to the Department of Justice;
- B. The department of Justice shall determine whether the individuals have been arrested or convicted of a crime and notify the employer of criminal history;
- C. An entity with a school district contract shall not permit an employee to come in contact with pupils until the Department of Justice ascertains that the employee has not been convicted of a felony as defined in Education Code Section 45122.1.
- D. The entity must certify that none of its employees who may come in contact with pupils have been convicted of a felony as defined in Education Code Sect 4512231.
- E. The entity must provide a list of names of employees who may come in contact with pupils.

More than limited contact as defined by ESUHSD:

In determining that a contract employee has more than limited contact with pupils, the ESUHSD considers the following circumstances:

- A. The contractor will be on school grounds for more than a limited length of time, or on numerous occasions.
- B. Pupils will be in proximity to the site where the contractor will be working.
- C. The contractor will be working by himself or herself, without other school employee's supervision.

Please check one:

m I certify that my employees or I will not have more than limited contact with pupils during terms of the agreement.

m I certify that my employees or I will have more than limited contact with pupils during terms of the agreement and that:

- A. Each employee who may have contact with pupils has been fingerprinted;
- B. The Department of Justice has provided a report on the criminal background of each employee;
- C. No employee who may come in contact with pupils has been convicted of a crimes as defined in Education Code section 45122.2; and
- D. Attached is a list of the names of each employee who may come in contact with pupils

Any changes to the above information will be forwarded to the District immediately.

ACCEPTED BY: _____ Date: _____ Title: _____

INSURANCE CERTIFICATE REGARDING WORKER'S COMPENSATION

Labor Code Section 3700 in relevant part provides:

"Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation in one or more insurers duly up thrust to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees."

m I am aware of the provisions of Section 3700, of the Labor Code, which requires every employer to be insured against liability for worker's 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.

ACCEPTED BY: _____ Date: _____ Title: _____

Proper Name of Contractor: _____

DESIGNATED SUBCONTRACTORS LIST

PROJECT: **ST Bld 1300 Modernization (Rubber Floor Cut-Ins Bid Package 05)**

Bidder must list hereinafter the name and location of each subcontractor who will be employed, and the kind of Work that each will perform if the Contract is awarded to the Bidder. Bidder acknowledges and agrees that under Public Contract Code section 4100, et seq., it must clearly set forth below the name and location of each subcontractor who will perform work or labor or render service to the Bidder in or about the construction of the Work in an amount in excess of one-half of one percent (1/2 of 1%) of Bidder's total Bid, and that as to any Work that Bidder fails to list, Bidder agrees to perform that portion itself or be subjected to penalty under applicable law.

In case more than one subcontractor is named for the same kind of Work, state the portion that each will perform. Vendors or suppliers of materials only do not need to be listed.

If further space is required for the list of proposed subcontractors, additional sheets showing the required information, as indicated below, shall be attached hereto and made a part of this document.

Subcontractor Name: _____ **Location:** _____
CA Contractor License No. _____ **Expire date:** _____
DIR Registration No. _____ **Expire date:** _____ **Email:** _____
Portion of Work: _____
PLA Commitment? Yes

Subcontractor Name: _____ **Location:** _____
CA Contractor License No. _____ **Expire date:** _____
DIR Registration No. _____ **Expire date:** _____ **Email:** _____
Portion of Work: _____
PLA Commitment? Yes

Subcontractor Name: _____ **Location:** _____
CA Contractor License No. _____ **Expire date:** _____
DIR Registration No. _____ **Expire date:** _____ **Email:** _____
Portion of Work: _____
PLA Commitment? Yes

DESIGNATED SUBCONTRACTORS LIST

Subcontractor Name: _____ Location: _____
CA Contractor License No. _____ Expire date: _____
DIR Registration No. _____ Expire date: _____ Email: _____

Portion of Work: _____

PLA Commitment? Yes

Subcontractor Name: _____ Location: _____
CA Contractor License No. _____ Expire date: _____
DIR Registration No. _____ Expire date: _____ Email: _____

Portion of Work: _____

PLA Commitment? Yes

Subcontractor Name: _____ Location: _____
CA Contractor License No. _____ Expire date: _____
DIR Registration No. _____ Expire date: _____ Email: _____

Portion of Work: _____

PLA Commitment? Yes

Subcontractor Name: _____ Location: _____
CA Contractor License No. _____ Expire date: _____
DIR Registration No. _____ Expire date: _____ Email: _____

Portion of Work: _____

PLA Commitment? Yes

Subcontractor Name: _____ Location: _____
CA Contractor License No. _____ Expire date: _____
DIR Registration No. _____ Expire date: _____ Email: _____

Portion of Work: _____

DESIGNATED SUBCONTRACTORS LIST

PLA Commitment? Yes

Subcontractor Name: _____ **Location:** _____

CA Contractor License No. _____ Expire date: _____

DIR Registration No. _____ Expire date: _____ Email: _____

Portion of Work: _____

PLA Commitment? Yes

Subcontractor Name: _____ **Location:** _____

CA Contractor License No. _____ Expire date: _____

DIR Registration No. _____ Expire date: _____ Email: _____

Portion of Work: _____

PLA Commitment? Yes

Subcontractor Name: _____ **Location:** _____

CA Contractor License No. _____ Expire date: _____

DIR Registration No. _____ Expire date: _____ Email: _____

Portion of Work: _____

PLA Commitment? Yes

Date: _____

Proper Name of Bidder: _____

Signature: _____

Print Name: _____

Title: _____

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DESIGNATED SUBCONTRACTORS LIST

END OF DOCUMENT

Attachment C
Insurance Requirements
Page 1 of 3

Without limiting the Vendor's indemnification of ESUHSD, the Vendor shall provide and maintain at its own expense, during the term of the Contract(s), or as may be further required herein, the following insurance coverages and provisions:

A. Evidence of Coverage

Prior to commencement of a Contract, the Vendor shall provide a Certificate of Insurance certifying that coverage as required herein has been obtained along a separate special endorsement executed by the insurance carrier which actually modifies the vendor's insurance policy to include ESUHSD as additionally insured. In addition, a certified copy of the policy or policies shall be provided by the Vendor upon request.

This verification of coverage shall be sent to the Purchasing Department at ESUHSD, unless otherwise directed. The Vendor shall not receive a Notice to Proceed with the work under the Contract until it has obtained all insurance required and such insurance has been approved by the ESUHSD. This approval of insurance shall neither relieve nor decrease the liability of the Vendor.

B. Qualifying Insurers

All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A: VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by ESUHSD.

C. Insurance Required

1. Commercial General Liability Insurance - for bodily injury (including death) and property damage which provides limits as follows:

- a. Each occurrence - \$1,000,000
- b. General aggregate - \$2,000,000
- c. Products/Completed Operations aggregate - \$2,000,000
- d. Personal Injury- \$1,000,000

A minimum of 50% of each of the aggregate limits must remain available at all times unless coverage is project specific.

2. General liability coverage shall include:

- a. Premises and Operations
- b. Products/Completed
- c. Contractual liability, expressly including liability assumed under the resulting contract.
- d. Personal Injury liability
- e. Owners' and Vendors' Protective liability
- f. Severability of interest

3. General liability coverage shall include the following endorsements, copies of which shall be provided to ESUHSD:

Attachment C
Insurance Requirements
Page 2 of 3

a. Additional Insured Endorsement:

Insurance afforded by this policy shall also apply to ESUHSD, and members of the Board of Trustees, and the officers, agents, and employees of the ESUHSD, individually and collectively, as additional insureds. Such insurance shall also apply to any municipality in which the work occurs and they shall be named on the policy as additional insured (if applicable).

b. Primary Insurance Endorsement:

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the ESUHSD, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy.

c. Notice of Cancellation or Change of Coverage Endorsement:

Insurance afforded by this policy shall not be canceled or changed so as to no longer meet the specified ESUHSD insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the ESUHSD.

d. Contractual Liability Endorsement:

Insurance afforded by this policy shall apply to liability assumed by the insured under written contract with the ESUHSD.

4. Automobile Liability Insurance

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles.

5. Workers' Compensation and Employer's Liability Insurance

a. Statutory California Workers' Compensation coverage including broad form all-states coverage.

b. Employer's Liability coverage for not less than one million dollars (\$1,000,000) per occurrence.

6. Professional Errors and Omissions Liability Insurance

a. Coverage shall be in an amount of not less than one million dollars (\$1,000,000) per occurrence/aggregate.

b. If coverage contains a deductible or self-retention, it shall not be greater than twenty-five thousand dollars (\$25,000) per occurrence/event.

7. Claims Made Coverage

If coverage is written on a claim made basis, the Certificate of Insurance shall clearly state so. In addition to coverage requirements above, such policy shall provide that:

Attachment C
Insurance Requirements
Page 3 of 3

- a. Policy retroactive date coincides with or precedes the Consultant's start of work (including subsequent policies purchased as renewals or replacements).
- b. Consultant will make every effort to maintain similar insurance during the required extended period of coverage following project completion, including the requirement of adding all additional insureds.
- c. If insurance is terminated for any reason, Consultant agrees to purchase an extended reporting provision of at least two years to report claims arising from work performed in connection with this Agreement or Permit.
- d. Policy allows for reporting of circumstances or incidents that might give rise to future claims.

D. Special Provisions

The following provisions shall apply to the resulting contract:

1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by the Vendor and any approval of said insurance by the ESUHSD or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Vendor pursuant to the resulting contract, including but not limited to the provisions concerning indemnification.
2. The ESUHSD acknowledges that some insurance requirements contained in the resulting contract may be fulfilled by self-insurance on the part of the Vendor. However, this shall not in any way limit liabilities assumed by the Vendor under the resulting contract. Any self-insurance shall be approved in writing by the ESUHSD upon satisfactory evidence of financial capacity. Vendor's obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.
3. Should any of the work under the resulting contract be sublet, the Vendor shall require each of its subVendors of any tier to carry the aforementioned coverages, or Vendor may insure subVendors under its own policies.
4. The ESUHSD reserves the right to withhold payments to the Vendor in the event of material noncompliance with the insurance requirements outlined above.

NONCOLLUSION DECLARATION
Public Contracts Code Section 7106

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

STATE OF CALIFORNIA)
) ss. COUNTY OF _____)

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid. This bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly, or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person, or entity for such purpose. Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____, 20____, at _____ (City), _____(State).

Proper Name of Bidder: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT