

PROJECT MANUAL

PROJECT/CONTRACT NUMBER: 25-03

**Venetia Valley TK-8 School Landscape
Renovations**

SAN RAFAEL CITY SCHOOLS

February 28, 2025

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**SCHEDULES
VENETIA VALLEY TK-8 SCHOOL LANDSCAPE
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NOTICE TO BIDDERS

Notice is hereby given that the governing board ("Board") of the San Rafael City Schools ("District") will receive by electronic submission, bids for the following project, **Bid No. 25-03**, Bid Package **Venetia Valley TK-8 School Landscape Renovations** ("Project" or "Contract"):

The Project consists of: demolition of minor site elements and landscape demolition, fine grading, trenching for irrigation, installation of new irrigation elements, repairs to existing irrigation elements, repairs to existing landscape elements, site railings, minor concrete and paving upgrades, landscape areas preparation for plantings, new plantings, landscape maintenance.

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

A, and/or C-27

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

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.

Contract Documents will be available on or after February 28, 2025, and may be downloaded from the District's website, <https://www.srcsbondprogram.org/domain/16>.

The District will only receive bids submitted electronically. Bids will be received until **10:00 a.m., March 26, 2025**, only at the following email address bondprogram@srcs.org, after which time the bids will be opened and publicly read aloud via video conference. A link to the video conference will be provided by Addendum. Any bid that is submitted after this time shall be nonresponsive and returned to the bidder. **Each bidder is solely responsible for timely submission of its bid; the District is not responsible for any technological issues in a bidder's ability to timely submit its bid or portion thereof.** 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. Prior to publicly reading aloud bids at the video conference, the District reserves the right to verify the genuineness of any bid security. 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.

All bids shall be on the form provided by the District. Each bid must conform and be responsive to all pertinent Contract Documents, including, but not limited to, the Instructions to Bidders.

A bid bond by an admitted surety insurer on the form provided by the District a cashier's check or a certified check, drawn to the order of the San Rafael City Schools, in the amount of ten percent (10%) of the total bid price, shall accompany the Bid Form

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**NOTICE TO BIDDERS
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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.

A mandatory pre-bid conference and site visit will be held on **March 12, 2025, at 10 a.m. at Venetia Valley K-8 School 177 N. San Pedro Rd. San Rafael, California 94903**. All participants are required to meet and sign in front of the Multi-Purpose Building, after parking on N. San Pedro Rd., not on the site. The site visit is expected to take approximately 1 hour. Failure to attend or tardiness will render bid ineligible. Do not enter any school buildings.

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.

Pursuant to Education Code section 17550, the District is requiring the Bidder to purchase and to remove from the school grounds all old materials required by the specifications to be removed from any existing school building on the same school grounds and not required for school purposes and to state in his or her bid the amount which he or she will deduct from the price bid for the work as the purchase price of the old materials. The board shall let the contract to any responsible bidder whose net bid is the lowest, or shall reject all bids.

The successful Bidder and its subcontractors shall comply with sections 2449, 2449.1, 2449.2 of Title 13 of the California Code of Regulations, including by providing Certificate(s) of Reported Compliance for In-Use Off-Road Diesel-Fueled Fleets for the fleet selected for the contract and their listed subcontractors, if applicable, with its executed Contract.

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.

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: <<http://www.dir.ca.gov>>.

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.

The District shall award the Contract, if it awards it at all, to the lowest responsive responsible bidder based on: the base bid amount only.

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.

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"):

Venetia Valley TK-8 School Landscape Renovations

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 bids submitted electronically from bidders as stipulated in the Notice to Bidders. Email subject line must include the name of the Bidder, name of the Project, the Project Number and/or bid number.
4. Bids must be electronically submitted to the following email address bondprogram@srcs.org by date and time shown in the Notice to Bidders. Each bidder is solely responsible for timely submission of its bid; the District is not responsible for any technological issues affecting a bidder's ability to timely submit its bid or portion thereof. Bid emails must attach all documents as required herein.
5. Bids will be opened and publicly read aloud via video conference. A link to the video conference will be provided by Addendum. Prior to publicly reading aloud bids at the video conference, the District reserves the right to verify the genuineness of any bid security.
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.

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**INSTRUCTIONS TO BIDDERS
VENETIA VALLEY TK-8 SCHOOL LANDSCAPE
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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.
 - d. Non-Collusion Declaration.
10. Bidders must submit with their bids a legible photocopy of (i) a cashier's check or (ii) a certified check payable to District, or (iii) 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. Bidder must deposit the original of the bid bond, cashier's check, or certified check in the mail on the same day as the bid opening. 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, 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.

- (2) 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 **not** 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 **TEN (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 bondprogram@srcs.org. 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 <https://www.srcsbondprogram.org/domain/16>. Questions received less than **SEVEN (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. 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.

24. Discrepancies between written words and figures, or words and numerals, will be resolved in favor of figures or numerals.
25. 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.
26. 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.
27. 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. District may require Contractor to submit up to three (3) copies, each bearing an original signature.
 - b. Performance Bond (100%): On the form provided in the Contract Documents and fully executed as indicated on the form.
 - c. 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.
 - d. Insurance Certificates and Endorsements as required.
 - e. Workers' Compensation Certification.
 - f. Prevailing Wage and Related Labor Requirements Certification.
 - g. Off-Road Diesel-Fueled Fleet Certification.
 - h. Drug-Free Workplace Certification.
 - i. Tobacco-Free Environment Certification.
 - j. Drug and Alcohol-Free Schools Certification.
 - k. Workplace Violence Prevention Plan Certification.
 - l. Hazardous Materials Certification.
 - m. Lead-Based Materials Certification.

- n. Imported Materials Certification.
 - o. Criminal Background Investigation/Fingerprinting Certification.
 - p. Registered Subcontractors List: Must include Department of Industrial Relations (DIR) registration number of each subcontractor for all tiers.
28. 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.
29. 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.

30. It is the policy of the District that no qualified person shall be excluded from participating in, be denied the benefits of, or otherwise be subjected to discrimination in any consideration leading to the award of contract, based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, reproductive health decision making, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or veteran or military status. The Successful Bidder and its subcontractors shall comply with applicable federal and state laws, including, but not limited to the California Fair Employment and Housing Act, beginning with Government Code section 12900, and Labor Code section 1735.
31. Prior to the award of Contract, District reserves the right to consider the responsibility of the Bidder. District may conduct investigations as District deems necessary to assist in the evaluation of any bid and to establish the responsibility, including, without limitation, qualifications and financial ability of Bidders, proposed subcontractors, suppliers, and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to District's satisfaction within the prescribed time.

END OF DOCUMENT

EXISTING CONDITIONS

1. Summary

This document describes existing conditions at or near the Project, and use of information available regarding existing conditions. This document is **not** part of the Contract Documents. See General Conditions for definition(s) of terms used herein.

2. Reports and Information on Existing Conditions

- a. Documents providing a general description of the Site and conditions of the Work may have been collected by the San Rafael City Schools ("District"), its consultants, contractors, and tenants. These documents may, but are not required to, include previous contracts, contract specifications, tenant improvement contracts, as-built drawings, utility drawings, and information regarding underground facilities.
- b. Information regarding existing conditions may be inspected at the District offices or the Construction Manager's offices, if any, and copies may be obtained at cost of reproduction and handling upon Bidder's agreement to pay for such copies. These reports, documents, and other information are **not** part of the Contract Documents. These reports, documents, and other information do **not** excuse Contractor from fulfilling Contractor's obligation to independently investigate any or all existing conditions or from using reasonable prudent measures to avoid damaging existing improvements.
- c. Information regarding existing conditions may also be included in the Project Manual, but shall **not** be considered part of the Contract Documents.
- d. Prior to commencing this Work, Contractor and the District's representative shall survey the Site to document the condition of the Site. Contractor will record the survey in digital videotape format and provide an electronic copy to the District within fourteen (14) days of the survey.
- e. Contractor may also document any pre-existing conditions in writing, provided that both the Contractor and the District's representative agree on said conditions and sign a memorandum documenting the same.
- f. The reports and other data or information regarding existing conditions and underground facilities at or contiguous to the Project are the following:
 - (1) Original Construction Drawings.
 - (2) Survey of Site.
 - (3) Geotechnical Report(s).
 - (4) Hazardous Material Report(s).
 - (5) Videotaped Survey(s).

3. Use of Information

- a. Information regarding existing conditions was obtained only for use of District and its consultants, contractors, and tenants for planning and design and is **not** part of the Contract Documents.
- b. District does not warrant, and makes no representation regarding, the accuracy or thoroughness of any information regarding existing conditions. Bidder represents and agrees that in submitting a bid it is not relying on any information regarding existing conditions supplied by District.
- c. Under no circumstances shall District be deemed to warrant or represent existing above-ground conditions, as-built conditions, or other actual conditions, verifiable by independent investigation. These conditions are verifiable by Bidder by the performance of its own independent investigation that Bidder must perform as a condition to bidding and Bidder should not and shall not rely on this information or any other information supplied by District regarding existing conditions.
- d. Any information shown or indicated in the reports and other data supplied herein with respect to existing underground facilities at or contiguous to the Project may be based upon information and data furnished to District by the District's employees and/or consultants or builders of such underground facilities or others. District does not assume responsibility for the completeness of this information, and Bidder is solely responsible for any interpretation or conclusion drawn from this information.
- e. District shall be responsible only for the general accuracy of information regarding underground facilities, and only for those underground facilities that are owned by District, and only where Bidder has conducted the independent investigation required of it pursuant to the Instructions to Bidders, and discrepancies are not apparent.

4. Investigations/Site Examinations

- a. Before submitting a bid, each Bidder is responsible for conducting or obtaining any additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and underground facilities) at or contiguous to the Site or otherwise, that 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 or that Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price, and other terms and conditions of Contract Documents.
- b. On request, District will provide each Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies, as each Bidder deems necessary for submission of a bid. Bidders must fill all holes and clean up and restore the Site to its former condition upon completion of

its explorations, investigations, tests, and studies. Such investigations and Site examinations may be performed during any and all Site visits indicated in the Notice to Bidders and only under the provisions of the Contract Documents, including, but not limited to, proof of insurance and obligation to indemnify against claims arising from such work, and District's prior approval.

END OF DOCUMENT

SAN RAFAEL CITY SCHOOLS

**EXISTING CONDITIONS
VENETIA VALLEY TK-8 SCHOOL LANDSCAPE
RENOVATIONS
BID NO. 25-03
DOCUMENT 00 31 19-3**

BID FORM AND PROPOSAL

To: Governing Board of the San Rafael City Schools ("District" or "Owner")

From: _____
(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 Bid No.25-03, for the following project known as:

Venetia Valley TK-8 School Landscape Renovations

("Project" or "Contract") and will accept in full payment for that Work the following total lump sum amount, all taxes included:

<p>_____ dollars \$ _____</p> <p><i>BASE BID</i></p> <p><i>Bidder acknowledges and agrees that the Base Bid accounts for any and all Allowance(s).</i></p>	
---	--

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Additional Detail Regarding Calculation of Base Bid

1. **Allowance.** The Bidder’s Base Bid shall include the following Allowances for the Tasks/Work as noted here:

Task/Work	Allowance Value
Unforeseen Site Conditions	\$25,000
Total Allowance Value	\$25,000

The Allowance Value for an Allowance Item includes the direct cost of labor, materials, equipment, transportation, taxes and insurance associated with the applicable Allowance Item. All other costs, including Contractor’s overall project management and general conditions costs, overhead and fee, are deemed to be included in the Base Bid.

The District shall have sole discretion to authorize all expenditures from the Allowances. The District shall process expenditures from the Allowances in the form of an Allowance Expenditure Directive (“AED”). Any unused Allowance or unused portion thereof shall be deducted from the Contract Price to the benefit of the District.

2. The undersigned has reviewed the Work outlined in the Contract Documents and fully understands the scope of Work required in this Proposal, understands the construction and project management function(s) is described in the Contract Documents, and that each Bidder who is awarded a contract shall be in fact a prime contractor, not a subcontractor, to the District, and agrees that its Proposal, if accepted by the District, will be the basis for the Bidder to enter into a contract with the District in accordance with the intent of the Contract Documents.
3. The undersigned has notified the District in writing of any discrepancies or omissions or of any doubt, questions, or ambiguities about the meaning of any of the Contract Documents and has contacted the District before bid date to verify the issuance of any clarifying Addenda.
4. The undersigned agrees to commence work under this Contract on the date established in the Contract Documents and to complete all work within the time specified in the Contract Documents.
5. The liquidated damages clause of the General Conditions and Agreement is hereby acknowledged.
6. It is understood that the District reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of ninety (90) days.

7. The following documents are attached hereto:
- Bid Bond on the District's form or other security
 - Designated Subcontractors List
 - Site Visit Certification
 - Non-Collusion Declaration

8. Receipt and acceptance of the following Addenda is hereby acknowledged:

No. _____, Dated _____	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____

9. Bidder acknowledges that the license required for performance of the Work is a **A or C-27** license.
10. 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.
11. Bidder specifically acknowledges and understands that if it is awarded the Contract, that it shall perform the Work of the Project while complying with all requirements of the Department of Industrial Relations.
12. 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.
13. 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.
14. 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.
15. 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.

16. 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.

[SIGNATURE ON FOLLOWING PAGE]

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: _____

Signature: _____

Print Name: _____

Title: _____

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.: _____

END OF DOCUMENT

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"),
and _____, as
Surety ("Surety"), a corporation organized and existing under and by virtue of the laws of
the State of California and authorized to do business as a surety in the State of California,
are held and firmly bound unto the San Rafael City Schools ("District") of Marin County,
State of California, as Obligee, in an amount equal to **ten percent (10%) of the Base Bid**
plus alternates, for the payment of which sum well and truly to be made, we, and each of
us, bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and
severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted a
bid to the District for all Work specifically described in the accompanying bid for the
following project: _____ ("Project" or "Contract").

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

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

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

SAN RAFAEL CITY SCHOOLS

**BID BOND
VENETIA VALLEY TK-8 SCHOOL LANDSCAPE
RENOVATIONS
BID NO. 25-03
DOCUMENT 00 43 13-1**

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 been duly executed by the Principal and Surety above named, on the _____ day of _____, 20__.

Principal

By

Surety

By

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.

END OF DOCUMENT

DESIGNATED SUBCONTRACTORS LIST
(Public Contact Code Sections 4100-4114)

PROJECT: **Venetia Valley TK-8 School Landscape Renovations**

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

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

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

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

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Date: _____

Proper Name of Bidder: _____

Signature: _____

Print Name: _____

SAN RAFAEL CITY SCHOOLS

**DESIGNATED SUBCONTRACTORS LIST
VENETIA VALLEY TK-8 SCHOOL LANDSCAPE
RENOVATIONS
BID NO. 25-03
DOCUMENT 00 43 36-2**

Title:

END OF DOCUMENT

SAN RAFAEL CITY SCHOOLS

**DESIGNATED SUBCONTRACTORS LIST
VENETIA VALLEY TK-8 SCHOOL LANDSCAPE
RENOVATIONS
BID NO. 25-03
DOCUMENT 00 43 36-3**

SITE VISIT CERTIFICATION

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

PROJECT: **Venetia Valley TK-8 School Landscape Renovations**

Check option that applies:

_____ I certify that I visited the Site of the proposed Work, received the attached _____ pages of information, and became fully acquainted with the conditions relating to construction and labor. I fully understand the facilities, difficulties, and restrictions attending the execution of the Work under contract.

_____ I certify that _____ (Bidder's representative) visited the Site of the proposed Work, received the attached _____ pages of information, and became fully acquainted with the conditions relating to construction and labor. The Bidder's representative fully understood the facilities, difficulties, and restrictions attending the execution of the Work under contract.

Bidder fully indemnifies the San Rafael City Schools, its Architect, its Engineers, its Construction Manager, and all of their respective officers, agents, employees, and consultants from any damage, or omissions, related to conditions that could have been identified during my visit and/or the Bidder's representative's visit to the Site.

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

Date: _____

Proper Name of Bidder: _____

Signature: _____

Print Name: _____

Title: _____

ATTACHMENTS:

1.

2.

3.

END OF DOCUMENT

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

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.
[Title] [Name of Firm]

The 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 _____,
[Date]

at _____, _____.
[City] [State]

Date: _____

Proper Name of Bidder: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

OFF-ROAD DIESEL-FUELED FLEET CERTIFICATION

PROJECT/CONTRACT NO.: **Venetia Valley TK-8 School Landscape Renovations/Project No. 25-03** between the San Rafael City Schools ("District") and _____ ("Contractor" or "Bidder") ("Contract" or "Project").

Title 13 CCR sections 2449, 2449.1, and 2449.2, in compliance with Government Code sections 11346.2, subdivision (a)(3), and 11346.8, subdivision (c), applies to construction contractors who own or operate within California any vehicles with a diesel-fueled or alternative diesel fueled off-road compression-ignition engine with maximum power (max hp) of 25 horsepower (hp) or greater provided that the vehicle cannot be registered and driven safely on-road or was not designed to be driven on-road, even if it has been modified so that it can be driven safely on-road.

Section 2449(i), in relevant part, provides:

- (1) For a project involving the use of vehicles subject to this regulation, the prime contractor must obtain copies of the valid Certificate of Reported Compliance with the Regulation for In-Use Off-Road Diesel-Fueled Fleets for the fleet selected for the contract and their listed subcontractors, if applicable, prior to entering into a new or renewed contract with that fleet.
- (2) No prime contractor or public works awarding body, as applicable, shall enter into a contract with a fleet for which it does not have a valid Certificate of Reported Compliance for the fleet and its listed subcontractors, if applicable, prior to entering into a new or renewed contract with that fleet.
- (3) The Certificates of Reported Compliance received by the prime contractor for a project must be retained for three (3) years after that project's completion. Upon request by California Air Resources Board ("CARB"), these records must be provided to CARB within five (5) business days of the request.
- (4) Situations in which prime contractors or public works awarding bodies, as applicable, are contracting for projects that are considered emergency operations, as defined in section 2449(c)(18), are exempt from the requirements in section 2449(i)(1)-(3), but must still retain records verifying vehicles subject to the regulation that are operating on the emergency operations project are actually being operated on the project for emergency operations only. These records must include a description of the emergency, the address or a description of the specific location of the emergency, the dates on which the emergency operations were performed, and an attestation by the fleet that the vehicles are operated on the project for emergency operations only.

Section 2449(j), in relevant part, also states:

SAN RAFAEL CITY SCHOOLS

**OFF-ROAD DIESEL-FUELED FLEET
CERTIFICATION
VENETIA VALLEY TK-8 SCHOOL LANDSCAPE
RENOVATIONS
BID NO. 25-03
DOCUMENT 00 45 19.02-1**

- (1) Between March 1 and June 1 of each year, a prime contractor must collect new valid Certificates of Reported Compliance for the current compliance year, as defined in section 2449(n), from all fleets that have an ongoing contract with the prime contractor as of March 1 of that year. Prime contractors must not write contracts to evade this requirement.
- (2) Prime contractors shall only allow fleets with valid Certificates of Reported Compliance on the prime contractor's job sites.
- (3) If the prime contractor discovers that any fleet intending to operate vehicles subject to this regulation for the prime contractor does not have a valid Certificate of Reported Compliance, as defined in section 2449(n), or if the prime contractor observes any noncompliant vehicles subject to the regulation on the prime contractor's job site, then the prime contractor must report specified information regarding the fleet to CARB within five (5) business days of such discovery.
- (4) Upon request by CARB, the prime contractor must immediately disclose to CARB the name and contact information of each responsible party for all vehicles subject to this regulation operating at the job site or for the prime contractor.
- (5) The prime contractor shall prominently display signage for any project where vehicles subject to this regulation will operate for eight (8) calendar days or more. The signage must be posted by the eighth calendar day from which the first vehicle operates. The signage will be in lettering larger than size 14-point type and displayed in a conspicuous place where notices to employees are customarily posted at the job site or where there is employee foot traffic. If one of the above locations is also viewable by the public, it should be posted at that location. The signage must include specified information regarding idling regulations for In-Use Off-Road Diesel-Fueled Fleets with directions on how to report observed noncompliance of the provided regulations to CARB.

I am aware of the provisions of Title 13 CCR sections 2449, 2449.1, and 2449.2, which apply to every contractor who owns or operates off-road diesel fleet vehicles in California, and I will comply with such provisions, including providing Certificate(s) of Reported Compliance for In-Use Off-Road Diesel-Fueled Fleets for the fleet selected for the contract and their listed subcontractors, if applicable, with its bid.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

SAN RAFAEL CITY SCHOOLS

**OFF-ROAD DIESEL-FUELED FLEET
CERTIFICATION
VENETIA VALLEY TK-8 SCHOOL LANDSCAPE
RENOVATIONS
BID NO. 25-03
DOCUMENT 00 45 19.02-2**

Bidder must attach valid Certificate(s) Reported Compliance with the Regulation for In-Use Off-Road Diesel-Fueled Fleets provided by CARB for the fleet selected for the contract and their listed subcontractors, if applicable, to this form.

END OF DOCUMENT

SAN RAFAEL CITY SCHOOLS

**OFF-ROAD DIESEL-FUELED FLEET
CERTIFICATION
VENETIA VALLEY TK-8 SCHOOL LANDSCAPE
RENOVATIONS
BID NO. 25-03
DOCUMENT 00 45 19.02-3**

WORKERS' COMPENSATION CERTIFICATION

PROJECT/CONTRACT NO.: **Venetia Valley TK-8 School Landscape Renovations/Project No. 25-03** between the San Rafael City Schools ("District") and _____ ("Contractor" or "Bidder") ("Contract" or "Project").

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 by one or more insurers duly authorized to write compensation insurance in this state; and/or
- 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.

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: _____
Signature: _____
Print Name: _____
Title: _____

(In accordance with Labor Code sections 1860 and 1861, the above certificate must be signed and filed with the awarding body prior to performing any Work under this Contract.)

END OF DOCUMENT

**PREVAILING WAGE AND
RELATED LABOR REQUIREMENTS CERTIFICATION**

PROJECT/CONTRACT NO.: **Venetia Valley TK-8 School Landscape
Renovations/Project No. 25-03** between the San Rafael City Schools ("District") and _____

("Contractor" or "Bidder")
("Contract" or "Project").

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours' notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project including, without limitation, labor compliance monitoring and enforcement by the Department of Industrial Relations.

I hereby certify that I will also conform to the Federal Labor Standards Provisions regarding minimum wages, withholding, payrolls and basic records, apprentice and trainee employment requirements, equal employment opportunity requirements, Copeland Act requirements, Davis-Bacon and Related Act requirements, Contract Work Hours and Safety Standards Act requirements, and any and all other applicable requirements for federal funding for all Work on the above Project.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

DRUG-FREE WORKPLACE CERTIFICATION

PROJECT/CONTRACT NO.: **Venetia Valley TK-8 School Landscape Renovations/Project No. 25-03** between the 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.

SAN RAFAEL CITY SCHOOLS

**DRUG-FREE WORKPLACE CERTIFICATION
VENETIA VALLEY TK-8 SCHOOL LANDSCAPE
RENOVATIONS
BID NO. 25-03
DOCUMENT 00 45 46.03-1**

- 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: _____
Title: _____

END OF DOCUMENT

TOBACCO-FREE ENVIRONMENT CERTIFICATION

PROJECT/CONTRACT NO.: **Venetia Valley TK-8 School Landscape Renovations/Project No. 25-03** between the San Rafael City Schools ("District") and _____ ("Contractor" or "Bidder")

("Contract" or "Project").

This Tobacco-Free Environment Certification form is required from the successful Bidder.

Pursuant to, without limitation, 20 U.S.C. section 6083, Labor Code section 6400 et seq., Health & Safety Code section 104350 et seq., Business and Professions Code section 22950 et seq., and District Board policies, all District sites, including the Project site, are tobacco-free environments. Smoking and the use of tobacco products by all persons is prohibited on or in District property. District property includes school buildings, school grounds, school-owned vehicles and vehicles owned by others while on District property. The prohibition on smoking includes the use of any electronic smoking device that creates an aerosol or vapor, in any manner or in any form, and the use of any oral smoking device for the purpose of circumventing the prohibition of tobacco smoking. Further, Health & Safety Code section 11362.3 prohibits the smoking or use of cannabis or cannabis products in any place where smoking tobacco is prohibited.

I acknowledge that I am aware of the District's policy regarding tobacco-free environments at District sites, including the Project site and hereby certify that I will adhere to the requirements of that policy and not permit any of my firm's employees, agents, subcontractors, or my firm's subcontractors' employees or agents, to use tobacco and/or smoke on the Project site.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

DRUG AND ALCOHOL-FREE SCHOOLS CERTIFICATION

PROJECT/CONTRACT NO.: **Venetia Valley TK-8 School Landscape Renovations/Project No. 25-03** between the San Rafael City Schools ("District") and _____ ("Contractor" or "Bidder")

("Contract" or "Project").

Pursuant to, without limitation, District Board policies, all District sites, including the Project site, are drug and alcohol-free schools. Possession, use, or sale of drugs and alcohol is prohibited at any time in district-owned or leased buildings, on district property, and in district vehicles unless otherwise permitted by law.

I acknowledge that I am aware of the District's policy regarding drug and alcohol-free schools, including the Project site and hereby certify that I will adhere to the requirements of that policy and not permit any of my firm's employees, agents, subcontractors, or my firm's subcontractors' employees or agents, to possess, use or sell:

1. Any substance which may not lawfully be possessed, used, or sold in California.
2. Cannabis or cannabis products (Health and Safety Code, § 11362.3; 21 USC §§ 812, 844).
3. Alcohol beverages, unless approved by the Superintendent or designee for limited purposes specified in Business and Professions Code section 25608.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

WORKPLACE VIOLENCE PREVENTION PLAN CERTIFICATION

PROJECT/CONTRACT NO.: **Venetia Valley TK-8 School Landscape Renovations/Project No. 25-03** between the San Rafael City Schools ("District") and _____

_____ ("Contractor" or "Bidder")
("Contract" or "Project").

California Labor Code section 6401.9 requires covered employers to adopt a comprehensive workplace violence prevention plan, which shall be in writing and shall be available and easily accessible to the District's employees. To the extent that it may apply to Contractor's employees, the District's Workplace Violence Prevention Plan ("Prevention Plan") can be found here: is available at the District Office.

In light of Section 6401.9 of the California Labor Code, Contractor certifies that Contractor has ascertained that the personnel (including the entity's employees and Subcontractors) providing site services on the District's Project have (1) received comprehensive Prevention Plan training and (2) access to the Prevention Plan.

Contractor understands that the Project site will need to comply with the Prevention Plan requirements for its employees and Subcontractors. Personnel who have not received comprehensive Prevention Plan training and do not have access to the Prevention Plan or decline to state if they received such training and have access to the Prevention Plan will be treated as not receiving comprehensive Prevention Plan Training and not having access to the Prevention Plan.

Contractor agrees to compensate the District for any civil penalties and expenses (including attorney's fees) it accrues pursuant to the California Labor Code, including but not limited to, California Labor Code section 6401.9(g), for any California Labor Code violations stemming from Contractor's Project work.

I acknowledge that I am aware of the provisions of and hereby certify that I will adhere to the requirements of the California Labor Code section 6401.9.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

SAN RAFAEL CITY SCHOOLS

**WORKPLACE VIOLENCE PREVENTION PLAN
CERTIFICATION
VENETIA VALLEY TK-8 SCHOOL LANDSCAPE
RENOVATIONS
BID NO. 25-03
DOCUMENT 00 45 46.06-1**

**CRIMINAL BACKGROUND INVESTIGATION/
FINGERPRINTING CERTIFICATION**

PROJECT/CONTRACT NO.: **Venetia Valley TK-8 School Landscape Renovations/Project No. 25-03** between the San Rafael City Schools ("District") and _____ ("Contractor" or "Bidder")

("Contract" or "Project").

The undersigned does hereby certify to the District that I am a representative of the Contractor currently under contract with the District; that I am familiar with the facts herein certified; and that I am authorized and qualified to execute this certificate on behalf of Contractor.

Contractor certifies that it has taken at least one of the following actions (check all that apply):

- Pursuant to Education Code section 45125.2(a), Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Contractor's employees, Subcontractors or suppliers and District pupils at all times; and/or
- Pursuant to Education Code section 45125.2(a), 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 ("DOJ") 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' or suppliers' employees is:

Name: _____

Title: _____

NOTE: If Contractor is a sole proprietor, and elects the above option, Contractor must have the above-named employee's fingerprints prepared and submitted by District for submission to the DOJ, in accordance with Education Code section 45125.1(h). No work shall commence until such determination by DOJ has been made.

- Pursuant to Education Code section 45125.2(a), the District will take appropriate steps to protect the safety of any pupils that may come in contact with Contractor's employees, subcontractors or suppliers so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.2 shall not apply to Contractor under the Contract.
- The Work on the Contract is either (i) at an unoccupied school site and no employee of Contractor and/or subcontractor or supplier of any tier of the Contract shall come in contact with the District pupils or (ii) if Contractor's employees or any subcontractor or supplier of any tier of the Contract interacts with pupils, such interaction shall only take place under the immediate supervision and control of the pupil's parent or guardian or a school employee, so that the fingerprinting and criminal background investigation

SAN RAFAEL CITY SCHOOLS

**CRIMINAL BACKGROUND INVESTIGATION/
FINGERPRINTING CERTIFICATION
VENETIA
VALLEY TK-8 SCHOOL LANDSCAPE
RENOVATIONS
BID NO. 25-03
DOCUMENT 00 45 46.10-1**

requirements of Education Code section 45125.1 shall not apply to Contractor under the Contract.

- The Contractor, who is not a sole proprietor, has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees and all of its Subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the DOJ has determined (A) that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). When the Contractor performs the criminal background check, it shall immediately provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service. No work shall commence until the Department of Justice ascertains that Contractor's employees and any subcontractors' employees have not been convicted of a felony as defined in Education Code Section 45122.1.

A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto as ATTACHMENT "A;" and/or

- The Contractor is a sole proprietor and intends to comply with the fingerprinting requirements of Education Code section 45125.1(h) with respect to all Contractor's employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and hereby agrees to the District's preparation and submission of fingerprints such that the DOJ may determine (A) that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). No work shall commence until the Department of Justice ascertains that Contractor's employees and any subcontractors' employees have not been convicted of a felony as defined in Education Code Section 45122.1.

Contractor's responsibility for background clearance extends to all of its employees, Subcontractors or suppliers, and employees of Subcontractors or suppliers coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Date: _____
Proper Name of Contractor: _____
Signature: _____
Print Name: _____
Title: _____

[CONTINUED ON NEXT PAGE]

ATTACHMENT "A"

List of Employees/Subcontractors

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

If further space is required for the list of employees/subcontractors, attach additional copies of this page.

END OF DOCUMENT

SAN RAFAEL CITY SCHOOLS

**CRIMINAL BACKGROUND INVESTIGATION/
FINGERPRINTING CERTIFICATION VENETIA
VALLEY TK-8 SCHOOL LANDSCAPE
RENOVATIONS
BID NO. 25-03
DOCUMENT 00 45 46.10-4**

REGISTERED SUBCONTRACTORS LIST
(Labor Code Section 1771.1)

PROJECT: **Venetia Valley TK-8 School Landscape Renovations**

Date Submitted (for Updates): _____

Contractor acknowledges and agrees that it must clearly set forth below the name and Department of Industrial Relations (DIR) registration number of each subcontractor **for all tiers** who will perform work or labor or render service to Contractor or its subcontractors in or about the construction of the Work **at least two (2) weeks before the subcontractor is scheduled to perform work**. This document is to be updated as all tiers of subcontractors are identified.

Contractor acknowledges and agrees that, if Contractor fails to list as to any subcontractor of any tier who performs any portion of Work, the Contract is subject to cancellation and the Contractor will be subjected to penalty under applicable law.

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

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

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Subcontractor Name: _____

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Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Date: _____

Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

SAN RAFAEL CITY SCHOOLS

**REGISTERED SUBCONTRACTORS LIST
VENETIA VALLEY TK-8 SCHOOL
LANDSCAPE RENOVATIONS
BID NO. 25-03
DOCUMENT 00 45 49-2**

END OF DOCUMENT

SAN RAFAEL CITY SCHOOLS

**REGISTERED SUBCONTRACTORS LIST
VENETIA VALLEY TK-8 SCHOOL
LANDSCAPE RENOVATIONS
BID NO. 25-03
DOCUMENT 00 45 49-3**

NOTICE OF AWARD

Dated: _____ 20__

To: _____ (Contractor)

(Address)

From: Governing Board ("Board") of the San Rafael City Schools ("District")

Re: **Venetia Valley TK-8 School Landscape Renovations**,
Project No. 25-03 ("Project").

Contractor has been awarded the Contract for the above-referenced Project on _____
_____, 20__, by action of the District's Board.

The Contract Price is _____ Dollars (\$_____), and
includes alternates _____.

Three (3) copies of each of the Contract Documents (except Drawings) accompany this
Notice of Award. Three (3) sets of the Drawings will be delivered separately or otherwise
made available. Additional copies are available at cost of reproduction.

You must comply with the following conditions precedent within **SEVEN (7)** calendar days
of the date of this Notice of Award.

The Contractor 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.

- a. Agreement: To be executed by successful Bidder. District may require Contractor to submit up to three (3) 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 & 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.

SAN RAFAEL CITY SCHOOLS

**NOTICE OF AWARD
VENETIA VALLEY TK-8 SCHOOL
LANDSCAPE RENOVATIONS
BID NO. 25-03
DOCUMENT 00 51 00-1**

- h. Off-Road Diesel-Fueled Fleet Certification.
- i. Disabled Veteran Business Enterprise Participation Certification.
- j. Drug-Free Workplace Certification.
- k. Tobacco-Free Environment Certification.
- l. Workplace Violence Prevention Plan Certification.
- m. Hazardous Materials Certification.
- n. Lead-Based Materials Certification.
- o. Imported Materials Certification.
- p. Criminal Background Investigation/Fingerprinting Certification.
- q. Roofing Project Certification: from Contractor, Material Manufacturer and/or Vendor.

Failure to comply with these conditions within the time specified will entitle District to consider your bid abandoned, to annul this Notice of Award, and to declare your Bid Security forfeited, as well as any other rights the District may have against the Contractor.

After you comply with those conditions, District will return to you one fully signed counterpart of the Agreement.

SAN RAFAEL CITY SCHOOLS

BY: _____

NAME: _____

TITLE: _____

END OF DOCUMENT

AGREEMENT

THIS AGREEMENT IS MADE AND ENTERED INTO THIS _____ DAY OF _____
_____, 20____, by and between the San Rafael City Schools ("District") and _____
_____ ("Contractor") ("Agreement").

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

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

Venetia Valley TK-8 School Landscape Renovations/Project No. 25-03

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

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

- 2. The Contract Documents:** The complete Contract consists of all Contract Documents as defined in the General Conditions and incorporated herein by this reference. Any and all obligations of the District and Contractor are fully set forth and described in the Contract Documents. All Contract Documents are intended to cooperate so that any Work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all Contract Documents.
- 3. Interpretation of Contract Documents:** Should any question arise concerning the intent or meaning of Contract Documents, including the Drawings or Specifications, the question shall be submitted to the District for interpretation. If a conflict exists in the Contract Documents, valid, written modifications, beginning with the most recent, shall control over this Agreement (if any), which shall control over the Special Conditions, which shall control over any Supplemental Conditions, which shall control over the General Conditions, which shall control over the remaining Division 0 documents, which shall control over Division 1 Documents which shall control over Division 2 through Division 49 documents, which shall control over figured dimensions, which shall control over large-scale drawings, which shall control over small-scale drawings. In the case of a discrepancy or ambiguity solely between and among the Drawings and Specifications, the discrepancy or ambiguity shall be resolved in favor of the interpretation that will provide District with the functionally complete and operable Project described in the Drawings and Specifications. In no case shall a document calling for lower quality and/or quantity material or workmanship control. The decision of the District in the matter shall be final.

SAN RAFAEL CITY SCHOOLS

**AGREEMENT
VENETIA VALLEY TK-8 SCHOOL LANDSCAPE
RENOVATIONS
BID NO. 25-03
DOCUMENT 00 52 13-1**

4. **Time for Completion:** It is hereby understood and agreed that the Work under this Contract shall be completed within _____ (____) consecutive calendar days ("Contract Time") from the date specified in the District's Notice to Proceed or, only in the event no Notice to Proceed is issued, from the date Contractor first furnishes work on the Project, unless terminated by the District earlier for cause or for convenience.
5. **Completion - Extension of Time:** Should the Contractor fail to complete this Contract, and the Work provided herein, within the time fixed for completion, due allowance being made for the contingencies provided for herein, the Contractor shall become liable to the District for all loss and damage that the District may suffer on account thereof. The Contractor shall coordinate its Work with the Work of all other contractors. The District shall not be liable for delays resulting from Contractor's failure to coordinate its Work with other contractors in a manner that will allow timely completion of Contractor's Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the Work of other contractors.
6. **Liquidated Damages:** Time is of the essence for all work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Contractor's delay; therefore, Contractor agrees that it shall pay to the District the sum of _____ dollars (\$_____) per day as liquidated damages for each and every day's delay beyond the time herein prescribed in completion of the Work.

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

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

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

7. **Loss Or Damage:** The District and its agents and authorized representatives shall not in any way or manner be answerable or suffer loss, damage, expense, or liability for any loss or damage that may happen to the Work, or any part thereof, or in or about the same during its construction and before acceptance, and the Contractor shall assume all liabilities of every kind or nature arising from the Work, either by accident, negligence, theft, vandalism, or any cause whatsoever; and shall hold the District and its agents and authorized representatives harmless from all liability of every kind and nature arising from accident, negligence, or any cause whatsoever.

- 8. 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, lost bonding capacity, arising out of or in connection with this Contract for the services performed in connection with this Contract.
- 9. Insurance and Bonds:** Prior to issuance of the Notice to Proceed by the District, or, only in the event no Notice to Proceed is issued, prior to the date Contractor first furnishes work on the Project, Contractor shall provide all required certificates of insurance, insurance endorsements, and payment and performance bonds as evidence thereof.
- 10. Prosecution of Work:** If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this Contract, the District, may, pursuant to the General Conditions and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.
- 11. Authority of Architect, Project Inspector, and DSA:** Contractor hereby acknowledges that the Architect(s), the Project Inspector(s), and the Division of the State Architect ("DSA") have authority to approve and/or suspend Work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws and regulations. The Contractor shall be liable for any delay caused by its non-compliant Work.
- 12. Assignment of Contract:** Neither the Contract, nor any part thereof, nor any moneys due or to become due thereunder, may be assigned by the Contractor without the prior written approval of the District, nor without the written consent of the Surety on the Contractor's Performance Bond (the "Surety"), unless the Surety has waived in writing its right to notice of assignment.
- 13. Classification of Contractor's License:** Contractor hereby acknowledges that it currently holds valid Type _____ Contractor's license(s) issued by the State of California, Contractors' State License Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.
- 14. Registration as Public Works Contractor:** The Contractor and all Subcontractors currently are registered as public works contractors with the Department of Industrial Relations, State of California, in accordance with Labor Code section 1771.1.
- 15. Payment of Prevailing Wages:** The Contractor and all Subcontractors shall pay all workers on all Work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in

which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code. The Contractor and all Subcontractors shall comply with the Davis Bacon Act, applicable reporting requirements, and any other applicable requirements for federal funding. If a conflict exists, the more stringent provision shall control over this Agreement.

- 16. Labor Compliance Monitoring and Enforcement:** This Project is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations pursuant to Labor Code section 1771.4 and Title 8 of the California Code of Regulations. Contractor specifically acknowledges and understands that it shall perform the Work of this Agreement while complying with all the applicable provisions of Division 2, Part 7, Chapter 1, of the Labor Code, including, without limitation, the requirement that the Contractor and all of its Subcontractors shall timely submit complete and accurate electronic certified payroll records as required by the Contract Documents, or the District may not issue payment.
- 17. Contract Price:** In consideration of the foregoing covenants, promises, and agreements on the part of the Contractor, and the strict and literal fulfillment of each and every covenant, promise, and agreement, and as compensation agreed upon for the Work and construction, erection, and completion as aforesaid, the District covenants, promises, and agrees that it will well and truly pay and cause to be paid to the Contractor in full, and as the full Contract Price and compensation for construction, erection, and completion of the Work hereinabove agreed to be performed by the Contractor, the following price:

_____ **Dollars**
(\$ _____),

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

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

remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

- 21. Authority of Signatories:** 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 authorized and empowered to enter into this Contract. This Contract may be executed in one or more counterparts, each of which shall be deemed an original. For this Agreement, and for all Contract Documents requiring a signature, a facsimile or electronic signature shall be deemed to be the equivalent of the actual original signature. All counterparts so executed shall constitute one Contract binding all the Parties hereto.

[SIGNATURES ON FOLLOWING PAGE]

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

[CONTRACTOR NAME]

SAN RAFAEL CITY SCHOOLS

By: _____

By: _____

Title: _____

Title: _____

NOTE: If the Contractor executing this Contract is a corporation, the Contractor shall furnish to District satisfactory evidence of the authority of the officer signing on behalf of the corporation.

END OF DOCUMENT

SAN RAFAEL CITY SCHOOLS

**AGREEMENT
VENETIA VALLEY TK-8 SCHOOL LANDSCAPE
RENOVATIONS
BID NO. 25-03
DOCUMENT 00 52 13-5**

NOTICE TO PROCEED

Dated: _____, 20__

TO: _____
("Contractor")

ADDRESS: _____

PROJECT: **Venetia Valley TK-8 School Landscape Renovations**

PROJECT/CONTRACT NO.: 25-03 between the San Rafael City Schools and Contractor ("Contract").

You are notified that the Contract Time under the above Contract will commence to run on _____, 20__. By that date, you are to start performing your obligations under the Contract Documents. In accordance with the Agreement executed by Contractor, the date of completion is _____, 20__.

You must submit the following documents by 5:00 p.m. of the TENTH (10th) calendar day following the date of this Notice to Proceed:

- a. Contractor's preliminary schedule of construction.
- b. Contractor's preliminary schedule of values for all of the Work.
- c. Contractor's preliminary schedule of submittals, including Shop Drawings, Product Data, and Samples submittals.
- d. Contractor's Safety Plan specifically adapted for the Project.
- e. Registered Subcontractors List: A complete subcontractors list for all tiers, including the name, Department of Industrial Relations registration number, and portion of work.

Thank you. We look forward to a very successful Project.

SAN RAFAEL CITY SCHOOLS

BY: _____

NAME: _____

TITLE: _____

END OF DOCUMENT

ESCROW BID DOCUMENTATION

1. Requirement to Escrow Bid Documentation

- a. Contractor shall submit, within **SEVEN (7)** calendar days after the date of the Notice of Award, one copy of all documentary information received or generated by Contractor in preparation of bid prices for this Contract, as specified herein. This material is referred to herein as "Escrow Bid Documentation." The Escrow Bid Documentation of the Contractor will be held in escrow for the duration of the Contract.
- b. Contractor agrees, as a condition of award of the Contract, that the Escrow Bid Documentation constitutes all written information used in the preparation of its bid, and that no other written bid preparation information shall be considered in resolving disputes or claims. Contractor also agrees that nothing in the Escrow Bid Documentation shall change or modify the terms or conditions of the Contract Documents.
- c. The Escrow Bid Documentation will not be opened by District except as indicated herein. The Escrow Bid Documentation will be used only for the resolution of change orders and claims disputes.
- d. Contractor's submission of the Escrow Bid Documentation, as with the bonds and insurance documents required, is considered an essential part of the Contract award. Should the Contractor fail to make the submission within the allowed time specified above, District may deem the Contractor to have failed to enter into the Contract, and the Contractor shall forfeit the amount of its bid security, accompanying the Contractor's bid, and District may award the Contract to the next lowest responsive responsible bidder.
- e. NO PAYMENTS WILL BE MADE, NOR WILL DISTRICT ACCEPT PROPOSED CHANGE ORDERS UNTIL THE ABOVE REQUIRED INFORMATION IS SUBMITTED AND APPROVED.
- f. The Escrow Bid Documentation shall be submitted in person by an authorized representative of the Contractor to the District.

2. Ownership of Escrow Bid Documentation

- a. The Escrow Bid Documentation is, and shall always remain, the property of Contractor, subject to review by District, as provided herein.
- b. Escrow Bid Documentation constitute trade secrets, not known outside Contractor's business, known only to a limited extent and only by a limited number of employees of Contractor, safeguarded while in Contractor's possession, extremely valuable to Contractor, and could be extremely

valuable to Contractor's competitors by virtue of reflecting Contractor's contemplated techniques of construction. Subject to the provisions herein, District agrees to safeguard the Escrow Bid Documentation, and all information contained therein, against disclosure to the fullest extent permitted by law.

3. Format and Contents of Escrow Bid Documentation

- a. Contractor may submit Escrow Bid Documentation in its usual cost-estimating format; a standard format is not required. The Escrow Bid Documentation shall be submitted in the language (e.g., English) of the specification.
- b. Escrow Bid Documentation must clearly itemize the estimated costs of performing the work of each bid item contained in the bid schedule, separating bid items into sub-items as required to present a detailed cost estimate and allow a detailed cost review. The Escrow Bid Documentation shall include all subcontractor bids or quotes, supplier bids or quotes, quantity takeoffs, crews, equipment, calculations of rates of production and progress, copies of quotes from subcontractors and suppliers, and memoranda, narratives, add/deduct sheets, and all other information used by the Contractor to arrive at the prices contained in the bid proposal. Estimated costs should be broken down into Contractor's usual estimate categories such as direct labor, repair labor, equipment ownership and operation, expendable materials, permanent materials, and subcontract costs as appropriate. All labor rates must be broken down to specify any and all burden costs including, but not limited to, health and welfare pay, vacation and holiday pay, pension contributions, training rates, benefits of any kind, insurance of any kind, workers' compensation, liability insurance, truck expenses, supply expenses of any kind, payroll taxes, and any other taxes of any kind. Plant and equipment and indirect costs should be detailed in the Contractor's usual format. The Contractor's allocation of indirect costs, contingencies, markup, and other items to each bid item shall be identified.
- c. All costs shall be identified. For bid items amounting to less than \$10,000, estimated unit costs are acceptable without a detailed cost estimate, provided that labor, equipment, materials, and subcontracts, as applicable, are included and provided that indirect costs, contingencies, and markup, as applicable, are allocated.
- d. Bid Documentation provided by District should not be included in the Escrow Bid Documentation unless needed to comply with the following requirements.

4. Submittal of Escrow Bid Documentation

- a. The Escrow Bid Documentation shall be submitted by the Contractor in a sealed container within **SEVEN (7)** calendar days after the date of the Notice of Award. The container shall be clearly marked on the outside with the Contractor's name, date of submittal, project name and the words "Escrow

Bid Documentation – Intended to be opened in the presence of Authorized Representatives of Both District and Contractor”.

- b. By submitting Escrow Bid Documentation, Contractor represents that the material in the Escrow Bid Documentation constitutes all the documentary information used in preparation of the bid and that the Contractor has personally examined the contents of the Escrow Bid Documentation container and has found that the documents in the container are complete.
- c. If Contractor's proposal is based upon subcontracting any part of the work, each subcontractor whose total subcontract price exceeds 5 percent of the total contract price proposed by Contractor, shall provide separate Escrow Documents to be included with those of Contractor. Those documents shall be opened and examined in the same manner and at the same time as the examination described above for Contractor.
- d. If Contractor wishes to subcontract any portion of the Work after award, District retains the right to require Contractor to submit Escrow Documents for the Subcontractor before the subcontract is approved.

5. Storage, Examination and Final Disposition of Escrow Bid Documentation

- a. The Escrow Bid Documentation will be placed in escrow, for the life of the Contract, in a mutually agreeable institution. The cost of storage will be paid by Contractor for the duration of the project until final Contract payment. The storage facilities shall be the appropriate size for all the Escrow Bid Documentation and located conveniently to both District's and Contractor's offices.
- b. The Escrow Bid Documentation shall be examined by both District and Contractor, at any time deemed necessary by either District or Contractor, to assist in the negotiation of price adjustments and change orders or the settlement of disputes and claims. In the case of legal proceedings, Escrow Bid Documentation shall be used subject to the terms of an appropriate protective order if requested by Contractor and ordered by a court of competent jurisdiction. Examination of the Escrow Bid Documentation is subject to the following conditions:
 - (1) As trade secrets, the Escrow Bid Documentation is proprietary and confidential to the extent allowed by law.
 - (2) District and Contractor shall each designate, in writing to the other party **SEVEN (7)** calendar days prior to any examination, the names of representatives who are authorized to examine the Escrow Bid Documentation. No other person shall have access to the Escrow Bid Documentation.
 - (3) Access to the documents may take place only in the presence of duly designated representatives of the District and Contractor. If

Contractor fails to designate a representative or appear for joint examination on **SEVEN (7)** calendar days' notice, then the District representative may examine the Escrow Bid Documents alone upon an additional **THREE (3)** calendar days' notice if a representative of the Contractor does not appear at the time set.

(4) If a subcontractor has submitted sealed information to be included in the Escrow Bid Documents, access to those documents may take place only in the presence of a duly designated representative of the District, Contractor and that subcontractor. If that subcontractor fails to designate a representative or appear for joint examination on **SEVEN (7)** calendar days' notice, then the District representative and/or the Contractor may examine the Escrow Bid Documentation without that subcontractor present upon an additional **THREE (3)** calendar days' notice if a representative of that subcontractor does not appear at the time set.

c. The Escrow Bid Documentation will be returned to Contractor at such time as the Contract has been completed and final settlement has been achieved.

END OF DOCUMENT

ESCROW AGREEMENT IN LIEU OF RETENTION
(Public Contract Code Section 22300)

(Note: Contractor must use this form.)

This Escrow Agreement in Lieu of Retention ("Escrow Agreement") is made and entered into this _____ day of _____, 20____, by and between the San Rafael City Schools ("District"), whose address is 310 Nova Albion Way, San Rafael, California 94903, and _____ ("Contractor"), whose address is _____, and _____ ("Escrow Agent"), a state or federally chartered bank in the state of California, whose address is _____.

For the consideration hereinafter set forth, District, Contractor, and Escrow Agent agree as follows:

1. Pursuant to section 22300 of Public Contract Code of the State of California, which is hereby incorporated by reference, Contractor has the following two (2) options:
 - Deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by District pursuant to the Construction Contract No.25-03 entered into between District and Contractor for the **Venetia Valley TK-8 School Landscape Renovations** Project, in the amount of _____ Dollars (\$_____) dated, _____, 20____, (the "Contract"); **or**
 - On written request of Contractor, District shall make payments of the retention earnings for the above referenced Contract directly to Escrow Agent.

When Contractor deposits the securities as a substitute for Contract earnings (first option), Escrow Agent shall notify District within ten (10) calendar days of the deposit. The market value of the securities at the time of substitution and at all times from substitution until the termination of the Escrow Agreement shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Contract between District and Contractor.

Securities shall be held in the name of San Rafael City Schools, and shall designate Contractor as beneficial owner.

2. District shall make progress payments to Contractor for those funds which otherwise would be withheld from progress payments pursuant to Contract provisions, provided that Escrow Agent holds securities in form and amount specified above.
3. When District makes payment of retentions earned directly to Escrow Agent, Escrow Agent shall hold them for the benefit of Contractor until the time that the escrow created under this Escrow Agreement is terminated. Contractor may direct the investment of the payments into securities. All terms and conditions of this Escrow

SAN RAFAEL CITY SCHOOLS

ESCROW AGREEMENT IN LIEU OF RETENTION
VENETIA VALLEY TK-8 SCHOOL LANDSCAPE
RENOVATIONS
BID NO. 25-03
DOCUMENT 00 57 00-1

Agreement and the rights and responsibilities of the Parties shall be equally applicable and binding when District pays Escrow Agent directly.

4. Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account, and all expenses of District. The District will charge Contractor \$_____ for each of District's deposits to the escrow account. These expenses and payment terms shall be determined by District, Contractor, and Escrow Agent.
5. Interest earned on securities or money market accounts held in escrow and all interest earned on that interest shall be for sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to District.
6. Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from District to Escrow Agent that District consents to withdrawal of amount sought to be withdrawn by Contractor.
7. District shall have the right to draw upon the securities and/or withdraw amounts from the Escrow Account in the event of default by Contractor. Upon seven (7) days' written notice to Escrow Agent from District of the default, if applicable, Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by District. Escrow Agent shall not be authorized to determine the validity of any notice of default given by District pursuant to this paragraph, and shall promptly comply with District's instructions to pay over said escrowed assets. Escrow Agent further agrees to not interplead the escrowed assets in response to a conflicting demand.
8. Upon receipt of written notification from District certifying that the Contract is final and complete, and that Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all monies and securities on deposit and payments of fees and charges.
9. Escrow Agent shall rely on written notifications from District and Contractor pursuant to Paragraphs 5 through 8, inclusive, of this Escrow Agreement and District and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of securities and interest as set forth above.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

10. Names of persons who are authorized to give written notice or to receive written notice on behalf of District and on behalf of Contractor in connection with the foregoing, and exemplars of their respective signatures are as follows:

On behalf of District:

Title

Name

Signature

Address

On behalf of Contractor:

Title

Name

Signature

Address

On behalf of Escrow Agent:

Title

Name

Signature

Address

At the time that the Escrow Account is opened, District and Contractor shall deliver to Escrow Agent a fully executed copy of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their proper officers on the date first set forth above.

On behalf of District:

Title

Name

Signature

Address

On behalf of Contractor:

Title

Name

Signature

Address

END OF DOCUMENT

SAN RAFAEL CITY SCHOOLS

**ESCROW AGREEMENT IN LIEU OF RETENTION
VENETIA VALLEY TK-8 SCHOOL LANDSCAPE
RENOVATIONS
BID NO. 25-03
DOCUMENT 00 57 00-3**

PERFORMANCE BOND
(100% of Contract Price)

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

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board ("Board") of the 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:

Venetia Valley TK-8 School Landscape Renovations

("Project" or "Contract") which Contract dated _____, 20____, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof; and

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 _____ ("Surety") are held and firmly bound unto the Board of the District in the penal sum of

_____ Dollars (\$_____), lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents, to:

- Promptly perform all the work required to complete the Project; and
- 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.

SAN RAFAEL CITY SCHOOLS

PERFORMANCE BOND
VENETIA VALLEY TK-8 SCHOOL LANDSCAPE
RENOVATIONS
BID NO. 25-03
DOCUMENT 00 61 13.13-1

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 warranties 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 counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the _____ day of _____, 20__.

_____	_____
Principal	Surety
_____	_____
By	By

	Name of California Agent of Surety

	Address of California Agent of Surety

	Telephone No. of California Agent of Surety

SAN RAFAEL CITY SCHOOLS

**PERFORMANCE BOND
VENETIA VALLEY TK-8 SCHOOL LANDSCAPE
RENOVATIONS
BID NO. 25-03
DOCUMENT 00 61 13.13-2**

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

SAN RAFAEL CITY SCHOOLS

**PERFORMANCE BOND
VENETIA VALLEY TK-8 SCHOOL LANDSCAPE
RENOVATIONS
BID NO. 25-03
DOCUMENT 00 61 13.13-3**

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 the 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:

Venetia Valley TK-8 School Landscape Renovations

("Project" or "Contract") which Contract dated _____, 20____, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof; and

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 _____ ("Surety") are held and firmly bound unto all laborers, material men, and other persons referred to in said statutes in the sum of _____ Dollars (\$_____), lawful money of the United States, being a sum not less than the total amount payable by the terms of Contract, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

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 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 and to be included in the judgment therein rendered.

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

SAN RAFAEL CITY SCHOOLS

PAYMENT BOND
VENETIA VALLEY TK-8 SCHOOL LANDSCAPE
RENOVATIONS
BID NO. 25-03
DOCUMENT 00 61 13.16-1

the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

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 counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the _____ day of _____, 20__.

Principal	Surety
By	By
	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

SAN RAFAEL CITY SCHOOLS

**PAYMENT BOND
VENETIA VALLEY TK-8 SCHOOL LANDSCAPE
RENOVATIONS
BID NO. 25-03
DOCUMENT 00 61 13.16-2**

ALLOWANCE EXPENDITURE DIRECTIVE FORM

San Rafael City Schools
 310 Nova Albion Way
 San Rafael, CA 94903

ALLOWANCE EXPENDITURE DIRECTIVE NO.:

ALLOWANCE EXPENDITURE DIRECTIVE

Project: Venetia Valley TK-8 School Landscape Renovations

Date: _____
DSA File No.: _____
DSA Appl. No. _____

Bid No.: 25-03

The following parties agree to the terms of this Allowance Expenditure Directive ("AED"):

Owner Name, Address, Telephone:

Contractor Name, Address, Telephone:

Reference	Description	Allowance Authorized for Expenditure
Request for AED # Requested by: Performed by: Reason:	[Description of Allowance item relating to Work] [Requester] [Performer] [Reason]	\$
Request for AED # Requested by: Performed by: Reason:	[Description of Allowance item relating to Work] [Requester] [Performer] [Reason]	\$
Request for AED # Requested by: Performed by: Reason:	[Description of Allowance item relating to Work] [Requester] [Performer] [Reason]	\$

Total Contract Allowance Amount:	\$
Amount of Previously Approved Allowance Expenditure Directive(s):	\$

SAN RAFAEL CITY SCHOOLS

**ALLOWANCE EXPENDITURE DIRECTIVE
 VENETIA VALLEY TK-8 SCHOOL LANDSCAPE
 RENOVATIONS
 BID NO. 25-03
 DOCUMENT 00 63 40-1**

Amount of this Allowance Expenditure Directive:	\$
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The undersigned Contractor approves the foregoing release of Allowance for completion of each specified item, and agrees to furnish all labor, materials and services and perform all work necessary to complete any additional work specified for the consideration stated therein ("Work"). Submission of sums which have no basis in fact or which Contractor knows are false are at the sole risk of Contractor and may be a violation of the False Claims Act set forth under Government Code section 12650, et seq.

This Allowance Expenditure Directive must be signed by an authorized District representative.

It is expressly understood that the authorized allowance expenditure granted herein represents a full accord and satisfaction for any and all cost impacts of the items herein, and Contractor waives any and all further compensation based on the items herein. The value of the extra work or changes expressly includes any and all of the Contractor's costs and expenses, and its subcontractors, both direct and indirect. Any costs, expenses, or damages not included are deemed waived.

Signatures:

<p>DISTRICT:</p> <p>SAN RAFAEL CITY SCHOOLS</p> <p>Date: _____</p> <p>By: _____ [Print Name and Title here]</p>	<p>CONTRACTOR:</p> <p>_____</p> <p>Date: _____</p> <p>By: _____ [Print Name and Title here]</p>
<p>ARCHITECT:</p> <p>_____</p> <p>Date: _____</p> <p>By: _____ [Print Name and Title here]</p>	<p>PROJECT INSPECTOR:</p> <p>_____</p> <p>Date: _____</p> <p>By: _____ [Print Name and Title here]</p>

END OF DOCUMENT

DAILY FORCE ACCOUNT REPORT

From: Contractor
[Name/Address]

To: Owner
[Name/Address]

Project: Venetia Valley TK-8 School Landscape Renovations

Contractor hereby submits this Daily Force Account Report for Work performed, pursuant to Force Account Directive No. _____, on _____.
[Date of Work]

Contractor attests that the material, labor, and equipment itemized herein were used only on the force account work.

A. Material: *Attach all applicable invoices not provided in prior Daily Force Account Reports and complete the information below.*

Description	Unit Price	Quantity	Cost

Daily subtotal (w/out markup): \$ _____

B. Labor: *Labor must be fully Burdened. Attach timesheets, if applicable, and complete the information below.*

Name	Craft	Regular Hrs.	Rate	OT Hrs.	Rate

Daily subtotal (w/out markup): \$ _____

C. **Equipment:** Attach all applicable invoices not provided in prior Daily Force Account Reports and complete the information below.

Type / Model	Hrs. Operated	Rate

Daily subtotal (w/out markup): \$ _____

Complete based on information reported above.

	<u>WORK PERFORMED OTHER THAN BY CONTRACTOR</u>	<u>ADD</u>
(a)	<u>Material</u>	
(b)	<u>Add Labor</u>	
(c)	<u>Add Equipment</u>	
(d)	<u>Subtotal</u>	
(e)	<u>Add overhead and profit for any and all tiers of Subcontractor</u> , the total not to exceed ten percent (10%) of Item (d)	
(f)	<u>Subtotal</u>	
(g)	<u>Add Overhead and Profit for Contractor</u> , not to exceed five percent (5%) of Item (f)	
(h)	<u>Subtotal</u>	
(i)	<u>Add Bond and Insurance</u> , not to exceed two percent (2%) of Item (h)	
(j)	<u>TOTAL</u>	

	<u>WORK PERFORMED BY CONTRACTOR</u>	<u>ADD</u>
(a)	<u>Material</u>	
(b)	<u>Add Labor</u>	
(c)	<u>Add Equipment</u>	
(d)	<u>Subtotal</u>	
(e)	<u>Add Overhead and Profit for Contractor</u> , not to exceed fifteen percent (15%) of Item (d)	
(f)	<u>Subtotal</u>	
(g)	<u>Add Bond and Insurance</u> , not to exceed two percent (2%) of Item (f)	
(h)	<u>TOTAL</u>	

Submission of sums which have no basis in fact or which Contractor knows are false are at the sole risk of Contractor and may be a violation of the False Claims Act (Gov. Code, § 12650 et seq.).

It is expressly understood that all force account work for the date stated above must be reported herein, and Contractor may not claim any labor, equipment, material or any other costs or expenses not reported herein. Contractor is not entitled to separately recover amounts for overhead or other indirect costs. Any costs, expenses, or damages, not included are deemed waived.

SUBMITTED BY:

REVIEWED BY:

Contractor:

District:

[Name]

Date

[Name]

Date

District may require additional information from Contractor to review this Daily Force Account Report. Upon District's return of the Daily Force Account Report, Contractor may invoice the Work reflected therein. District's review and return of the Daily Force Account Report and/or payment for the force account work does not constitute acceptance of the Work or waiver of any Contract rights or criteria.

END OF DOCUMENT

PROPOSED CHANGE ORDER FORM

San Rafael City Schools
310 Nova Albion Way
San Rafael, CA 94903

PCO NO.:

Project: Venetia Valley TK-8 School Landscape Renovations
Bid No.: 25-03
RFI #: _____

Date: _____
DSA File No.: _____
DSA Appl. No.: _____

Contractor hereby submits for District's review and evaluation this Proposed Change Order ("PCO"), submitted in accordance with and subject to the terms of the Contract Documents, including Sections 17.7 and 17.8 of the General Conditions. Any spaces left blank below are deemed no change to cost or time.

Contractor understands and acknowledges that documentation supporting Contractor's PCO must be attached and included for District review and evaluation. Contractor further understands and acknowledges that failure to include documentation sufficient to, in District's discretion, support some or all of the PCO, shall result in a rejected PCO.

	<u>WORK PERFORMED OTHER THAN BY CONTRACTOR</u>	<u>ADD</u>	<u>DEDUCT</u>
(a)	<u>Material</u> (attach suppliers' invoice or itemized quantity and unit cost plus sales tax)		
(b)	<u>Add Labor</u> (attach itemized hours and rates, fully Burdened, and specify the hourly rate for each additional labor burden, for example, payroll taxes, fringe benefits, etc.)		
(c)	<u>Add Equipment</u> (attach suppliers' invoice)		
(d)	<u>Subtotal</u>		
(e)	<u>Add overhead and profit for any and all tiers of Subcontractor</u> , the total not to exceed ten percent (10%) of Item (d)		
(f)	<u>Subtotal</u>		
(g)	<u>Add General Conditions</u> (if Time is Compensable) (attach supporting documentation)		
(h)	<u>Subtotal</u>		
(i)	<u>Add Overhead and Profit for Contractor</u> , not to exceed five percent (5%) of Item (h)		
(j)	<u>Subtotal</u>		
(k)	<u>Add Bond and Insurance</u> , not to exceed two and one-half percent (2.5%) of Item (j)		
(l)	<u>TOTAL</u>		
(m)	<u>Time</u> (zero unless indicated; "TBD" not permitted)		____ Calendar Days

SAN RAFAEL CITY SCHOOLS

**PROPOSED CHANGE ORDER
VENETIA VALLEY TK-8 SCHOOL
LANDSCAPE RENOVATIONS
BID NO. 25-03
DOCUMENT 00 63 57-1**

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SAN RAFAEL CITY SCHOOLS

**PROPOSED CHANGE ORDER
VENETIA VALLEY TK-8 SCHOOL
LANDSCAPE RENOVATIONS
BID NO. 25-03
DOCUMENT 00 63 57-2**

	WORK PERFORMED BY CONTRACTOR	ADD	DEDUCT
(a)	Material (attach itemized quantity and unit cost plus sales tax)		
(b)	Add Labor (attach itemized hours and rates, fully Burdened, and specify the hourly rate for each additional labor burden, for example, payroll taxes, fringe benefits, etc.)		
(c)	Add Equipment (attach suppliers' invoice)		
(d)	Add General Conditions (if Time is Compensable) (attach supporting documentation)		
(e)	Subtotal		
(f)	Add Overhead and Profit for Contractor , not to exceed fifteen percent (15%) of Item (e)		
(g)	Subtotal		
(h)	Add Bond and Insurance , not to exceed two and one-half percent (2.5%) of Item (g)		
(i)	TOTAL		
(j)	Time (zero unless indicated; "TBD" not permitted)	_____ Calendar Days	

The undersigned Contractor approves the foregoing as to the changes, if any, to the Contract Price specified for each item, and as to the extension of time allowed, if any, for completion of the entire Work as stated herein, and agrees to furnish all labor, materials, and service, and perform all work necessary to complete any additional work specified for the consideration stated herein. Submission of sums which have no basis in fact or which Contractor knows are false are at the sole risk of Contractor and may be a violation of the False Claims Act set forth under Government Code section 12650 et seq. It is understood that the changes herein to the Contract shall only be effective when approved by the governing board of the District.

It is expressly understood that the value of the extra Work or changes expressly includes any and all of the Contractor's costs and expenses, direct and indirect, resulting from additional time required on the Project or resulting from delay to the Project including, without limitation, cumulative impacts. Contractor is not entitled to separately recover amounts for overhead or other indirect costs. Any costs, expenses, damages, or time extensions not included are deemed waived.

SUBMITTED BY:

Contractor:

[Name]

Date

END OF DOCUMENT

SAN RAFAEL CITY SCHOOLS

**PROPOSED CHANGE ORDER
VENETIA VALLEY TK-8 SCHOOL
LANDSCAPE RENOVATIONS
BID NO. 25-03
DOCUMENT 00 63 57-3**

CHANGE ORDER FORM

San Rafael City Schools
 310 Nova Albion Way
 San Rafael, CA 94903

CHANGE ORDER NO.:

CHANGE ORDER

Project: Venetia Valley TK-8 School Landscape Renovations
Bid No.: 25-03

Date: _____
DSA File No.: _____
DSA Appl. No.: _____

The following parties agree to the terms of this Change Order:

Owner: _____
 [Name / Address]

Contractor: _____
 [Name / Address]

Architect: _____
 [Name / Address]

Project Inspector: _____
 [Name / Address]

Reference	Description	Cost	Days Ext.
PCO # Requested by: Performed by: Reason:	[Description of change] [Requester] [Performer] [Reason]	\$	
PCO # Requested by: Performed by: Reason:	[Description of change] [Requester] [Performer] [Reason]	\$	
PCO # Requested by: Performed by: Reason:	[Description of change] [Requester] [Performer] [Reason]	\$	
Contract time will be adjusted as follows: Previous Completion Date: __[Date] _____[#] Calendar Days Extension (zero unless otherwise indicated) Current Completion Date: __[Date]	Original Contract Amount: Amount of Previously Approved Change Order(s): Amount of this Change Order: Contract Amount:	\$ \$ \$ \$	

SAN RAFAEL CITY SCHOOLS

**CHANGE ORDER FORM
 VENETIA VALLEY TK-8 SCHOOL LANDSCAPE
 RENOVATIONS
 BID NO. 25-03
 OCUMENT 00 63 63-1**

AGREEMENT AND RELEASE OF ANY AND ALL CLAIMS

THIS AGREEMENT AND RELEASE OF CLAIMS ("Agreement and Release") IS MADE AND ENTERED INTO THIS _____ DAY OF _____, 20__ by and between the SAN RAFAEL CITY SCHOOLS ("District") and _____ ("Contractor"), whose place of business is _____.

RECITALS

WHEREAS, District and Contractor entered into PROJECT/CONTRACT NO.: **Venetia Valley TK-8 School Landscape Renovations/Project No. 25-03** ("Contract" or "Project") in the County of Marin, California; and

WHEREAS, the Work under the Contract was completed on _____, and a Notice of Completion was recorded with the County Recorder on _____.

NOW, THEREFORE, it is mutually agreed between District and Contractor as follows:

AGREEMENT AND RELEASE

1. Contractor will only be assessed liquidated damages as detailed below:

Original Contract Sum	\$ _____
Modified Contract Sum	\$ _____
Payment to Date	\$ _____
Liquidated Damages	\$ _____
Payment Due Contractor	\$ _____

2. Subject to the provisions hereof, District shall forthwith pay to Contractor the undisputed sum of _____ Dollars (\$ _____) under the Contract, less any amounts represented by any notice to withhold funds on file with District as of the date of such payment.

3. Contractor acknowledges and hereby agrees that there are no unresolved or outstanding claims in dispute against District arising from the performance of work under the Contract, except for the claims described in Paragraph 4 and continuing obligations described in Paragraph 6. It is the intention of the parties in executing this Agreement and Release that this Agreement and Release shall be effective as a full, final and general release of all claims, demands, actions, causes of action, obligations, costs, expenses, damages, losses and liabilities of Contractor against District and all of its respective agents, employees, trustees, inspectors, assignees, consultants and transferees, except for any Disputed Claim that may be set forth in Paragraph 4 and the continuing obligations described in Paragraph 6 hereof.

SAN RAFAEL CITY SCHOOLS

**AGREEMENT AND RELEASE OF ANY AND ALL CLAIMS
VENETIA VALLEY TK-8 SCHOOL LANDSCAPE
RENOVATIONS
BID NO. 25-03**

4. The following claims are disputed (hereinafter, the "Disputed Claims") and are specifically excluded from the operation of this Agreement and Release:

<u>Claim No.</u>	<u>Description of Claim</u>	<u>Amount of Claim</u>	<u>Date Claim Submitted</u>
_____	_____	\$ _____	_____
_____	_____	\$ _____	_____
_____	_____	\$ _____	_____
_____	_____	\$ _____	_____
_____	_____	\$ _____	_____
_____	_____	\$ _____	_____

[If further space is required, attach additional sheets showing the required information.]

5. Consistent with California Public Contract Code section 7100, Contractor hereby agrees that, in consideration of the payment set forth in Paragraph 2 hereof, Contractor hereby releases and forever discharges District, all its agents, employees, inspectors, assignees, and transferees from any and all liability, claims, demands, actions, or causes of action of whatever kind or nature arising out of or in any way concerned with the Work under the Contract.
6. Guarantees and warranties for the Work, and any other continuing obligation of Contractor, including without limitation, the duty to defend, indemnify and hold harmless the District, shall remain in full force and effect as specified in the Contract Documents.
7. Contractor hereby waives the provisions of California Civil Code section 1542 which provides as follows:
- A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.
8. The provisions of this Agreement and Release are contractual in nature and not mere recitals and shall be considered independent and severable. If any such provision or any part thereof shall be at any time held invalid in whole or in part under any federal, state, county, municipal, or other law, ruling, or regulations, then such provision, or part thereof, shall remain in force and effect to the extent permitted by law, and the remaining provisions of this Agreement and Release shall also remain in full force and effect, and shall be enforceable.

9. All rights of District shall survive completion of the Work or termination of Contract, and execution of this Release.

* * * CAUTION: THIS IS A RELEASE - READ BEFORE EXECUTING * * *

SAN RAFAEL CITY SCHOOLS

Signature: _____

Print Name: _____

Title: _____

CONTRACTOR: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

GUARANTEE FORM

_____ ("Contractor") hereby agrees that the _____
_____ ("Work" of Contractor) which Contractor has installed for the San Rafael City
Schools ("District") for the following project:

PROJECT: **Venetia Valley TK-8 School Landscape Renovations**

("Project" or "Contract") has been performed in accordance with the requirements of the
Contract Documents and that the Work as installed will fulfill the requirements of the
Contract Documents.

The undersigned agrees to repair or replace any or all of such Work that may prove to be
defective in workmanship or material together with any other adjacent Work that may be
displaced in connection with such replacement within a period of _____
year(s) from the date of completion as defined in Public Contract Code section 7107,
subdivision (c), ordinary wear and tear and unusual abuse or neglect excepted. The date of
completion is _____, 20____.

In the event of the undersigned's failure to comply with the above-mentioned conditions
within a reasonable period of time, as determined by the District, but not later than seven
(7) days after being notified in writing by the District, the undersigned authorizes the
District to proceed to have said defects repaired and made good at the expense of the
undersigned. The undersigned shall pay the costs and charges therefor upon demand.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

Representatives to be contacted for service subject to terms of Contract:

Name: _____

Address: _____

Phone No.: _____

Email: _____

END OF DOCUMENT

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GENERAL CONDITIONS

1. CONTRACT TERMS AND DEFINITIONS

1.1 Definitions

Wherever used in the Contract Documents, the following terms shall have the meanings indicated, which shall be applicable to both the singular and plural thereof:

1.1.1 Adverse Weather: Shall be only weather that satisfies all of the following conditions: (1) unusually severe precipitation, sleet, snow, hail, or extreme temperature conditions in excess of the norm for the location and time of year it occurred based on the closest weather station data averaged over the past five years, (2) that is unanticipated and would cause unsafe work conditions and/or is unsuitable for scheduled work that should not be performed during inclement weather (i.e., exterior finishes), and (3) at the Project.

1.1.2 Allowance(s): The Allowance Item(s) identified in the Bid Form and Proposal and included in the Contract Price. Any unused portion of the Allowance will revert to the District documented by a deductive Change Order. Contractor hereby authorizes the District to execute a unilateral deductive Change Order at or near the end of the Project for all or any portion of the Allowance not allocated.

1.1.3 Allowance Expenditure Directive: Written authorization for expenditure of an Allowance, if any. Contractor shall not bill for or be due any portion of an Allowance unless the District has identified specific work, Contractor has submitted a price for that work or the District has proposed a price for that work, the District has accepted the cost for that work, and the District has executed an Allowance Expenditure Directive incorporating that work.

1.1.4 Approval, Approved, and/or Accepted: Written authorization, unless stated otherwise.

1.1.5 Architect (or "Design Professional in General Responsible Charge"): The individual, partnership, corporation, joint venture, or any combination thereof, named as Architect, who will have the rights and authority assigned to the Architect in the Contract Documents. The term Architect means the Design Professional in General Responsible Charge as defined in DSA PR 13-02 on this Project or the Architect's authorized representative.

1.1.6 As-Builts: Reproducible blue line prints of drawings to be prepared on a monthly basis pursuant to the Contract Documents, that reflect changes made during the performance of the Work, recording differences between the original design of the Work and the Work as constructed since the preceding monthly submittal. See **Record Drawings**.

1.1.7 Bidder: A contractor who intends to provide a proposal to the District to perform the Work of this Contract.

1.1.8 Burdened: The labor rate for Contractor or any Subcontractor inclusive of any and all burden costs including, but not limited to, health and welfare pay, vacation and holiday pay, pension contributions, training rates, benefits of any kind, insurance of any kind, workers' compensation, liability insurance, truck expenses, supply expenses of any kind, payroll taxes, and any other taxes of any kind.

1.1.9 Change Order: A written order to the Contractor authorizing an addition to, deletion from, or revision in the Work, and/or authorizing an adjustment in the Contract Price or Contract Time.

1.1.10 Claim: A Contractor Claim within the meaning of Public Contract Code sections 9204 and/or 20104 et seq.

1.1.11 Construction Change Directive: A written order prepared and issued by the District, the Construction Manager, and/or the Architect and signed by the District and the Architect, directing a change in the Work.

1.1.12 Construction Manager: The individual, partnership, corporation, joint venture, or any combination thereof, or its authorized representative, named as such by the District. If no Construction Manager is used on the Project that is the subject of this Contract, then all references to Construction Manager herein shall be read to refer to District.

1.1.13 Construction Schedule: The progress schedule of construction of the Project as provided by Contractor and approved by District.

1.1.14 Contract, Contract Documents: The Contract consists exclusively of the documents evidencing the agreement of the District and Contractor, identified as the Contract Documents. The Contract Documents consist of the following documents:

- 1.1.14.1** Notice to Bidders
- 1.1.14.2** Instructions to Bidders
- 1.1.14.3** Bid Form and Proposal
- 1.1.14.4** Bid Bond
- 1.1.14.5** Designated Subcontractors List
- 1.1.14.6** Site Visit Certification (if a site visit was required)
- 1.1.14.7** Non-Collusion Declaration
- 1.1.14.8** Off-Road Diesel-Fueled Fleet Certification (if applicable)
- 1.1.14.9** Notice of Award
- 1.1.14.10** Notice to Proceed
- 1.1.14.11** Agreement
- 1.1.14.12** Escrow of Bid Documentation
- 1.1.14.13** Escrow Agreement for Security Deposits in Lieu of Retention (if applicable)
- 1.1.14.14** Performance Bond
- 1.1.14.15** Payment Bond (Contractor's Labor & Material Bond)
- 1.1.14.16** General Conditions
- 1.1.14.17** Special Conditions (if applicable)
- 1.1.14.18** Project Labor Agreement (if applicable)

- 1.1.14.19** Hazardous Materials Procedures and Requirements
- 1.1.14.20** Workers' Compensation Certification
- 1.1.14.21** Prevailing Wage Certification
- 1.1.14.22** Disabled Veteran Business Enterprise Participation Certification (if applicable)
- 1.1.14.23** Drug-Free Workplace Certification (if applicable)
- 1.1.14.24** Tobacco-Free Environment Certification (if applicable)
- 1.1.14.25** Workplace Violence Prevention Plan Certification
- 1.1.14.26** Drug and Alcohol-Free Schools Certification (if applicable)
- 1.1.14.27** Hazardous Materials Certification (if applicable)
- 1.1.14.28** Lead-Based Materials Certification (if applicable)
- 1.1.14.29** Imported Materials Certification (if applicable)
- 1.1.14.30** Criminal Background Investigation/Fingerprinting Certification
- 1.1.14.31** Roofing Project Certification (if applicable)
- 1.1.14.32** Registered Subcontractors List
- 1.1.14.33** Iran Contracting Act Certification (if applicable)
- 1.1.14.34** Federal Debarment Certification (if applicable)
- 1.1.14.35** Federal Byrd Anti-Lobbying Certification (if applicable)
- 1.1.14.36** Post Bid Interview (if used)
- 1.1.14.37** All Plans, Technical Specifications, and Drawings
- 1.1.14.38** Any and all addenda to any of the above documents
- 1.1.14.39** Any and all change orders or written modifications to the above documents if approved in writing by the District

1.1.15 Contract Price: The total monies payable to the Contractor under the terms and conditions of the Contract Documents.

1.1.16 Contract Time: The time period stated in the Agreement for the completion of the Work.

1.1.17 Contractor: The person or persons identified in the Agreement as contracting to perform the Work to be done under this Contract, or the legal representative of such a person or persons.

1.1.18 Daily Job Report(s): Daily Project reports prepared by the Contractor's employee(s) who are present on Site, which shall include the information required herein.

1.1.19 Day(s): Unless otherwise designated, day(s) means calendar day(s).

1.1.20 Department of Industrial Relations (or "DIR"): is responsible, among other things, for labor compliance monitoring and enforcement of California prevailing wage laws and regulations for public works contracts.

1.1.21 Design Professional in General Responsible Charge: See definition of **Architect** above.

1.1.22 Dispute: A separate demand by Contractor for a time extension, or payment of money or damages arising from Work done by or on behalf of the Contractor pursuant to the Contract and payment of which is not otherwise expressly

provided for or Contractor is not otherwise entitled to; or an amount of payment disputed by the District.

1.1.23 District: The public agency or the school district for which the Work is performed. The governing board of the District or its designees will act for the District in all matters pertaining to the Contract. The District may, at any time,

1.1.23.1 Direct the Contractor to communicate with or provide notice to the Construction Manager or the Architect on matters for which the Contract Documents indicate the Contractor will communicate with or provide notice to the District; and/or

1.1.23.2 Direct the Construction Manager or the Architect to communicate with or direct the Contractor on matters for which the Contract Documents indicate the District will communicate with or direct the Contractor.

1.1.24 Drawings (or "Plans"): The graphic and pictorial portions of the Contract Documents showing the design, location, scope and dimensions of the work, generally including plans, elevations, sections, details, schedules, sequence of operation, and diagrams.

1.1.25 DSA: Division of the State Architect.

1.1.26 Force Account Directive: A process that may be used when the District and the Contractor cannot agree on a price for a specific portion of work or before the Contractor prepares a price for a specific portion of work and whereby the Contractor performs the work as indicated herein on a time and materials basis.

1.1.27 Job Cost Reports: Any and all reports or records detailing the costs associated with work performed on or related to the Project that Contractor shall maintain for the Project. Specifically, Job Cost Reports shall contain, but are not limited by or to, the following information: a description of the work performed or to be performed on the Project; quantity, if applicable, of work performed (hours, square feet, cubic yards, pounds, etc.) for the Project; Project budget; costs for the Project to date; estimated costs to complete the Project; and expected costs at completion. The Job Cost Reports shall also reflect all Contract cost codes, change orders, elements of non-conforming work, back charges, and additional services.

1.1.28 Labor Commissioner's Office (or "Labor Commissioner", also known as the Division of Labor Standards Enforcement ("DLSE")): Division of the DIR responsible for adjudicating wage claims, investigating discrimination and public works complaints, and enforcing Labor Code statutes and Industrial Welfare Commission orders.

1.1.29 Municipal Separate Storm Sewer System (or "MS4"): A system of conveyances used to collect and/or convey storm water, including, without limitation, catch basins, curbs, gutters, ditches, man-made channels, and storm drains.

1.1.30 Plans: See **Drawings**.

1.1.31 Premises: The real property owned by the District on which the Site is located.

1.1.32 Product(s): New material, machinery, components, equipment, fixtures and systems forming the Work, including existing materials or components required and approved by the District for reuse.

1.1.33 Product Data: Illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate a material, product, or system for some portion of the Work.

1.1.34 Program Manager: The individual, partnership, corporation, joint venture, or any combination thereof, or its authorized representative, named as such by the District. If no Program Manager is designated for Project that is the subject of this Contract, then all references to Program Manager herein shall be read to refer to District.

1.1.35 Project: The planned undertaking as provided for in the Contract Documents.

1.1.36 Project Inspector (or "Inspector"): The individual(s) retained by the District in accordance with title 24 of the California Code of Regulations to monitor and inspect the Project.

1.1.37 Project Labor Agreement (or "PLA"): a prehire collective bargaining agreement in accordance with Public Contract Code section 2500 et seq. that establishes terms and conditions of employment for a specific construction project or projects and/or is an agreement described in Section 158(f) of Title 29 of the United States Code.

1.1.38 Proposed Change Order (or "PCO"): a written request prepared by the Contractor requesting that the District and the Architect issue a Change Order based upon a proposed change to the Work.

1.1.39 Provide: Shall include "provide complete in place," that is, "furnish and install," and "provide complete and functioning as intended in place" unless specifically stated otherwise.

1.1.40 Qualified SWPPP Practitioners (or "QSP"): certified personnel that attended a State Water Resources Control Board sponsored or approved training class and passed the qualifying exam.

1.1.41 Record Drawings: Reproducible drawings (or Plans) prepared pursuant to the requirements of the Contract Documents that reflect all changes made during the performance of the Work, recording differences between the original design of the Work and the Work as constructed upon completion of the Project. See also **As-Builts**.

1.1.42 Request for Information (or "RFI"): A written request prepared by the Contractor requesting that the Architect provide additional information necessary to clarify or amplify an item in the Contract Documents that the Contractor believes

is not clearly shown or called for in the Drawings or Specifications or other portions of the Contract Documents, or to address problems that have arisen under field conditions.

1.1.43 Request for Substitution for Specified Item: A request by Contractor to substitute an equal or superior material, product, thing, or service for a specific material, product, thing, or service that has been designated in the Contract Documents by a specific brand or trade name.

1.1.44 Safety Orders: Written and/or verbal orders for construction issued by the California Division of Occupational Safety and Health ("CalOSHA") or by the United States Occupational Safety and Health Administration ("OSHA").

1.1.45 Safety Plan: Contractor's safety plan specifically adapted for the Project. Contractor's Safety Plan shall comply with all provisions regarding Project safety, including all applicable provisions in these General Conditions.

1.1.46 Samples: Physical examples that illustrate materials, products, equipment, finishes, colors, or workmanship and that, when approved in accordance with the Contract Documents, establish standards by which portions of the Work will be judged.

1.1.47 Shop Drawings: All drawings, prints, diagrams, illustrations, brochures, schedules, and other data that are prepared by the Contractor, a subcontractor, manufacturer, supplier, or distributor, that illustrate how specific portions of the Work shall be fabricated or installed.

1.1.48 Site: The Project site as shown on the Drawings.

1.1.49 Specifications: That portion of the Contract Documents, Division 1 through Division 49, and all technical sections, and addenda to all of these, if any, consisting of written descriptions and requirements of a technical nature of materials, equipment, construction methods and systems, standards, and workmanship.

1.1.50 State: The State of California.

1.1.51 Storm Water Pollution Prevention Plan (or "SWPPP"): A document which identifies sources and activities at a particular facility that may contribute pollutants to storm water and contains specific control measures and time frames to prevent or treat such pollutants.

1.1.52 Subcontractor: A contractor and/or supplier who is under contract with the Contractor or with any other subcontractor, regardless of tier, to perform a portion of the Work of the Project.

1.1.53 Submittal Schedule: The schedule of submittals as provided by Contractor and approved by District.

1.1.54 Surety: The person, firm, or corporation that executes as surety the Contractor's Performance Bond and Payment Bond, and must be a California admitted surety insurer as defined in the Code of Civil Procedure section 995.120.

1.1.55 Work: All labor, materials, equipment, components, appliances, supervision, coordination, and services required by, or reasonably inferred from, the Contract Documents, that are necessary for the construction and completion of the Project.

1.2 Laws Concerning the Contract; Venue

Contract is subject to all provisions of the Constitution and laws of California and the United States governing, controlling, or affecting District, or the property, funds, operations, or powers of District, and such provisions are by this reference made a part hereof. Any provision required by law to be included in this Contract shall be deemed to be inserted.

To the fullest extent permitted by California law, any action or proceeding that may be brought, or arise out of, in connection with or by reason of this Contract shall exclusively be litigated in the State of California and the county in which the District administration office is located shall be the venue for such litigation.

1.3 No Oral Agreements

No oral agreement or conversation with any officer, agent, or employee of District, either before or after execution of Contract, shall affect or modify any of the terms or obligations contained in any of the documents comprising the Contract.

1.4 No Assignment

Contractor shall not assign this Contract or any part thereof including, without limitation, any Work or money to become due hereunder without the prior written consent of the District. Assignment without District's prior written consent shall be null and void. Any assignment of money due or to become due under this Contract shall be subject to a prior lien for services rendered or material supplied for performance of work called for under this Contract in favor of all persons, firms, or corporations rendering services or supplying material to the extent that claims are filed pursuant to the Civil Code, Code of Civil Procedure, Government Code, Labor Code, and/or Public Contract Code, and shall also be subject to deductions for liquidated damages or withholding of payments as determined by District in accordance with this Contract. Contractor shall not assign or transfer in any manner to a Subcontractor or supplier the right to prosecute or maintain an action against the District.

1.5 Notice and Service Thereof

1.5.1 Any notice from one party to the other or otherwise under Contract shall be in writing and shall be dated and signed by the party giving notice or by a duly authorized representative of that party. Any notice shall not be effective for any purpose whatsoever unless served in one of the following manners:

1.5.1.1 If notice is given by personal delivery thereof, it shall be considered delivered on the day of delivery.

1.5.1.2 If notice is given by overnight delivery service, it shall be considered delivered one (1) day after date deposited, as indicated by the delivery service.

1.5.1.3 If notice is given by depositing same in United States mail, enclosed in a sealed envelope, it shall be considered delivered three (3) days after date deposited, as indicated by the postmarked date.

1.5.1.4 If notice is given by registered or certified mail with postage prepaid, return receipt requested, it shall be considered delivered on the day the notice is signed for.

1.5.1.5 Electronic mail may be used for convenience but is not a substitute for the notice and service requirements herein.

1.6 No Waiver

The failure of District in any one or more instances to insist upon strict performance of any of the terms of this Contract or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion. No action or failure to act by the District, Architect, or Construction Manager shall constitute a waiver of any right or duty afforded the District under the Contract, nor shall any action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

1.7 Substitutions for Specified Items

Unless the Special Conditions contain different provisions, Contractor shall not substitute different items for any items identified in the Contract Documents without prior written approval of the District.

1.8 Materials and Work

1.8.1 Except as otherwise specifically stated in this Contract, Contractor shall provide and pay for all materials, labor, tools, equipment, transportation, supervision, temporary constructions of every nature, and all other services, management, and facilities of every nature whatsoever necessary to execute and complete this Contract, in a good and workmanlike manner, within the Contract Time.

1.8.2 Unless otherwise specified, all materials shall be new and of the best quality of their respective kinds and grades as noted or specified, workmanship shall be of good quality, and Contractor shall use all diligence to inform itself fully as to the required manufacturer's instructions and to comply therewith.

1.8.3 Materials shall be furnished in ample quantities and at such times as to insure uninterrupted progress of Work and shall be stored properly and protected from the elements, theft, vandalism, or other loss or damage as required.

1.8.4 For all materials and equipment specified or indicated in the Drawings, the Contractor shall provide all labor, materials, equipment, and services necessary for complete assemblies and complete working systems, functioning as intended.

Incidental items not indicated on Drawings, nor mentioned in the Specifications, that can legitimately and reasonably be inferred to belong to the Work described, or be

necessary in good practice to provide a complete assembly or system, shall be furnished as though itemized here in every detail. In all instances, material and equipment shall be installed in strict accordance with each manufacturer's most recent published recommendations and specifications.

1.8.5 Contractor shall, after award of Contract by District and after relevant submittals have been reviewed, place orders for materials and/or equipment as specified so that delivery of same may be made without delays to the Work. Contractor shall, upon five (5) days' demand from District, present documentary evidence showing that orders have been placed.

1.8.6 District reserves the right but has no obligation, in response to Contractor's neglect or failure in complying with the above instructions, to place orders for such materials and/or equipment as the District may deem advisable in order that the Work may be completed at the date specified in the Contract, and all expenses incidental to the procuring of said materials and/or equipment shall be paid for by Contractor or deducted from payment(s) to Contractor.

1.8.7 Contractor warrants good title to all material, supplies, and equipment installed or incorporated in Work and agrees upon completion of all Work to deliver the Site to District, together with all improvements and appurtenances constructed or placed thereon by it, and free from any claims, liens, or charges. Contractor further agrees that neither it nor any person, firm, or corporation furnishing any materials or labor for any work covered by the Contract shall have any right to lien any portion of the Premises or any improvement or appurtenance thereon, except that Contractor may install metering devices or other equipment of utility companies or of political subdivision, title to which is commonly retained by utility company or political subdivision. In the event of installation of any such metering device or equipment, Contractor shall advise District as to owner thereof.

1.8.7.1 If a lien or a claim based on a stop payment notice of any nature should at any time be filed against the Work or any District property, by any entity that has supplied material or services at the request of the Contractor, Contractor and Contractor's Surety shall promptly, on demand by District and at Contractor's and Surety's own expense, take any and all action necessary to cause any such lien or a claim based on a stop payment notice to be released or discharged immediately therefrom.

1.8.7.2 If the Contractor fails to furnish to the District within ten (10) calendar days after demand by the District, satisfactory evidence that a lien or a claim based on a stop payment notice has been so released, discharged, or secured, the District may discharge such indebtedness and deduct the amount required therefor, together with any and all losses, costs, damages, and attorney's fees and expense incurred or suffered by District from any sum payable to Contractor under the Contract.

1.8.8 Nothing contained in this Article, however, shall defeat or impair the rights of persons furnishing materials or labor under any bond given by Contractor for their protection or any rights under any law permitting such protection or any rights under any law permitting such persons to look to funds due Contractor in hands of District

(e.g., stop payment notices), and this provision shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing material for work when no formal contract is entered into for such material.

1.8.9 Title to new materials and/or equipment for the Work of this Contract and attendant liability for its protection and safety shall remain with Contractor until incorporated in the Work of this Contract and accepted by District. No part of any materials and/or equipment shall be removed from its place of storage except for immediate installation in the Work of this Contract. Should the District, in its discretion, allow the Contractor to store materials and/or equipment for the Work off-site, Contractor will store said materials and/or equipment at a bonded warehouse and with appropriate insurance coverage at no cost to District. Contractor shall keep an accurate inventory of all materials and/or equipment in a manner satisfactory to District or its authorized representative and shall, at the District's request, forward it to the District.

1.8.10 [RESERVED]

2. [RESERVED]

3. ARCHITECT

3.1 The Architect shall represent the District during the Project and will observe the progress and quality of the Work on behalf of the District. Architect shall have the authority to act on behalf of District to the extent expressly provided in the Contract Documents and to the extent determined by District. Architect shall have authority to reject materials, workmanship, and/or the Work whenever rejection may be necessary, in Architect's reasonable opinion, to ensure the proper execution of the Contract.

3.2 Architect shall, with the District and on behalf of the District, determine the amount, quality, acceptability, and fitness of all parts of the Work, and interpret the Specifications, Drawings, and shall, with the District, interpret all other Contract Documents.

3.3 Architect shall have all authority and responsibility established by law, including title 24 of the California Code of Regulations.

3.4 Contractor shall provide District and the Construction Manager with a copy of all written communication between Contractor and Architect at the same time as that communication is made to Architect, including, without limitation, all RFIs, correspondence, submittals, claims, and proposed change orders.

4. CONSTRUCTION MANAGER

4.1 If a Construction Manager is used on this Project ("Construction Manager" or "CM"), the Construction Manager will provide administration of the Contract on the District's behalf. After execution of the Contract and Notice to Proceed, all correspondence and/or instructions from Contractor and/or District shall be forwarded through the Construction Manager. The Construction Manager will not be responsible for and will not have control or charge of construction means, methods, techniques,

sequences, or procedures or for safety precautions in connection with the Work, which shall all remain the Contractor's responsibility.

4.2 The Construction Manager, however, will have authority to reject materials and/or workmanship not conforming to the Contract Documents, as determined by the District, the Architect, and/or the Project Inspector. The Construction Manager shall also have the authority to require special inspection or testing of any portion of the Work, whether it has been fabricated, installed, or fully completed. Any decision made by the Construction Manager, in good faith, shall not give rise to any duty or responsibility of the Construction Manager to: the Contractor; any Subcontractor; the Contractor or Subcontractor's respective agents, employees; or other persons performing any of the Work. The Construction Manager shall have free access to any or all parts of Work at any time.

4.3 If the District does not use a Construction Manager on this Project, all references within the Contract Documents to Construction Manager or CM shall be read as District.

5. INSPECTOR, INSPECTIONS, AND TESTS

5.1 Project Inspector

5.1.1 One or more Project Inspector(s), including special Project Inspector(s), as required, will be assigned to the Work by District, in accordance with requirements of title 24, part 1, of the California Code of Regulations, to enforce the building code and monitor compliance with Plans and Specifications for the Project previously approved by the DSA. Duties of Project Inspector(s) are specifically defined in section 4-342 of said part 1 of title 24.

5.1.2 No Work shall be carried on except with the knowledge and under the inspection of the Project Inspector(s). The Project Inspector(s) shall have free access to any or all parts of Work at any time. Contractor shall furnish Project Inspector(s) reasonable opportunities for obtaining such information as may be necessary to keep Project Inspector(s) fully informed respecting progress and manner of work and character of materials, including, but not limited to, submission of form DSA 156 (or the most current version applicable at the time the Work is performed) to the Project Inspector at least 48 hours in advance of the commencement and completion of construction of each and every aspect of the Work. Forms are available on the DSA's website at: <http://www.dgs.ca.gov/dsa/Forms.aspx>. Inspection of Work shall not relieve Contractor from an obligation to fulfill this Contract. Project Inspector(s) and the DSA are authorized to suspend work whenever the Contractor and/or its Subcontractor(s) are not complying with the Contract Documents. Any work stoppage by the Project Inspector(s) and/or DSA shall be without liability to the District. Contractor shall instruct its Subcontractors and employees accordingly.

5.1.3 If Contractor and/or any Subcontractor requests that the Project Inspector(s) perform any inspection off-site, this shall only be done if it is allowable pursuant to applicable regulations and DSA approval, if the Project Inspector(s) agree to do so, and at the expense of the Contractor.

5.2 Tests and Inspections

5.2.1 Tests and Inspections shall comply with title 24, part 1, California Code of Regulations, group 1, article 5, section 4-335, and with the provisions of the Specifications.

5.2.2 The District will select an independent testing laboratory to conduct the tests. Selection of the materials required to be tested shall be by the laboratory or the District's representative and not by the Contractor. The Contractor shall notify the District's representative a sufficient time in advance of its readiness for required observation or inspection.

5.2.3 The Contractor shall notify the District's representative a sufficient time in advance of the manufacture of material to be supplied under the Contract Documents, which must by terms of the Contract Documents be tested, in order that the District may arrange for the testing of same at the source of supply. This notice shall be provided, at a minimum, seventy-two (72) hours prior to the manufacture of the material that needs to be tested.

5.2.4 Any material shipped by the Contractor from the source of supply prior to having satisfactorily passed such testing and inspection or prior to the receipt of notice from said representative that such testing and inspection will not be required, shall not be incorporated into and/or onto the Project.

5.2.5 The District will select the testing laboratory and pay for the cost of all tests and inspections, excepting those inspections performed at Contractor's request and expense. Contractor shall reimburse the District for any and all laboratory costs or other testing costs for any materials found to be not in compliance with the Contract Documents. At the District's discretion, District may elect to deduct laboratory or other testing costs for noncompliant materials from the Contract Price, and such deduction shall not constitute a withholding.

5.3 Costs for After Hours and/or Off Site Inspections

If the Contractor performs Work outside the Inspector's regular working hours or requests the Inspector to perform inspections off Site, costs of any inspections required outside regular working hours or off Site shall be borne by the Contractor and may be invoiced to the Contractor by the District or the District may deduct those expenses from the next Progress Payment.

6. CONTRACTOR

Contractor shall construct and complete, in a good and workmanlike manner, the Work for the Contract Price including any adjustment(s) to the Contract Price pursuant to provisions herein regarding changes to the Contract Price. Except as otherwise noted, Contractor shall provide and pay for all labor, materials, equipment, permits (excluding DSA), fees, licenses, facilities, transportation, taxes, bonds and insurance, and services necessary for the proper execution and completion of the Work, except as indicated herein.

6.1 Status of Contractor

6.1.1 Contractor represents and warrants that Contractor is an independent contractor or business entity that is: (i) free from the control and direction of the District in connection with the performance of the Services, (ii) performing Services that are outside the usual course of the District's business, and (iii) customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the Services performed, District being interested only in the results obtained. Contractor understands and agrees that it and all of its employees and its Subcontractors shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to Consultant's employees. Contractor is and shall at all times be wholly responsible for the manner in which it, its agents, and its Subcontractors perform the services required of it by the Contract Documents. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between the District, or any of the District's employees or agents, and Contractor or any of Contractor's Subcontractors, agents or employees. District shall be permitted to monitor the Contractor's activities to determine compliance with the terms of this Contract.

6.1.2 As required by law, Contractor and all Subcontractors shall be properly licensed and regulated by the Contractors State License Board, 9821 Business Park Drive, Sacramento, California 95827, <http://www.cslb.ca.gov>.

6.1.3 As required by law, Contractor and all Subcontractors shall be properly registered as public works contractors by the Department of Industrial Relations at: <https://efiling.dir.ca.gov/PWCR/ActionServlet?action=displayPWCRRegistrationForm> or current URL.

6.1.4 Contractor represents that Contractor and all Subcontractors shall not be presently debarred, suspended, proposed for disbarment, declared ineligible or excluded pursuant to either Labor Code section 1777.1 or Labor Code section 1777.7.

6.1.5 [RESERVED]

6.1.6 Contractor represents that it has no existing interest and will not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of Work required under this Contract and that no person having any such interest shall be employed by Contractor.

6.1.7 [RESERVED]

6.1.8 If Contractor intends to make any change in the name or legal nature of the Contractor's entity, Contractor must first notify the District in writing prior to

making any contemplated change. The District shall determine in writing if Contractor's intended change is permissible while performing this Contract.

6.2 Project Inspection Card(s)

Contractor shall verify that forms DSA 152 (or the current version applicable at the time the Work is performed) are issued for the Project prior to the commencement of construction.

6.3 Contractor's Supervision

6.3.1 During progress of the Work, Contractor shall keep on the Premises, and at all other locations where any Work related to the Contract is being performed, an experienced and competent project manager and construction superintendent who are employees of the Contractor, to whom the District does not object and at least one of whom shall be fluent in English, written and verbal.

6.3.2 The project manager and construction superintendent shall both speak fluently the predominant language of the Contractor's employees.

6.3.3 Before commencing the Work herein, Contractor shall give written notice to District of the name of its project manager and construction superintendent. Neither the Contractor's project manager nor construction superintendent shall be changed except with prior written notice to District. If the Contractor's project manager and/or construction superintendent proves to be unsatisfactory to Contractor, or to District, any of the District's employees, agents, the Construction Manager, or the Architect, the unsatisfactory project manager and/or construction superintendent shall be replaced. However, Contractor shall notify District in writing before any change occurs, but no less than two (2) business days prior. Any replacement of the project manager and/or construction superintendent shall be made promptly and must be satisfactory to the District. The Contractor's project manager and construction superintendent shall each represent Contractor, and all directions given to Contractor's project manager and/or construction superintendent shall be as binding as if given to Contractor.

6.3.4 Contractor shall give efficient supervision to Work, using its best skill and attention. Contractor shall carefully study and compare all Contract Documents, Drawings, Specifications, and other instructions and shall at once report to District, Construction Manager, and Architect any error, inconsistency, or omission that Contractor or its employees and Subcontractors may discover, in writing, with a copy to District's Project Inspector(s). The Contractor shall have responsibility for discovery of errors, inconsistencies, or omissions.

6.4 Duty to Provide Fit Workers

6.4.1 Contractor and Subcontractor(s) shall at all times enforce strict discipline and good order among their employees and shall not employ or work any unfit person or anyone not skilled in work assigned to that person. It shall be the responsibility of Contractor to ensure compliance with this requirement. District may require Contractor to permanently remove unfit persons from Project Site.

6.4.2 Any person in the employ of Contractor or Subcontractor(s) whom District may deem incompetent or unfit shall be excluded from working on the Project and shall not again be employed on the Project except with the prior written consent of District.

6.4.3 The Contractor shall furnish labor that can work in harmony with all other elements of labor employed or to be employed in the Work.

6.4.4 Fingerprinting. Contractor shall comply with the provisions of Education Code section 45125.2 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees, its subcontractor(s), and its subcontractors' employees. Contractor shall not permit any employee to have any contact with District pupils until such time as Contractor has verified in writing to the governing board of the District, (A) that such employee has not been convicted of a violent or serious felony, as defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). Contractor shall fully complete and perform all tasks required pursuant to the Criminal Background Investigation/ Fingerprinting Certification.

6.5 Field Office

6.5.1 Contractor shall provide a temporary office on the Site for the District's use exclusively, during the term of the Contract.

6.6 Purchase of Materials and Equipment

The Contractor is required to order, obtain, and store materials and equipment sufficiently in advance of its Work at no additional cost or advance payment from District to assure that there will be no delays.

6.7 Documents on Work

6.7.1 Contractor shall at all times keep on the Site, or at another location as the District may authorize in writing, one legible copy of all Contract Documents, including Addenda and Change Orders, and Titles 19 and 24 of the California Code of Regulations, the specified edition(s) of the Uniform Building Code, all approved Drawings, Plans, Schedules, and Specifications, and all codes and documents referred to in the Specifications, and made part thereof. These documents shall be kept in good order and available to District, Construction Manager, Architect, Architect's representatives, the Project Inspector(s), and all authorities having jurisdiction. Contractor shall be acquainted with and comply with the provisions of these titles as they relate to this Project. (See particularly the duties of Contractor, Title 24, Part 1, California Code of Regulations, section 4-343.) Contractor shall also be acquainted with and comply with all California Code of Regulations provisions relating to conditions on this Project, particularly Titles 8 and 17. Contractor shall coordinate with Architect and Construction Manager and shall submit its verified report(s) according to the requirements of Title 24.

6.7.2 Daily Job Reports.

6.7.2.1 Contractor shall maintain, at a minimum, at least one (1) set of Daily Job Reports on the Project. These must be prepared by the Contractor's employee(s) who are present on Site, and must include, at a minimum, the following information:

- 6.7.2.1.1** A brief description of all Work performed on that day.
- 6.7.2.1.2** A summary of all other pertinent events and/or occurrences on that day.
- 6.7.2.1.3** The weather conditions on that day.
- 6.7.2.1.4** A list of all Subcontractor(s) working on that day, including DIR registration numbers.
- 6.7.2.1.5** A list of each Contractor employee working on that day and the total hours worked for each employee.
- 6.7.2.1.6** A complete list of all equipment on Site that day, whether in use or not.
- 6.7.2.1.7** A complete list of all materials, supplies, and equipment delivered on that day.
- 6.7.2.1.8** A complete list of all inspections and tests performed on that day.

6.7.2.2 Each day Contractor shall provide a copy of the previous day's Daily Job Report to the District or the Construction Manager.

6.8 Preservation of Records

Contractor shall maintain, and District shall have the right to inspect, Contractor's financial records for the Project, including, without limitation, Job Cost Reports for the Project in compliance with the criteria set forth herein. The District shall have the right to examine and audit all Daily Job Reports or other Project records of Contractor's project manager(s), project superintendent(s), and/or project foreperson(s), all certified payroll records and/or related documents including, without limitation, Job Cost Reports, payroll, payment, timekeeping and tracking documents; all books, estimates, records, contracts, documents, bid documents, bid cost data, subcontract job cost reports, and other data of the Contractor, any Subcontractor, and/or supplier, including computations and projections related to bidding, negotiating, pricing, or performing the Work or Contract modification, in order to evaluate the accuracy, completeness, and currency of the cost, manpower, coordination, supervision, or pricing data at no additional cost to the District. These documents may be duplicative and/or be in addition to any Bid Documents held in escrow by the District. The Contractor shall make available at its office at all reasonable times the materials described in this paragraph for the examination, audit, or reproduction until three (3) years after final payment under this Contract. Notwithstanding the provisions above, Contractor shall provide any records requested by any governmental agency, if available, after the time set forth above.

6.9 Integration of Work

6.9.1 Contractor shall do all cutting, fitting, patching, and preparation of Work as required to make its several parts come together properly, to fit it to receive or be received by work of other contractors, and to coordinate tolerances to various pieces of work, showing upon, or reasonably implied by, the Drawings and Specifications for

the completed structure, and shall conform them as District and/or Architect may direct.

6.9.2 Contractor shall make its own layout of lines and elevations and shall be responsible for the accuracy of both Contractor's and Subcontractors' work resulting therefrom.

6.9.3 Contractor and all Subcontractors shall take all field dimensions required in performance of the Work and shall verify all dimensions and conditions on the Site. All dimensions affecting proper fabrication and installation of all Work must be verified prior to fabrication by taking field measurements of the true conditions. If there are any discrepancies between dimensions in drawings and existing conditions which will affect the Work, Contractor shall bring such discrepancies to the attention of the District and Architect for adjustment before proceeding with the Work. In doing so, it is recognized that Contractor is not acting in the capacity of a licensed design professional, and that Contractor's examination is made in good faith to facilitate construction and does not create an affirmative responsibility of a design professional to detect errors, omissions or inconsistencies in the Contract Documents or to ascertain compliance with applicable laws, building codes or regulations. However, nothing in this provision shall abrogate Contractor's responsibilities for discovering and reporting any error, inconsistency, or omission pursuant to the Contract within the Contractor's standard of care including, without limitation, any applicable laws, ordinance, rules, or regulations. Following receipt of written notice from Contractor, the District and/or Architect shall inform Contractor what action, if any, Contractor shall take with regard to such discrepancies.

6.9.4 All costs caused by noncompliant, defective, or delayed Work shall be borne by Contractor, inclusive of repair work. Schedule delays resulting from unauthorized work shall be Contractor's responsibility.

6.9.5 Contractor shall not endanger any work performed by it or anyone else by cutting, excavating, or otherwise altering work and shall not cut or alter work of any other contractor except with consent of District.

6.10 Notifications

6.10.1 Contractor shall notify the Architect and Project Inspector, in writing, of the commencement 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 applicable at the time the Work is performed) to the Project Inspector. Forms are available on the DSA's website at: <http://www.dgs.ca.gov/dsa/Forms.aspx>.

6.10.2 Contractor shall notify the Architect and Project Inspector, in writing, of the completion of construction of each and every aspect of the Work at least 48 hours in advance by submitting form DSA 156 (or current version) to the Project Inspector.

6.11 Obtaining of Permits, Licenses and Registrations

6.11.1 Contractor shall secure and pay for all permits (except DSA), licenses, registrations, approvals and certificates necessary for prosecution of Work, including but not limited to those listed in the Special Conditions, if any, before the date of the commencement of the Work or before the permits, licenses, registrations, approvals and certificates are legally required to continue the Work without interruption. The Contractor shall obtain and pay, only when legally required, for all licenses, registrations, approvals, permits, inspections, and inspection certificates required to be obtained from or issued by any authority having jurisdiction over any part of the Work included in the Contract. All final permits, licenses, registrations, approvals and certificates shall be delivered to District before demand is made for final payment.

6.11.2 General Permit For Storm Water Discharges Associated With Construction and Land Disturbance Activities.

6.11.2.1 Contractor acknowledges that all California school districts are obligated to develop and implement the following requirements for the discharge of storm water to surface waters from its construction and land disturbance activities pursuant to the Clean Water Act and Porter Cologne Water Quality Act. District has determined that the construction of this Project requires enrollment in the Construction Storm Water Permit. District has filed certain submittals referred to as Permit Registration Documents ("PRDS") with the Regional Water Control Board ("Storm Water Pollution Prevention Plan" or "SWPPP").

6.11.2.2 Contractor shall comply with any District SWPPP that is approved by the District and applicable to the Project, at no additional cost to the District. Contractor shall pay any fees and any penalties that may imposed by a regulatory agency for its non-compliance with the SWPPP during the course of Work.

6.11.2.3 Contractor shall provide a Qualified Storm Water Practitioner ("QSP") at no additional cost to the District, who shall perform on-site inspections and implement and monitor any and all SWPPP requirements applicable to the Project, including required visual observations, sampling, analysis, reporting and record keeping, including of Total Maximum Daily Loads ("TMDL") of pollutants and construction dewatering and discharge, and Best Management Practices ("BMPs").

6.12 Royalties and Patents

6.12.1 Contractor shall obtain and pay, only when legally required, all royalties and license fees necessary for prosecution of Work before the earlier of the date of the commencement of the Work or the date that the license is legally required to continue the Work without interruption. Contractor shall defend suits or claims of infringement of patent, copyright, or other rights and shall hold the District, the Architect, and the Construction Manager harmless and indemnify them from loss on account thereof except when a particular design, process, or make or model of product is required by the Contract Documents. However, if the Contractor has

reason to believe that the required design, process, or product is an infringement of a patent or copyright, the Contractor shall indemnify and defend the District, Architect and Construction Manager against any loss or damage unless the Contractor promptly informs the District of its information.

6.12.2 The review by the District or Architect of any method of construction, invention, appliance, process, article, device, or material of any kind shall be only its adequacy for the Work and shall not approve use by the Contractor in violation of any patent or other rights of any person or entity.

6.13 Work to Comply With Applicable Laws and Regulations

6.13.1 Contractor shall give all notices and comply with the following specific laws, ordinances, rules, and regulations and all other applicable laws, ordinances, rules, and regulations bearing on conduct of Work as indicated and specified, including but not limited to the appropriate statutes and administrative code sections. If Contractor observes that Drawings and Specifications are at variance therewith, or should Contractor become aware of the development of conditions not covered by Contract Documents that may result in finished Work being at variance therewith, Contractor shall promptly notify District in writing and any changes deemed necessary by District shall be made as provided in Contract for changes in Work.

6.13.1.1 National Electrical Safety Code, U. S. Department of Commerce

6.13.1.2 National Board of Fire Underwriters' Regulations

6.13.1.3 International Building Code, latest addition, and the California Code of Regulations, title 24, and other amendments

6.13.1.4 Manual of Accident Prevention in Construction, latest edition, published by A.G.C. of America

6.13.1.5 Industrial Accident Commission's Safety Orders, State of California

6.13.1.6 Regulations of the State Fire Marshall (title 19, California Code of Regulations) and Pertinent Local Fire Safety Codes

6.13.1.7 Americans with Disabilities Act

6.13.1.8 Education Code of the State of California

6.13.1.9 Government Code of the State of California

6.13.1.10 Labor Code of the State of California, division 2, part 7, Public Works and Public Agencies

6.13.1.11 Public Contract Code of the State of California

6.13.1.12 California Art Preservation Act

6.13.1.13 U. S. Copyright Act

6.13.1.14 U. S. Visual Artists Rights Act

6.13.2 Contractor shall comply with all applicable mitigation measures, if any, adopted by any public agency with respect to this Project pursuant to the California Environmental Quality Act (Public Resources Code section 21000 et seq.).

6.13.3 If Contractor performs any Work that it knew, or through exercise of reasonable care should have known, to be contrary to any applicable laws, ordinance, rules, or regulations, Contractor shall bear all costs arising therefrom and arising from the correction of said Work.

6.13.4 Where Specifications or Drawings state that materials, processes, or procedures must be approved by the DSA, State Fire Marshall, or other body or agency, Contractor shall be responsible for satisfying requirements of such bodies or agencies applicable at the time the Work is performed, and as determined by those bodies or agencies.

6.13.5 [RESERVED]

6.14 **Safety/Protection of Persons and Property**

6.14.1 The Contractor will be solely and completely responsible for conditions of the Site, including safety of all persons and property during performance of the Work. This requirement will apply continuously and not be limited to normal working hours.

6.14.2 The wearing of hard hats will be mandatory at all times for all personnel on Site. Contractor shall supply sufficient hard hats to properly equip all employees and visitors.

6.14.3 Any construction review of the Contractor's performance is not intended to include review of the adequacy of the Contractor's safety measures in, on, or near the Site.

6.14.4 Implementation and maintenance of safety programs shall be the sole responsibility of the Contractor.

6.14.5 The Contractor shall furnish to the District a copy of the Contractor's safety plan within the time frame indicated in the Contract Documents and specifically adapted for the Project.

6.14.6 Contractor shall be responsible for all damages to persons or property that occur as a result of its fault or negligence in connection with the prosecution of this Contract and shall take all necessary measures and be responsible for the proper care and completion and final acceptance by District. All Work shall be solely at Contractor's risk with the exception of damage to the Work caused by "acts of God" as defined in Public Contract Code section 7105.

6.14.7 Contractor shall take, and require Subcontractors to take, all necessary precautions for safety of workers on the Project and shall comply with all applicable federal, state, local, and other safety laws, standards, orders, rules, regulations, and building codes to prevent accidents or injury to persons on, about, or adjacent to premises where Work is being performed and to provide a safe and healthful place of employment. Contractor shall furnish, erect, and properly maintain at all times, all necessary safety devices, safeguards, construction canopies, signs, nets, barriers, lights, and watchmen for protection of workers and the public and shall post danger signs warning against hazards created by such features in the course of construction.

6.14.8 Hazards Control – Contractor shall store volatile wastes in covered metal containers and remove them from the Site daily. Contractor shall prevent accumulation of wastes that create hazardous conditions. Contractor shall provide adequate ventilation during use of volatile or noxious substances.

6.14.9 Contractor shall designate a responsible member of its organization on the Project, whose duty shall be to post information regarding protection and obligations of workers and other notices required under occupational safety and health laws, to comply with reporting and other occupational safety requirements, and to protect the life, safety, and health of workers. Name and position of person so designated shall be reported to District by Contractor.

6.14.10 Contractor shall correct any violations of safety laws, rules, orders, standards, or regulations. Upon the issuance of a citation or notice of violation by the Division of Occupational Safety and Health, Contractor shall correct such violation promptly.

6.14.11 Contractor shall comply with any District storm water requirements that are approved by the District and applicable to the Project, at no additional cost to the District.

6.14.12 In an emergency affecting safety of life or of work or of adjoining property, Contractor, without special instruction or authorization, shall act, at its discretion, to prevent such threatened loss or injury. Any compensation claimed by Contractor on account of emergency work shall be determined by agreement.

6.14.13 All salvage materials will become the property of the Contractor and shall be removed from the Site unless otherwise called for in the Contract Documents. However, the District reserves the right to designate certain items of value that shall be turned over to the District unless otherwise directed by District.

6.14.14 All connections to public utilities and/or existing on-site services, including, without limitation, internet, phone and data connections, shall be made and maintained in such a manner as to not interfere with the continuing use of same by the District during the entire progress of the Work.

6.14.15 Contractor shall provide such heat, covering, and enclosures as are necessary to protect all Work, materials, equipment, appliances, and tools against damage by weather conditions, such as extreme heat, cold, rain, snow, dry winds, flooding, or dampness.

6.14.16 Contractor shall protect and preserve the Work from all damage or accident, providing any temporary roofs, window and door coverings, boxings, or other construction as required by the Architect. The Contractor shall be responsible for existing structures, walks, roads, trees, landscaping, and/or improvements in working areas; and shall provide adequate protection therefore. If temporary removal is necessary of any of the above items, or damage occurs due to the Work, the Contractor shall replace same at his expense with same kind, quality, and size of Work or item damaged. This shall include any adjoining property of the District and others.

6.14.17 Contractor shall take adequate precautions to protect existing roads, sidewalks, curbs, pavements, utilities, adjoining property, and structures (including, without limitation, protection from settlement or loss of lateral support), and to avoid damage thereto, and repair any damage thereto caused by construction operations.

6.14.18 Contractor shall confine apparatus, the storage of materials, and the operations of workers to limits indicated by law, ordinances, permits, or directions of Architect, and shall not interfere with the Work or unreasonably encumber Premises or overload any structure with materials. Contractor shall enforce all instructions of District and Architect regarding signs, advertising, fires, and smoking, and require that all workers comply with all regulations while on Project Site.

6.14.19 Contractor, Contractor's employees, Subcontractors, Subcontractors' employees, or any person associated with the Work shall conduct themselves in a manner appropriate for a school site. No verbal or physical contact with neighbors, students, and faculty, profanity, or inappropriate attire and/or logos, or behavior will be permitted. District may require Contractor to temporarily or permanently remove non-complying persons from Project Site.

6.14.20 Contractor shall take care to prevent disturbing or covering any survey markers, monuments, or other devices marking property boundaries or corners. If such markers are disturbed, Contractor shall have a civil engineer, registered as a professional engineer in California, replace them at no cost to District.

6.14.21 In the event that the Contractor enters into any agreement with owners of any adjacent property to enter upon the adjacent property for the purpose of performing the Work, Contractor shall fully indemnify, defend, and hold harmless each person, entity, firm, or agency that owns or has any interest in adjacent property. The form and content of the agreement of indemnification shall be approved by the District prior to the commencement of any Work on or about the adjacent property. The Contractor shall also indemnify the District as provided in the indemnification provision herein. These provisions shall be in addition to any other requirements of the owners of the adjacent property.

6.15 Working Evenings and Weekends

Contractor may be required to work increased hours, evenings, and/or weekends at no additional cost to the District. Contractor shall give the District seventy-two (72) hours' notice prior to performing any evening and/or weekend work. Contractor shall perform all evening and/or weekend work only upon District's approval and in compliance with all

applicable rules, regulations, laws, and local ordinances including, without limitation, all noise and light limitations. Contractor shall reimburse the District for any increased or additional Inspector charges as a result of Contractor's increased hours, or evening and/or weekend work.

6.16 Cleaning Up

6.16.1 The Contractor shall provide all services, labor, materials, and equipment necessary for protecting and securing the Work, all school occupants, furnishings, equipment, and building structure from damage until its completion and final acceptance by District. Dust barriers shall be provided to isolate dust and dirt from construction operations. At completion of the Work and portions thereof, Contractor shall clean to the original state any areas beyond the Work area that become dust laden as a result of the Work. The Contractor must erect the necessary warning signs and barricades to ensure the safety of all school occupants. The Contractor at all times must maintain good housekeeping practices to reduce the risk of fire damage and must make a fire extinguisher, fire blanket, and/or fire watch, as applicable, available at each location where cutting, braising, soldering, and/or welding is being performed or where there is an increased risk of fire.

6.16.2 Contractor at all times shall keep Premises, including property immediately adjacent thereto, free from debris such as waste, rubbish (including personal rubbish of workers, e.g., food wrappers, etc.), and excess materials and equipment caused by the Work. Contractor shall not leave debris under, in, or about the Premises (or surrounding property or neighborhood), but shall promptly remove same from the Premises on a daily basis. If Contractor fails to clean up, District may do so and the cost thereof shall be charged to Contractor. If Contract is for work on an existing facility, Contractor shall also perform specific clean-up on or about the Premises upon request by the District as it deems necessary for continued operations. Contractor shall comply with all related provisions of the Specifications.

6.16.3 If the Construction Manager, Architect, or District observes the accumulation of trash and debris, the District will give the Contractor a 24-hour written notice to mitigate the condition.

6.16.4 Should the Contractor fail to perform the required clean-up, or should the clean-up be deemed unsatisfactory by the District, the District may, at its sole discretion, then perform the clean-up. All cost associated with the clean-up work (including all travel, payroll burden, and costs for supervision) will be deducted from the Contract Price.

6.17 No Relief from Obligations Based on Review by Other Persons

6.17.1 Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents by act or omission of the District, Architect, Construction Manager, Project Inspector, or DSA or other entities having jurisdiction including, but not limited to, administration of the Contract, review of submittals, or by tests, observation, inspection, or permit/interconnection approvals.

7. SUBCONTRACTORS

7.1 Contractor shall provide the District with information for all Subcontracts as indicated in the Contractor's Submittals and Schedules Section herein.

7.2 No contractual relationship exists between the District and any Subcontractor, supplier, or sub-subcontractor by reason of this Contract.

7.3 Contractor agrees to bind every Subcontractor by terms of this Contract as far as those terms that are applicable to Subcontractor's work including, without limitation, all labor, wage & hour, apprentice and related provisions and requirements. If Contractor shall subcontract any part of this Contract, Contractor shall be as fully responsible to District for acts and omissions of any Subcontractor and of persons either directly or indirectly employed by any Subcontractor, including Subcontractor caused Project delays, as it is for acts and omissions of persons directly employed by Contractor. The divisions or sections of the Specifications and/or the arrangement of the drawings are not intended to control the Contractor in dividing the Work among Subcontractors or limit the work performed by any trade.

7.4 District's consent to, or approval of, or failure to object to, any Subcontractor under this Contract shall not in any way relieve Contractor of any obligations under this Contract and no such consent shall be deemed to waive any provisions of this Contract.

7.5 Contractor is directed to familiarize itself with sections 4100 through 4114 of the Public Contract Code of the State of California, as regards subletting and subcontracting, and to comply with all applicable requirements therein. In addition, Contractor is directed to familiarize itself with sections 1720 through 1861 of the Labor Code of the State of California, as regards the payment of prevailing wages and related issues, and to comply with all applicable requirements therein including, without limitation, section 1775 and the Contractor's and Subcontractors' obligations and liability for violations of prevailing wage law and other applicable laws.

7.6 No Contractor whose Bid is accepted shall, without consent of the awarding authority and in full compliance with section 4100 et seq. of the Public Contract Code, including, without limitation, sections 4107, 4107.5, and 4109 of the Public Contract Code, and section 1771.1 of the Labor Code, either:

7.6.1 Substitute any person as a Subcontractor in place of the Subcontractor designated in the original Bid; or

7.6.2 Permit any Subcontract to be assigned or transferred, or allow any portion of the Work to be performed by anyone other than the original Subcontractor listed in the Bid; or

7.6.3 Sublet or subcontract any portion of the Work in excess of one-half of one percent (0.5%) of the Contractor's total bid as to which his original bid did not designate a Subcontractor.

7.7 The Contractor shall be responsible for the coordination of the trades, Subcontractors, sub-subcontractors, and material or equipment suppliers working on the Project.

7.7.1 If the Contract is valued at \$1 million or more and uses, or plans to use, state bond funds, then Contractor is responsible for ensuring that first tier Subcontractors holding C-4, C-7, C-10, C-16, C-20, C-34, C-36, C-38, C-42, C-43, and/or C-46 licenses are prequalified by the District to work on the Project pursuant to Public Contract Code section 20111.6.

7.7.2 Contractor is responsible for ensuring that all Subcontractors are properly registered as public works contractors by the Department of Industrial Relations.

7.8 Contractor is solely responsible for settling any differences between the Contractor and its Subcontractor(s) or between Subcontractors.

7.9 Contractor must include in all of its subcontracts the assignment provisions as indicated in the Termination section of these General Conditions.

8. OTHER CONTRACTS/CONTRACTORS

8.1 District reserves the right to let other contracts, and/or to perform work with its own forces, in connection with the Project. Contractor shall afford other contractors reasonable opportunity for introduction and storage of their materials and execution of their work and shall properly coordinate and connect Contractor's Work with the work of other contractors.

8.2 In addition to Contractor's obligation to protect its own Work, Contractor shall protect the work of any other contractor that Contractor encounters while working on the Project.

8.3 If any part of Contractor's Work depends for proper execution or results upon work of District or any other contractor, the Contractor shall inspect and, before proceeding with its Work, promptly report to the District in writing any defects in District's or any other contractor's work that render Contractor's Work unsuitable for proper execution and results. Contractor shall be held accountable for damages to District for District's or any other contractor's work that Contractor failed to inspect or should have inspected. Contractor's failure to inspect and report shall constitute Contractor's acceptance of all District's or any other contractor's work as fit and proper for reception of Contractor's Work, except as to defects that may develop in District's or any other contractor's work after execution of Contractor's Work and not caused by execution of Contractor's Work.

8.4 To ensure proper execution of its subsequent work, Contractor shall measure and inspect work already in place and shall at once report to the District in writing any discrepancy between that executed work and the Contract Documents.

8.5 Contractor shall ascertain to its own satisfaction the scope of the Project and nature of District's or any other contracts that have been or may be awarded by District in prosecution of the Project to the end that Contractor may perform this Contract in light of the other contracts, if any.

8.6 Nothing herein contained shall be interpreted as granting to Contractor exclusive occupancy of the Site, the Premises, or of the Project. Contractor shall not cause any unnecessary hindrance or delay to the use and/or operation(s) of the

Premises and/or to District or any other contractor working on the Project. If simultaneous execution of any contract or Premises operation is likely to cause interference with performance of Contractor's Contract, Contractor shall coordinate with those contractor(s), person(s), and/or entity(s) and shall notify the District of the resolution.

9. DRAWINGS AND SPECIFICATIONS

9.1 A complete list of all Drawings that form a part of the Contract is to be found as an index on the Drawings themselves, and/or may be provided to the Contractor and/or in the Table of Contents.

9.2 Materials or Work described in words that so applied have a well-known technical or trade meaning shall be deemed to refer to recognized standards, unless noted otherwise.

9.3 Trade Name or Trade Term. It is not the intention of this Contract to go into detailed descriptions of any materials and/or methods commonly known to the trade under "trade name" or "trade term." The mere mention or notation of "trade name" or "trade term" shall be considered a sufficient notice to Contractor that it will be required to complete the work so named, complete, finished, and operable, with all its appurtenances, according to the best practices of the trade.

9.4 The naming of any material and/or equipment shall mean furnishing and installing of same, including all incidental and accessory items thereto and/or labor therefor, as per best practices of the trade(s) involved, unless specifically noted otherwise.

9.5 Contract Documents are complementary, and what is called for by one shall be binding as if called for by all. As such, Drawings and Specifications are intended to be fully cooperative and to agree. However, if Contractor observes that Drawings and Specifications are in conflict with the Contract Documents, Contractor shall promptly notify District and Architect in writing, and any necessary changes shall be made as provided in the Contract Documents.

9.6 In the case of discrepancy or ambiguity in the Contract Documents, the order of precedence in the Agreement shall prevail. However, in the case of discrepancy or ambiguity solely between and among the Drawings and Specifications, the discrepancy or ambiguity shall be resolved in favor of the interpretation that will provide District with the functionally complete and operable Project described in the Drawings and Specifications. In case of ambiguity, conflict, or lack of information, District will furnish clarifications with reasonable promptness.

9.7 Drawings and Specifications are intended to comply with all laws, ordinances, rules, and regulations of constituted authorities having jurisdiction, and where referred to in the Contract Documents, the laws, ordinances, rules, and regulations shall be considered as a part of the Contract within the limits specified. Contractor shall bear all expense of correcting work done contrary to said laws, ordinances, rules, and regulations.

9.8 As required by Section 4-317(c), Part 1, Title 24, CCR: "Should any existing conditions such as deterioration or non-complying construction be discovered which is not covered by the DSA-approved documents wherein the finished work will not comply with Title 24, California Code of Regulations, a construction change document, or a separate set of plans and specifications, detailing and specifying the required repair work shall be submitted to and approved by DSA before proceeding with the repair work."

9.9 Ownership of Drawings

All copies of Plans, Drawings, Designs, Specifications, and copies of other incidental architectural and engineering work, or copies of other Contract Documents furnished by District, are the property of District. They are not to be used by Contractor in other work and, with the exception of signed sets of Contract Documents, are to be returned to District on request at completion of Work, or may be used by District as it may require without any additional costs to District. Neither the Contractor nor any Subcontractor, or material or equipment supplier shall own or claim a copyright in the Drawings, Specifications, and other documents prepared by the Architect. District hereby grants the Contractor, Subcontractors, sub-subcontractors, and material or equipment suppliers a limited license to use applicable portions of the Drawings prepared for the Project in the execution of their Work under the Contract Documents.

10. CONTRACTOR'S SUBMITTALS AND SCHEDULES

Contractor's submittals shall comply with the provisions and requirements of the Specifications including, without limitation Submittals.

10.1 Schedule of Work, Schedule of Submittals, and Schedule of Values

10.1.1 Within **TEN (10)** calendar days after the date of the Notice to Proceed (unless otherwise specified in the Specifications), the Contractor shall prepare and submit to the District for review, in a form supported by sufficient data to substantiate its accuracy as the District may require:

10.1.1.1 Preliminary Schedule. A preliminary schedule of construction indicating the starting and completion dates of the various stages of the Work, including any information and following any form as may be specified in the Specifications. Once approved by District, this shall become the Construction Schedule. This schedule shall include and identify all tasks that are on the Project's critical path with a specific determination of the start and completion of each critical path task as well as all Contract milestones and each milestone's completion date(s) as may be required by the District.

10.1.1.1.1 The District is not required to approve a preliminary schedule of construction with early completion, i.e., one that shows early completion dates for the Work and/or milestones. Contractor shall not be entitled to extra compensation if the District approves a Construction Schedule with an early completion date and Contractor completes the Project beyond the date shown in the schedule but within the Contract Time. A Construction Schedule showing the Work completed in less than the Contract Time, the time

between the early completion date and the end of the Contract Time shall be Float.

10.1.1.2 Preliminary Schedule of Values. A preliminary schedule of values for all of the Work, which must include quantities and prices of items aggregating the Contract Price and must subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Unless the Special Conditions contain different limits, this preliminary schedule of values shall include, at a minimum, the following information and the following structure:

10.1.1.2.1 Divided into at least the following categories:

- 10.1.1.2.1.1** Overhead and profit;
- 10.1.1.2.1.2** Supervision;
- 10.1.1.2.1.3** General conditions;
- 10.1.1.2.1.4** Layout;
- 10.1.1.2.1.5** Mobilization;
- 10.1.1.2.1.6** Submittals;
- 10.1.1.2.1.7** Bonds and insurance;
- 10.1.1.2.1.8** Close-out/Certification documentation;
- 10.1.1.2.1.9** Demolition;
- 10.1.1.2.1.10** Installation;
- 10.1.1.2.1.11** Rough-in;
- 10.1.1.2.1.12** Finishes;
- 10.1.1.2.1.13** Testing;
- 10.1.1.2.1.14** Punchlist and District acceptance.

10.1.1.2.2 And also divided by each of the following areas:

- 10.1.1.2.2.1** Site work;
- 10.1.1.2.2.2** By each building;
- 10.1.1.2.2.3** By each floor.

10.1.1.2.3 The preliminary schedule of values shall not provide for values any greater than the following percentages of the Contract value:

- 10.1.1.2.3.1** Mobilization and layout combined to equal not more than 1%;
- 10.1.1.2.3.2** Submittals, samples and shop drawings combined to equal not more than 3%;
- 10.1.1.2.3.3** Bonds and insurance combined to equal not more than 2.5%.
- 10.1.1.2.3.4** Closeout documentation shall have a value in the preliminary schedule of not less than 3%.

10.1.1.2.4 Notwithstanding any provision of the Contract Documents to the contrary, payment of the Contractor's overhead, supervision, general conditions costs, and profit, as reflected in the Cost Breakdown, shall be paid

based on percentage complete, with the disbursement of Progress Payments and the Final Payment.

10.1.1.2.5 Contractor shall certify that the preliminary schedule of values as submitted to the District is accurate and reflects the costs as developed in preparing Contractor's bid. For example, without limiting the foregoing, Contractor shall not "front-load" the preliminary schedule of values with dollar amounts greater than the value of activities performed early in the Project.

10.1.1.2.6 The preliminary schedule of values shall be subject to the District's review and approval of the form and content thereof. In the event that the District objects to any portion of the preliminary schedule of values, the District shall notify the Contractor, in writing, of the District's objection(s) to the preliminary schedule of values. Within five (5) calendar days of the date of the District's written objection(s), Contractor shall submit a revised preliminary schedule of values to the District for review and approval. The foregoing procedure for the preparation, review and approval of the preliminary schedule of values shall continue until the District has approved the entirety of the preliminary schedule of values.

10.1.1.2.7 Once the preliminary schedule of values is approved by the District, this shall become the Schedule of Values. The Schedule of Values shall not be thereafter modified or amended by the Contractor without the prior consent and approval of the District, which may be granted or withheld in the sole discretion of the District.

10.1.1.3 Preliminary Schedule of Submittals. A preliminary schedule of submittals, including Shop Drawings, Product Data, and Samples submittals. Once approved by District, this shall become the Submittal Schedule. All submittals shall be forwarded to the District by the date indicated on the approved Submittal Schedule, unless an earlier date is necessary to maintain the Construction Schedule, in which case those submittals shall be forwarded to the District so as not to delay the Construction Schedule. Upon request by the District, Contractor shall provide an electronic copy of all submittals to the District. All submittals shall be submitted no later than 90 days after the Notice to Proceed.

10.1.1.4 Safety Plan. Contractor's Safety Plan specifically adapted for the Project. Contractor's Safety Plan shall comply with the following requirements:

10.1.1.4.1 All applicable requirements of California Division of Occupational Safety and Health ("CalOSHA") and/or of the United States Occupational Safety and Health Administration ("OSHA").

10.1.1.4.2 All provisions regarding Project safety, including all applicable provisions in these General Conditions.

10.1.1.4.3 Contractor's Safety Plan shall be in English and in the language(s) of the Contractor's and its Subcontractors' employees.

10.1.1.5 Update Registered Subcontractors List. The name, address, telephone number, facsimile number, California State Contractors License number, classification, DIR registration number and monetary value of all Subcontracts of any tier for parties furnishing labor, material, or equipment for completion of the Project.

10.1.2 Contractor must provide all schedules both in hard copy and electronically, in a format (e.g., Microsoft Project or Primavera) approved in advance by the District.

10.1.3 The District will review the schedules submitted and the Contractor shall make changes and corrections in the schedules as requested by the District and resubmit the schedules until approved by the District.

10.1.4 The District shall have the right at any time to revise the schedule of values if, in the District's sole opinion, the schedule of values does not accurately reflect the value of the Work performed.

10.1.5 All schedules must be approved by the District before Contractor can rely on them as a basis for payment.

10.2 Monthly Progress Schedule(s)

10.2.1 Contractor shall provide Monthly Progress Schedule(s) to the District. A Monthly Progress Schedule shall update the approved Construction Schedule or the last Monthly Progress Schedule, showing all work completed and to be completed as well as updating the Registered Subcontractors List. The monthly Progress Schedule shall be sent within the timeframe requested by the District and shall be in a format acceptable to the District and contain a written narrative of the progress of work that month and any changes, delays, or events that may affect the work. The process for District approval of the Monthly Progress Schedule shall be the same as the process for approval of the Construction Schedule.

10.2.2 Contractor shall submit Monthly Progress Schedule(s) with all payment applications.

10.2.3 Contractor must provide all schedules both in hard copy and electronically, in a format (e.g., Microsoft Project or Primavera) approved in advance by the District.

10.2.4 The District will review the schedules submitted and the Contractor shall make changes and corrections in the schedules as requested by the District and resubmit the schedules until approved by the District.

10.2.5 The District shall have the right at any time to revise the schedule of values if, in the District's sole opinion, the schedule of values does not accurately reflect the value of the Work performed.

10.2.6 All schedules must be approved by the District before Contractor can rely on them as a basis for payment.

10.3 Material Safety Data Sheets (MSDS)

Contractor is required to ensure Material Safety Data Sheets are available in a readily accessible place at the Site for any material requiring a Material Safety Data Sheet per the federal "Hazard Communication" standard, or employees' "right to know" law. The Contractor is also required to ensure proper labeling on substances brought onto the job site and that any person working with the material or within the general area of the material is informed of the hazards of the substance and follows proper handling and protection procedures. Two additional copies of the Material Safety Data Sheets shall also be submitted directly to the District.

10.4 Submittals

10.4.1 Architect's favorable review shall neither be construed as a complete check nor relieve the Contractor, Subcontractor, manufacturer, fabricator, or supplier from responsibility for any deficiency that may exist or from any departures or deviations from the requirements of the Contract Documents unless the Contractor has, in writing, called Architect's attention to the deviations at the time of submission and the Architect has given specific written response. "Favorable review" shall mean merely that Architect has no objection to Contractor using, upon Contractor's own full responsibility, plan or method of Work proposed, or furnishing materials or equipment proposed.

11. SITE ACCESS, CONDITIONS, AND REQUIREMENTS

11.1 Site Investigation

Before bidding on this Work, Contractor shall make a careful investigation of the Site and thoroughly familiarize itself with the requirements of the Contract. By the act of submitting a bid for the Work included in this Contract, Contractor shall be deemed to have made a complete study and investigation, and to be familiar with and accepted the existing conditions of the Site.

Prior to commencing the Work, Contractor and the District's representative shall survey the Site to document the condition of the Site. Contractor will record the survey in digital videotape format and provide an electronic copy to the District within fourteen (14) days of the survey. This electronic record shall serve as a basis for determining any damages caused by the Contractor during the Project. The Contractor may also document any pre-existing conditions in writing, provided that both the Contractor and the District's representative agree on said conditions and sign a memorandum documenting the same.

11.2 Soils Investigation Report

11.2.1 When a soils investigation report obtained from test holes at Site or for the Project is available, that report may be available to the Contractor but shall not be a part of this Contract and shall not alleviate or excuse the Contractor's obligation to perform its own investigation. Any information obtained from that report or any information given on Drawings as to subsurface soil condition or to elevations of existing grades or elevations of underlying rock is approximate only, is not

guaranteed, does not form a part of this Contract, and Contractor may not rely thereon. By submitting its bid, Contractor acknowledges that it has made visual examination of Site and has made whatever tests Contractor deems appropriate to determine underground condition of soil. Although any such report is not a part of this Contract, recommendations from the report may be included in the Drawings, Specifications, or other Contract Documents. It is Contractor's sole responsibility to thoroughly review all Contract Documents, Drawings, and Specifications.

11.2.2 Contractor agrees that no claim against District will be made by Contractor for damages and hereby waives any rights to damages if, during progress of Work, Contractor encounters subsurface or latent conditions at Site materially differing from those shown on Drawings or indicated in Specifications, or for unknown conditions of an unusual nature that differ materially from those ordinarily encountered in the work of the character provided for in Plans and Specifications, except as indicated in the provisions of these General Conditions regarding trenches, trenching, and/or existing utility lines.

11.3 Access to Work

District and its representatives shall at all times have access to Work wherever it is in preparation or progress, including storage and fabrication. Contractor shall provide safe and proper facilities for such access so that District's representatives may perform their functions.

11.4 Layout and Field Engineering

11.4.1 All field engineering required for layout of this Work and establishing grades for earthwork operations shall be furnished by Contractor at its expense. This Work shall be done by a qualified, California-registered civil engineer approved in writing by District and Architect. Any required Record and/or As-Built Drawings of Site development shall be prepared by the approved civil engineer.

11.4.2 The Contractor shall be responsible for having ascertained pertinent local conditions such as location, accessibility, and general character of the Site and for having satisfied itself as to the conditions under which the Work is to be performed. Contractor shall follow best practices, including but not limited to potholing to avoid utilities. District shall not be liable for any claim for allowances because of Contractor's error, failure to follow best practices, or negligence in acquainting itself with the conditions at the Site.

11.4.3 Contractor shall protect and preserve established benchmarks and monuments and shall make no changes in locations without the prior written approval of District. Contractor shall replace any benchmarks or monuments that are lost or destroyed subsequent to proper notification of District and with District's approval.

11.5 Utilities

Utilities shall be provided as indicated in the Specifications.

11.6 Sanitary Facilities

Sanitary facilities shall be provided as indicated in the Specifications.

11.7 Surveys

Contractor shall provide surveys done by a California-licensed civil engineer surveyor to determine locations of construction, grading, and site work as required to perform the Work.

11.8 Regional Notification Center

The Contractor, except in an emergency, shall contact the appropriate regional notification center at least two (2) days prior to commencing any excavation if the excavation will be conducted in an area or in a private easement that is known, or reasonably should be known, to contain subsurface installations other than the underground facilities owned or operated by the District, and obtain an inquiry identification number from that notification center. No excavation shall be commenced and/or carried out by the Contractor unless an inquiry identification number has been assigned to the Contractor or any Subcontractor and the Contractor has given the District the identification number. Any damages arising from Contractor's failure to make appropriate notification shall be at the sole risk and expense of the Contractor. Any delays caused by failure to make appropriate notification shall be at the sole risk of the Contractor and shall not be considered for an extension of the Contract Time.

11.9 Existing Utility Lines

11.9.1 Pursuant to Government Code section 4215, District assumes the responsibility for removal, relocation, and protection of main or trunk utility lines and facilities located on the construction Site at the time of commencement of construction under this Contract with respect to any such utility facilities that are not identified in the Plans and Specifications. Contractor shall not be assessed for liquidated damages for delay in completion of the Project caused by failure of District or the owner of a utility to provide for removal or relocation of such utility facilities.

11.9.2 Locations of existing utilities provided by District shall not be considered exact but approximate within a reasonable margin and shall not relieve Contractor of responsibilities to exercise reasonable care or costs of repair due to Contractor's failure to do so. District shall compensate Contractor for the costs of locating, repairing damage not due to the failure of Contractor to exercise reasonable care, and removing or relocating such utility facilities not indicated in the Plans and Specifications with reasonable accuracy, and for equipment necessarily idle during such work.

11.9.3 No provision herein shall be construed to preclude assessment against Contractor for any other delays in completion of the Work. Nothing in this Article shall be deemed to require District to indicate the presence of existing service laterals, appurtenances, or other utility lines, within the exception of main or trunk utility lines or whenever the presence of these utilities on the Site of the construction

Project can be inferred from the presence of other visible facilities, such as buildings, meter junction boxes, on or adjacent to the Site of the construction.

11.9.4 If Contractor, while performing Work under this Contract, discovers utility facilities not identified by District in Contract Plans and Specifications, Contractor shall immediately notify the District and the utility in writing. The cost of repair for damage to above-mentioned discovered facilities without prior written notification to the District shall be borne by the Contractor.

11.10 Notification

Contractor understands, acknowledges and agrees that the purpose for prompt notification to the District pursuant to these provisions is to allow the District to investigate the condition(s) so that the District shall have the opportunity to decide how the District desires to proceed as a result of the condition(s). Accordingly, failure of Contractor to promptly notify the District in writing, pursuant to these provisions, shall constitute Contractor's waiver of any claim for damages or delay incurred as a result of the condition(s).

11.11 Hazardous Materials

Contractor shall comply with all provisions and requirements of the Contract Documents related to hazardous materials including, without limitation, Hazardous Materials Procedures and Requirements.

11.12 No Signs

Neither the Contractor nor any other person or entity shall display any signs not required by law or the Contract Documents at the Site, fences trailers, offices, or elsewhere on the Site without specific prior written approval of the District.

12. TRENCHES

12.1 Trenches Greater Than Five Feet

Pursuant to Labor Code section 6705, if the Contract Price exceeds \$25,000 and involves the excavation of any trench or trenches five (5) feet or more in depth, the Contractor shall, in advance of excavation, promptly submit to the District and/or a registered civil or structural engineer employed by the District or Architect, a detailed plan, stamped by a licensed engineer retained by the Contractor, showing the design of shoring for protection from the hazard of caving ground during the excavation of such trench or trenches.

12.2 Excavation Safety

If such plan varies from the Shoring System Standards established by the Construction Safety Orders, the plan shall be prepared by a registered civil or structural engineer, but in no case shall such plan be less effective than that required by the Construction Safety Orders. No excavation of such trench or trenches shall be commenced until said plan has been accepted by the District or by the person to whom authority to accept has been delegated by the District.

12.3 No Tort Liability of District

Pursuant to Labor Code section 6705, nothing in this Article shall impose tort liability upon the District or any of its employees.

12.4 No Excavation without Permits

The Contractor shall not commence any excavation Work until it has secured all necessary permits including the required CalOSHA excavation/shoring permit. Any permits shall be prominently displayed on the Site prior to the commencement of any excavation.

12.5 Discovery of Hazardous Waste and/or Unusual Conditions

12.5.1 Pursuant to Public Contract Code section 7104, if the Work involves digging trenches or other excavations that extend deeper than four feet below the Surface, the Contractor shall promptly, and before the following conditions are disturbed, notify the District, in writing, of any:

12.5.1.1 Material that the Contractor believes may be material that is hazardous waste, as defined in section 25117 of the Health and Safety Code, is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

12.5.1.2 Subsurface or latent physical conditions at the Site differing from those indicated.

12.5.1.3 Unknown physical conditions at the Site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

12.5.2 The District shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the Work, shall issue a Change Order under the procedures described herein.

12.5.3 In the event that a dispute arises between District and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the Work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all work to be performed under the Contract. The Contractor shall retain any and all rights provided either by Contract or by law that pertain to the resolution of disputes and protests.

13. INSURANCE AND BONDS

13.1 Insurance

Unless different provisions and/or limits are indicated in the Special Conditions, all insurance required of Contractor and/or its Subcontractor(s) shall be at least as broad as the amounts and include the provisions set forth herein.

13.1.1 Commercial General Liability and Automobile Liability Insurance

13.1.1.1 Contractor shall procure and maintain, during the life of this Contract, Commercial General Liability Insurance and Automobile Liability Insurance in a form at least as broad as Insurance Services (ISO) Form CG 00 01 that shall protect Contractor, its agents, representative, employees, or subcontractors, District, State, Construction Manager(s), Project Inspector(s), and Architect(s) from all claims for products and completed operations, property damage, bodily injury and personal injury, death, advertising injury, and medical payments arising from, or in connection with, the performance of the Work of the Project within the Contract Documents at the required limits, or Contractor shall procure and maintain these coverages separately. Contractor shall procure and maintain Automobile Liability Insurance in a form at least as broad as ISO Form CA 0001 covering Code 1 (any auto) at the required limits, or Contractor shall procure and maintain these coverages separately.

13.1.1.2 Contractor's deductible or self-insured retention for its Commercial General Liability Insurance policy shall not exceed five thousand dollars (\$5,000) for deductible or twenty-five thousand dollars (\$25,000) for self-insured retention, respectively, unless approved in writing by District.

13.1.1.3 All such policies shall be written on an occurrence form.

13.1.2 Excess Liability Insurance

13.1.2.1 If Contractor's underlying policy limits are less than required, subject to the District's sole discretion, Contractor may procure and maintain, during the life of this Contract, an Excess Liability Insurance Policy to meet the policy limit requirements of the required policies in order to satisfy, in the aggregate with its underlying policy, the insurance requirements herein including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Excess Liability Insurance Policy shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until Contractor's primary and excess liability policies are exhausted.

13.1.2.2 There shall be no gap between the per occurrence amount of any underlying policy and the start of the coverage under the Excess Liability Insurance Policy. Any Excess Liability Insurance Policy shall be written on a

following form and shall protect Contractor, District, its trustees, employees, and agents, the State, Construction Manager(s), Program Manager(s), and Architect(s) in amounts and including the provisions as set forth in the Supplementary Conditions (if any) and/or Special Conditions, and that complies with all requirements for Commercial General Liability and Automobile Liability and Employers' Liability Insurance.

13.1.3 Subcontractor(s): Contractor shall require its Subcontractor(s), if any, to procure and maintain Commercial General Liability Insurance, Automobile Liability Insurance, and Excess Liability Insurance (if Subcontractor elects to satisfy, in part the insurance required herein by procuring and maintaining an Excess Liability Insurance Policy) with minimum limits at least equal to the amount required of Contractor except where smaller minimum limits are permitted as set forth below. For Commercial General Liability coverage, subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

13.1.4 Workers' Compensation and Employers' Liability Insurance

13.1.4.1 In accordance with provisions of section 3700 of the California Labor Code, the Contractor and every Subcontractor shall be required to secure the payment of compensation to its employees.

13.1.4.2 Contractor shall procure and maintain, during the life of this Contract, Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees engaged in work under this Contract, on/or at the Site of the Project. This coverage shall cover, at a minimum, medical and surgical treatment, disability benefits, rehabilitation therapy, and survivors' death benefits. Contractor shall require its Subcontractor(s), if any, to procure and maintain Workers' Compensation Insurance and Employers' Liability Insurance for all employees of Subcontractor(s). Any class of employee or employees not covered by a Subcontractor's insurance shall be covered by Contractor's insurance. If any class of employee or employee engaged in Work under this Contract, on or at the Site of the Project, is not protected under the Workers' Compensation Insurance, Contractor shall provide, or shall cause a Subcontractor to provide, adequate insurance coverage for the protection of any employee(s) not otherwise protected before any of those employee(s) commence work.

13.1.4.3 The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of District for all work performed by Contractor, its employees, agents and subcontractors.

13.1.5 Builder's Risk Insurance: Builder's Risk "All Risk" Insurance

Contractor shall procure and maintain, during the life of this Contract, Builder's Risk (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the Project and no coinsurance penalty provisions. The cost value basis shall be consistent with the total replacement cost of all insurable Work of the Project included within the Contract Documents. Coverage is to insure against all risks of accidental physical loss and shall include without limitation the perils of vandalism and/or malicious mischief

(both without any limitation regarding vacancy or occupancy), sprinkler leakage, civil authority, theft, sonic disturbance, earthquake, flood, collapse, wind, rain, dust, fire, war, terrorism, lightning, smoke, and rioting. Coverage shall include debris removal, demolition, increased costs due to enforcement of all applicable ordinances and/or laws in the repair and replacement of damaged and undamaged portions of the property, and reasonable costs for the Architect's and engineering services and expenses required as a result of any insured loss upon the Work and Project, including completed Work and Work in progress, to the full insurable value thereof.

13.1.6 Pollution Liability Insurance

13.1.6.1 Contractor shall procure and maintain Pollution Liability Insurance in a form at least as broad as ISO Form CG 2415 that shall protect Contractor, District, State, Construction Manager(s), Project Inspector(s), and Architect(s) from all claims for bodily injury, property damage, including natural resource damage, cleanup costs, removal, storage, disposal, and/or use of the pollutant arising from operations under this Contract, and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims, or Contractor shall procure and maintain these coverages separately. Coverage shall apply to sudden and/or gradual pollution conditions resulting from the escape or release of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids, or gases, natural gas, waste materials, or other irritants, contaminants, or pollutants, including asbestos.

13.1.6.2 Contractor warrants that any retroactive date applicable to coverage under the policy shall predate the effective date of the Contract and that continuous coverage will be maintained or an extended reporting or discovery period will be exercised for a period of three (3) years, beginning from the time that the Work under the Contract is completed.

13.1.6.3 If the services involve lead-based paint or asbestos identification/remediation, Contractor's Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, Contractor's Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

13.1.6.4 If Contractor is responsible for removing any pollutants from a site, then Contractor shall ensure that Any Auto, including owned, non-owned, and hired, is included within the above policies and at the required limits, to cover its automobile exposure from transporting the pollutants from the site to an approved disposal site. This coverage shall include the Motor Carrier Act Endorsement, MCS 90.

13.1.7 Proof of Insurance and Other Requirements: Endorsements and Certificates

13.1.7.1 Contractor shall not commence Work nor shall it allow any Subcontractor to commence Work under this Contract, until Contractor and its Subcontractor(s) have procured all required insurance and Contractor has

delivered in duplicate to the District complete endorsements (or entire insurance policies) and certificates indicating the required coverages have been obtained, and the District has approved these documents.

13.1.7.2 Endorsements, certificates, and insurance policies shall include the following:

13.1.7.2.1 A clause stating the following, or other language acceptable to the District:

“This policy shall not be canceled until written notice to District, Architect, and Construction Manager stating date of the cancellation by the insurance carrier. Date of cancellation may not be less than thirty (30) days after date of mailing notice.”

13.1.7.2.2 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.

13.1.7.2.3 All endorsements, certificates and insurance policies shall state that District, its trustees, employees and agents, the State of California, Construction Manager(s), Program Manager(s), Inspector(s) and Architect(s) are named additional insureds under all policies except Workers’ Compensation Insurance and Employers’ Liability Insurance. General liability coverage can be provided in the form of an endorsement to the Contractor’s insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

13.1.7.2.4 All endorsements shall waive any right to subrogation against any of the named additional insureds.

13.1.7.2.5 Contractor’s and Subcontractors’ insurance coverage at least as broad as ISO CG 20 01 04 13 shall be primary and non-contributory to any insurance or self-insurance maintained by District, its trustees, employees and/or agents, the State of California, Construction Manager(s), Program Manager(s), Inspector(s), and/or Architect(s). This requirement shall also apply to any Excess liability policies.

13.1.7.2.6 Contractor’s insurance limit shall apply separately to each insured against whom a claim is made or suit is brought.

13.1.7.3 No policy shall be amended, canceled or modified, and the coverage amounts shall not be reduced, until Contractor or Contractor’s broker has provided written notice to District, Architect(s), and Construction Manager(s) stating date of the amendment, modification, cancellation or reduction, and a description of the change. Date of amendment, modification, cancellation or reduction may not be less than thirty (30) days after date of mailing notice.

13.1.7.4 Insurance written on a "claims made" basis shall be retroactive to a date that coincides with or precedes Contractor's commencement of Work, including subsequent policies purchased as renewals or replacements. Said policy is to be renewed by the Contractor and all Subcontractors for a period of five (5) years following completion of the Work or termination of this Agreement. Such insurance must have the same coverage and limits as the policy that was in effect during the term of this Agreement and will cover the Contractor and all Subcontractors for all claims made. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy from with a retroactive date prior to the effective date of this Agreement, or the start of Work date, the Contractor must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work. A copy of the claims reporting requirements must be submitted to the District for review.

13.1.7.5 Contractor's and Subcontractors' insurance policy(s) shall be primary and non-contributory to any insurance or self-insurance maintained by District, its Board Members, employees and/or agents, the State of California, Construction Manager(s), Program Manager(s), Inspector(s), and/or Architect(s).

13.1.7.6 Unless otherwise stated in the Special Conditions, all of Contractor's insurance shall be with insurance companies with an A.M. Best rating of no less than **A: VII**.

13.1.7.7 The insurance requirements set forth herein shall in no way limit the Contractor's liability arising out of or relating to the performance of the Work or related activities.

13.1.7.8 Failure of Contractor and/or its Subcontractor(s) to comply with the insurance requirements herein shall be deemed a material breach of the Contract.

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13.1.8 Insurance Policy Limits

13.1.8.1 Unless different limits are indicated in the Special Conditions, the limits of insurance shall not be less than the following amounts:

Commercial General Liability	Product Liability and Completed Operations, Fire Damage Liability – Split Limit	\$2,000,000 per occurrence; \$4,000,000 aggregate
Automobile Liability	Any Auto – Combined Single Limit	\$1,000,000
Workers’ Compensation		Statutory limits pursuant to State law
Employers’ Liability		\$1,000,000 per accident for bodily injury or disease
Builder’s Risk (Course of Construction)		Full replacement value for scope of Work
Pollution Liability		\$1,000,000 per claim; \$2,000,000 aggregate

13.1.8.2 If Contractor normally carries insurance in an amount greater than the minimum amounts required by District, that greater amount shall become the minimum required amount of insurance for purposes of the Contract. Therefore, Contractor hereby acknowledges and agrees that all insurance carried by it shall be deemed liability coverage for all actions it performs in connection with the Contract.

13.2 Contract Security - Bonds

13.2.1 Contractor shall furnish two surety bonds issued by a California admitted surety insurer as follows:

13.2.1.1 Performance Bond: A bond in an amount at least equal to one hundred percent (100%) of Contract Price as security for faithful performance of this Contract.

13.2.1.2 Payment Bond: A bond in an amount at least equal to one hundred percent (100%) of the Contract Price as security for payment of persons performing labor and/or furnishing materials in connection with this Contract.

13.2.2 Cost of bonds shall be included in the Bid and Contract Price.

13.2.3 All bonds related to this Project shall be in the forms set forth in these Contract Documents and shall comply with all requirements of the Contract Documents, including, without limitation, the bond forms.

14. WARRANTY/GUARANTEE/INDEMNITY

14.1 Warranty/Guarantee

14.1.1 The Contractor shall obtain and preserve for the benefit of the District, manufacturer's warranties on materials, fixtures, and equipment incorporated into the Work.

14.1.2 In addition to guarantees required elsewhere, Contractor shall, and hereby does guarantee and warrant all Work furnished on the job against all defects for a period of **ONE (1)** year after the later of the following dates, unless a longer period is provided for in the Contract Documents:

14.1.2.1 The acceptance by the District's governing board of the Work, subject to these General Conditions, or

14.1.2.2 The date that commissioning for the Project, if any, was completed.

At the District's sole option, Contractor shall repair or replace any and all of that Work, together with any other Work that may be displaced in so doing, that may prove defective in workmanship and/or materials within a **ONE (1)** year period from date of completion as defined above, unless a longer period is provided for in the Contract Documents, without expense whatsoever to District. In the event of failure of Contractor and/or Surety to commence and pursue with diligence said replacements or repairs within ten (10) days after being notified in writing, Contractor and Surety hereby acknowledge and agree that District is authorized to proceed to have defects repaired and made good at expense of Contractor and/or Surety who hereby agree to pay costs and charges therefore immediately on demand.

14.1.3 If, in the opinion of District, defective work creates a dangerous condition or requires immediate correction or attention to prevent further loss to District or to prevent interruption of District operations, District will attempt to give the notice required above. If Contractor or Surety cannot be contacted or neither complies with District's request for correction within a reasonable time as determined by District, District may, notwithstanding the above provision, proceed to make any and all corrections and/or provide attentions the District believes are necessary. The costs of correction or attention shall be charged against Contractor and Surety of the guarantees provided in this Article or elsewhere in this Contract.

14.1.4 The above provisions do not in any way limit the guarantees on any items for which a longer guarantee is specified or on any items for which a manufacturer gives a guarantee for a longer period. Contractor shall furnish to District all appropriate guarantee or warranty certificates as indicated in the Specifications or upon request by District.

14.1.5 Nothing herein shall limit any other rights or remedies available to District.

14.2 Indemnity and Defense

14.2.1 To the furthest extent permitted by California law, the Contractor shall indemnify, keep and hold harmless the District, the Architect(s), and the Construction Manager(s), their respective consultants, separate contractors, board members, officers, representatives, agents, and employees, in both individual and official capacities ("Indemnitees"), against all suits, claims, injury, damages, losses, and expenses ("Claims"), including but not limited to attorney's fees, caused by, arising out of, resulting from, or incidental to the performance of the Work under this Contract by the Contractor, its Subcontractors, vendors, or suppliers. However, the Contractor's indemnification and hold harmless obligation shall be reduced by the proportion of the Indemnitees' and/or Architect's liability to the extent the Claim(s) is/are caused by the active negligence or willful misconduct of the Indemnitees, and/or defects in design furnished by the Architect, as found by a court or arbitrator of competent jurisdiction. This indemnification and hold harmless obligation of the Contractor shall not be construed to negate, abridge, or otherwise reduce any right or obligation of indemnity that would otherwise exist or arise as to any Indemnitee or other person described herein. This indemnification and hold harmless obligation includes, but is not limited to, any failure or alleged failure by Contractor to comply with any provision of law, any failure or alleged failure to timely and properly fulfill all of its obligations under the Contract Documents in strict accordance with their terms, and without limitation, any failure or alleged failure of Contractor's obligations regarding any stop payment notice actions or liens, including Civil Wage and Penalty Assessments and/or Orders by the DIR.

14.2.2 To the furthest extent permitted by California law, Contractor shall also defend Indemnitees, at its own expense, including but not limited to attorneys' fees and costs, against all Claims caused by, arising out of, resulting from, or incidental to the performance of the Work under this Contract by the Contractor, its Subcontractors, vendors, or suppliers. However, without impacting Contractor's obligation to provide an immediate and ongoing defense of Indemnitees, the Contractor's defense obligation shall be retroactively reduced by the proportion of the Indemnitees' and/or Architect's liability to the extent caused by the active negligence or willful misconduct of the Indemnitees, and/or defects in design furnished by the Architect, as found by a court or arbitrator of competent jurisdiction. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the Indemnitees. If a conflict-of-interest bars joint representation of Contractor and Indemnitees, District shall have the right to select its own counsel, subject to Contractor's reasonable right of rejection. If any Indemnitee provides its own defense due to failure to timely respond to tender of defense, rejection of tender of defense, or conflict of interest of proposed counsel, Contractor shall reimburse such Indemnitee for any expenditures. Even if the Contractor assumes the defense of the District with acceptable counsel, the District, at its sole option, may participate in the defense, at its own expense, with counsel of its own choice without relieving the Contractor of any of its obligations hereunder. Contractor's defense obligation shall not be construed to negate, abridge, or otherwise reduce any right or obligation of defense that would otherwise exist as to any Indemnitee or other person described herein. Contractor's defense obligation includes, but is not limited to, any failure or alleged failure by Contractor to comply with any provision of law, any failure or alleged failure to

timely and properly fulfill all of its obligations under the Contract Documents in strict accordance with their terms, and without limitation, any failure or alleged failure of Contractor's obligations regarding any stop payment notice actions or liens, including Civil Wage and Penalty Assessments and/or Orders by the DIR. The Contractor shall give prompt notice to the District in the event of any Claim(s).

14.2.3 Without limitation of the provisions herein, if the Contractor's obligation to indemnify and hold harmless the Indemnitees or its obligation to defend Indemnitees as provided herein shall be determined to be void or unenforceable, in whole or in part, it is the intention of the parties that these circumstances shall not otherwise affect the validity or enforceability of the Contractor's agreement to indemnify, defend, and hold harmless the rest of the Indemnitees, as provided herein. Further, the Contractor shall be and remain fully liable on its agreements and obligations herein to the fullest extent permitted by law.

14.2.4 Pursuant to Public Contract Code section 9201, the District shall provide timely notification to Contractor of the receipt of any third-party Claim relating to this Contract. The District shall be entitled to recover its reasonable costs incurred in providing said notification.

14.2.5 In any and all Claims against any of the Indemnitees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the Contractor's indemnification obligation herein shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

14.2.6 The District may retain so much of the moneys due the Contractor as shall be considered necessary, until disposition of any such Claims or until the District, Architect(s) and Construction Manager(s) have received written agreement from the Contractor that they will unconditionally defend the District, Architect(s) and Construction Manager(s), their respective officers, agents and employees, and pay any damages due by reason of settlement or judgment.

14.2.7 The Contractor's defense and indemnification obligations hereunder shall survive the completion of Work, the warranty/guarantee period, and the termination of the Contract.

15. TIME

15.1 Notice to Proceed

15.1.1 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.

15.1.2 In the event that the District desires to postpone issuing the Notice to Proceed beyond ninety (90) days from the date of the Notice of Award, it is expressly

understood that with reasonable notice to the Contractor, the District may postpone issuing the Notice to Proceed. 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.

15.1.3 If the Contractor believes that a postponement of issuance of the Notice to Proceed will cause a hardship to Contractor, Contractor may terminate the Contract. Contractor's termination due to a postponement shall be by written notice to District within ten (10) days after receipt by Contractor of District's notice of postponement. It is further understood by 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. Should 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.

15.2 Computation of Time / Adverse Weather

15.2.1 The Contractor will only be allowed a time extension for Adverse Weather conditions if requested by Contractor in compliance with the time extension request procedures and only if all of the following conditions are met:

15.2.1.1 The weather conditions constitute Adverse Weather, as defined herein;

15.2.1.2 Contractor can verify that the Adverse Weather caused delays in excess of five (5) hours of the indicated labor required to complete the scheduled tasks of Work on the day affected by the Adverse Weather;

15.2.1.3 The Contractor's crew is dismissed as a result of the Adverse Weather;

15.2.1.4 Said delay adversely affects the critical path in the Construction Schedule; and

15.2.1.5 Exceeds twelve (12) days of delay per year.

15.2.2 If the aforementioned conditions are met, a non-compensable day-for-day extension will only be allowed for those days in excess of those indicated herein.

15.2.3 The Contractor shall work seven (7) days per week, if necessary, irrespective of inclement weather, to maintain access and the Construction Schedule, and to protect the Work under construction from the effects of Adverse Weather, all at no further cost to the District.

15.2.4 The Contract Time has been determined with consideration given to the average climate weather conditions prevailing in the County in which the Project is located.

15.3 Hours of Work

15.3.1 Sufficient Forces

Contractor and Subcontractors shall continuously furnish sufficient and competent work forces with the required levels of familiarity with the Project and skill, training and experience to ensure the prosecution of the Work in accordance with the Construction Schedule.

15.3.2 Performance During Working Hours

Work shall be performed during regular working hours as permitted by the appropriate governmental agency except that in the event of an emergency, or when required to complete the Work in accordance with job progress, Work may be performed outside of regular working hours with the advance written consent of the District and approval of any required governmental agencies.

15.3.3 No Work during State Testing

Contractor shall, at no additional cost to the District and at the District's request, coordinate its Work to not disturb District students including, without limitation, not performing any Work when students at the Site are taking State or Federally-required tests. The District or District's Representative will provide Contractor with a schedule of test dates concurrent with the District's issuance of the Notice to Proceed, or as soon as test dates are made available to the District.

15.4 Progress and Completion

15.4.1 Time of the Essence

Time limits stated in the Contract Documents are of the essence to the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

15.4.2 No Commencement Without Insurance or Bonds

The Contractor shall not commence operations on the Project or elsewhere prior to the effective date of insurance and bonds. The date of commencement of the Work shall not be changed by the effective date of such insurance or bonds. If Contractor commences Work without insurance and bonds, all Work is performed at Contractor's peril and shall not be compensable until and unless Contractor secures bonds and insurance pursuant to the terms of the Contract Documents and subject to District claim for damages.

15.5 Schedule

Contractor shall provide to District, Construction Manager, and Architect a schedule in conformance with the Contract Documents and as required in the Notice to Proceed and the Contractor's Submittals and Schedules section of these General Conditions.

15.6 Expeditious Completion

The Contractor shall proceed expeditiously with adequate forces and shall achieve Completion within the Contract Time.

16. EXTENSIONS OF TIME – LIQUIDATED DAMAGES

16.1 Liquidated Damages

Contractor and District hereby agree that the exact amount of damages for failure to complete the Work within the time specified is extremely difficult or impossible to determine. If the Work is not completed within the time specified in the Contract Documents, it is understood that the District will suffer damage. It being impractical and unfeasible to determine the amount of actual damage, it is agreed the Contractor shall pay to District as fixed and liquidated damages, and not as a penalty, the amount set forth in the Agreement for each calendar day of delay in completion. Contractor and its Surety shall be liable for the amount thereof pursuant to Government Code section 53069.85.

16.2 Excusable Delay

16.2.1 Contractor shall not be charged for liquidated damages because of any delays in completion of the Work which are not the fault of Contractor or its Subcontractors, including adverse weather delays, strikes, acts of God as defined in Public Contract Code section 7105, acts of enemy, epidemics, and quarantine restrictions. Contractor shall, within five (5) calendar days of beginning of any delay, including a Force Majeure event, notify District in writing of causes of delay including documentation and facts explaining the delay and the direct correlation between the cause and effect (“Notice of Delay”). District shall review the facts and extent of any delay and shall grant extension(s) of time for completing Work when, in its judgment, the findings of fact justify an extension. Extension(s) of time shall apply only to that portion of Work affected by delay and shall not apply to other portions of Work not so affected. An extension of time may only be granted if Contractor has timely submitted the Construction Schedule as required herein.

16.2.2 Contractor’s Notice of Delay and request for a time extension pursuant to subparagraph 16.2 is a condition precedent to Contractor’s submittal of and/or entitlement to a claim pursuant to Article 25 of these Construction Provisions. Contractor shall notify the District pursuant to the Claims Process provisions in these General Conditions of any anticipated delay and its cause. Following submission of a claim, the District may determine whether the delay is to be considered avoidable or unavoidable, how long it continues, and to what extent the prosecution and completion of the Work might be delayed thereby.

16.2.3 In the event the Contractor requests an extension of Contract Time for unavoidable delay, such request shall be submitted in accordance with the provisions in the Contract Documents governing changes in Work. When requesting time, requests must be submitted with full justification and documentation. If the Contractor fails to submit justification, it waives its right to a time extension at a later date. Such justification must be based on the official Construction Schedule as

updated at the time of occurrence of the delay or execution of Work related to any changes to the Scope of Work. Any claim for delay must include the following information as support, without limitation:

16.2.3.1 The duration of the activity relating to the changes in the Work and the resources (manpower, equipment, material, etc.) required to perform the activities within the stated duration.

16.2.3.2 Specific logical ties to the Contract Schedule for the proposed changes and/or delay showing the activity/activities in the Construction Schedule that are affected by the change and/or delay. In particular, Contractor must show an actual impact to the schedule, after making a good faith effort to mitigate the delay by rescheduling the work, by providing an analysis of the schedule ("Time Impact Analysis"). Such Time Impact Analysis shall describe in detail the cause and effect of the delay and the impact on the critical dates in the Project schedule and main sequence of schedule activities to enable District to evaluate the impact of changed Work to the scheduled critical path. (This information must be provided for any portion of any delay of seven (7) days or more.) The Contractor shall be responsible for all costs associated with the preparation of Time Impact Analyses.

16.2.4 A recovery schedule must be submitted within twenty (20) calendar days of written notification to the District of causes of delay to recover the lost time within seven (7) calendar days. As part of this submittal, the Contractor shall provide a written narrative for each revision made to recapture the lost time. If the revisions include sequence changes, the Contractor shall provide a schedule diagram comparing the original sequence to the revised sequence of work. The revisions shall not be incorporated into any schedule update until the revisions have been reviewed by District. At District's discretion, the Contractor can be required to provide Subcontractor certifications for revisions affecting said Subcontractors.

16.2.5 Contractor must comply with requirements in subsection 16.2 for a Notice of Delay and supporting justification notwithstanding if Contractor contends the specific delay period is unknown and continuing. When submitting a Notice of Delay and supporting justification, Contractor must provide an estimated delay duration to critical path activities at the time the Notice of Delay and supporting justification is required to be submitted. Failure of the Contractor to perform in accordance with the current schedule update shall not be excused by submittal of a Notice of Delay. If Contractor contends the delaying event(s) are continuing, Contractor must update monthly the estimated delay period with supporting justification.

16.2.6 Contractor's failure to timely submit a written Notice of Delay and/or provide the justification required in subparagraph 16.2 shall constitute Contractor's waiver of any right to later submit a Proposed Change Order or pursue a Claim on the circumstances giving rise to the request, or to later pursue any additional money or time extensions in any manner related to that issue, regardless of the merits because the Contractor will not have satisfied a condition precedent or exhausted administrative remedies required to show entitlement to a Contract Time adjustment. Contractor acknowledges that these written notices and justification requirements are critically important to District's Work, Project management, and

evaluating potential options and alternatives to implement mitigation efforts to reduce or eliminate additional Project costs and delays.

16.3 No Additional Compensation for Delays Within Contractor's Control

16.3.1 Contractor is aware that governmental agencies, including, without limitation, the Division of the State Architect, the Department of General Services, gas companies, electrical utility companies, water districts, and other agencies may have to approve Contractor-prepared drawings or approve a proposed installation. Accordingly, Contractor shall include in its bid, time for possible review of its drawings and for reasonable delays and damages that may be caused by such agencies. Thus, Contractor is not entitled to make a claim for damages or delays arising from the review of Contractor's drawings.

16.3.2 Contractor shall only be entitled to compensation for delay when all of the following conditions are met:

16.3.2.1 The District is responsible for the delay;

16.3.2.2 The delay is unreasonable under the circumstances involved;

16.3.2.3 The delay was not within the contemplation of the District and Contractor;

16.3.2.4 The delay could not have been avoided or mitigated by Contractor's reasonable diligence; and

16.3.2.5 Contractor timely complies with the claims procedure of the Contract Documents.

16.3.3 Where an event for which District is responsible impacts the projected Completion Date, the Contractor shall provide a written mitigation plan, including a schedule diagram, which explains how (e.g., increase crew size, overtime, etc.) the impact can be mitigated. The Contractor shall also include a detailed cost breakdown of the labor, equipment, and material the Contractor would expend to mitigate District-caused time impact. The Contractor shall submit its mitigation plan to District within fourteen (14) calendar days from the date of discovery of the impact. The Contractor is responsible for the cost to prepare the mitigation plan.

16.3.4 Where a change in the Work extends the Contract Time, Contractor may request and recover additional, actual direct costs, provided that Contractor can demonstrate such additional costs are:

16.3.4.1 Actually incurred performing the Work;

16.3.4.2 Not compensated by the Markup allowed; and

16.3.4.3 Directly result from the extended Contract Time.

16.3.5 Contractor shall comply with all required procedures, documentation and time requirements in the Contract Documents. Contractor may not seek or recover

such costs using formulas (e.g. Eichleay, labor factors). No time will be granted under this Contract for cumulative effect of changes.

16.4 Force Majeure

"Force Majeure" means any event or circumstance unknown at the time of contracting that is beyond the parties' control and makes performance of the contract impractical or impossible. The Party seeking to have its performance obligation(s) excused must demonstrate that there was such an insuperable interference occurring without the party's intervention as could not have been prevented by the exercise of prudence, diligence, and care, by providing prompt notice to the other Party, including full particulars of such event, of its inability to perform its obligations due to such event, following commencement of the claiming Party's inability to so perform its obligations. To the extent satisfying these conditions, Force Majeure events include the following: acts of God, war, civil unrest, epidemic, fire, smoke, volcanic eruption, earthquake, strike, unusually severe weather, flood, or shortage of transportation facilities, lock out, or commandeering of materials, product, plant, or facilities by the government. Force Majeure shall not be based on a Party's financial inability to perform under this Agreement unless there exists extreme and unreasonable difficulty, expense, injury, or loss involved. Costs imposed by the government on sales or importation of goods or materials including, without limitation, tariffs or taxes, are not Force Majeure. A Force Majeure event does not include an act of negligence or intentional wrongdoing by a Party. Any Party claiming a Force Majeure event shall use reasonable diligence to remove the condition that prevents performance and shall not be entitled to suspend performance of its obligations in any greater scope or for any longer duration than is required by the Force Majeure event. Each Party shall use its best efforts to mitigate the effects of such Force Majeure event, remedy its inability to perform, and resume full performance of its obligations hereunder. No obligation that arose before the Force Majeure event that could and should have been fully performed before such Force Majeure event is excused as a result of such Force Majeure event.

16.5 Float or Slack in the Schedule

Float or slack is the amount of time between the early start date and the late start date, or the early finish date and the late finish date, of any of the activities in the schedule. Float or slack is not for the exclusive use of or benefit of either the District or the Contractor, but its use shall be determined solely by the District.

17. CHANGES IN THE WORK

17.1 No Changes Without Authorization

17.1.1 There shall be no change whatsoever in the Drawings, Specifications, or in the Work without an executed Change Order or a written Construction Change Directive authorized by the District as herein provided. District shall not be liable for the cost of any extra work or any substitutions, changes, additions, omissions, or deviations from the Drawings and Specifications unless the District's governing board has authorized the same and the cost thereof has been approved in writing by Change Order or Construction Change Directive in advance of the changed Work being performed. No extension of time for performance of the Work shall be allowed

hereunder unless claim for such extension is made at the time changes in the Work are ordered, and such time duly adjusted and approved in writing in the Change Order or Construction Change Directive. Contractor shall be responsible for any costs incurred by the District for professional services and DSA fees and/or delay to the Project Schedule, if any, for DSA to review any request for changes to the DSA approved plans and specifications for the convenience of the Contractor and/or to accommodate the Contractor's means and methods. The provisions of the Contract Documents shall apply to all such changes, additions, and omissions with the same effect as if originally embodied in the Drawings and Specifications.

17.1.2 Contractor shall perform immediately all work that has been authorized by a fully executed Change Order or Construction Change Directive. Contractor shall be fully responsible for any and all delays and/or expenses caused by Contractor's failure to expeditiously perform this Work.

17.1.3 Should any Change Order result in an increase in the Contract Price or extend the Contract Time, the cost of or length of extension in that Change Order shall be agreed to, in writing, by the District in advance of the Work by Contractor and shall be subject to the monetary limitations set forth in Public Contract Code section 20118.4. In the event that Contractor proceeds with any change in Work without a Change Order executed by the District or Construction Change Directive, Contractor waives any claim of additional compensation or time for that additional work. Under no circumstances shall Contractor be entitled to any claim of additional compensation or time not expressly requested by Contractor in a Proposed Change Order or approved by District in an executed Change Order.

17.1.4 A Change Order or Construction Change Directive will become effective when approved by the Board, notwithstanding that Contractor has not signed it. A Change Order or Construction Change Directive will become effective without Contractor's signature provided District indicates it as a "Unilateral Change Order". Any dispute as to the adjustment in the Contract Price or Contract Time, if any, of the Unilateral Change Order shall be resolved pursuant to the Payments and Claims Process provisions herein.

17.1.5 Contractor understands, acknowledges, and agrees that the reason for District authorization is so that District may have an opportunity to analyze the Work and decide whether the District shall proceed with the Change Order or alter the Project so that a change in Work becomes unnecessary.

17.2 Architect Authority

The Architect will have authority to order minor changes in the Work not involving any adjustment in the Contract Price, or an extension of the Contract Time, or a change that is inconsistent with the intent of the Contract Documents. These changes shall be effected by written Change Order, Construction Change Directive, by Architect's response(s) to RFI(s), or by Architect's Supplemental Instructions ("ASI").

17.3 Price Request

17.3.1 Definition of Price Request

A Price Request is a written request prepared by the Architect requesting the Contractor to submit to the District and the Architect an estimate of the effect of a proposed change in the Work on the Contract Price and the Contract Time.

17.3.2 Scope of Price Request

A Price Request shall contain adequate information, including any necessary Drawings and Specifications, to enable Contractor to provide the cost breakdowns required herein. The Contractor shall not be entitled to any additional compensation for preparing a response to a Price Request, whether ultimately accepted or not.

17.4 Change Orders

17.4.1 A Change Order is a written instrument prepared and issued by the District and/or the Architect and signed by the District (as authorized by the District's Governing Board), the Contractor, the Architect, and approved by the Project Inspector (if necessary) and DSA (if necessary), stating their agreement regarding all of the following:

17.4.1.1 A description of a change in the Work;

17.4.1.2 The amount of the adjustment in the Contract Price, if any; and

17.4.1.3 The extent of the adjustment in the Contract Time, if any.

17.5 Proposed Change Order

17.5.1 Definition of Proposed Change Order

A Proposed Change Order ("PCO") is a written request prepared by the Contractor requesting that the District and the Architect issue a Change Order based upon a proposed change to the Work.

17.5.2 Changes in Contract Price

A PCO shall include breakdowns and backup documentation pursuant to the revisions herein and sufficient, in the District's judgment, to validate any change in Contract Price. In no case shall Contractor or any of its Subcontractors be permitted to reserve rights for additional compensation for Change Order Work.

17.5.3 Changes in Time

A PCO shall also include any changes in time required to complete the Project. Any additional time requested shall not be the number of days to make the proposed change but must be based upon the impact to the Construction Schedule as defined in the Contract Documents. The Contractor shall justify the proposed change in time by submittal of a schedule analysis that accurately shows the impact of the change on the critical path of the Construction Schedule ("Time Impact Analysis"). If Contractor fails to request a time extension in a PCO, including the Time Impact Analysis, then the Contractor is thereafter precluded from requesting, and waives any right to request, additional time and/or claim a delay. In no case shall

Contractor or any of its Subcontractors be permitted to reserve rights for additional time for Change Order Work. A PCO that leaves the amount of time requested blank, or states that such time requested is "to be determined", is not permitted and shall also constitute a waiver of any right to request additional time and/or claim a delay.

17.5.4 Allowances

If there is an Allowance, then Contractor shall not bill for or be due any portion of an Allowance unless the District has identified specific work, Contractor has submitted a price for that work or the District has proposed a price for that work, the District has accepted the cost for that work, and the District has executed an Allowance Expenditure Directive incorporating that work. If Allowance was included in Contract Price before mark-up ("above the line"), Allowance Expenditure Directives shall be based on Contractor's costs, without overhead and profit, for products, delivery, installation, labor, insurance, payroll, taxes, bonding and equipment rental will be included in Allowance Expenditure Directive authorizing expenditure of funds from the Allowance. No overhead and profit shall be added to the Allowance Expenditure Directive unless Allowance was included in the Contract Price after mark-up ("below the line"). Allowance will only be treated as "below the line" if shown in the Bid Documents and the Bid Documents are escrowed.

Any unused portion of the Allowance, and related mark-up if Allowance was included above the line, will revert to the District documented by a deductive Change Order. Contractor authorizes the District to execute a unilateral deductive Change Order at or near the end of the Project for all or any portion of the Allowance not allocated.

17.5.5 Unknown and/or Unforeseen Conditions

Separate from what is provided in the Allowance, if Contractor requests an increase in Contract Price and/or Contract Time that is based at least partially on Contractor's assertion that Contractor has encountered unknown and/or unforeseen condition(s) on the Project, then Contractor shall base the PCO on provable information that, beyond a reasonable doubt and to the District's satisfaction, demonstrates that the unknown and/or unforeseen condition(s) were actually unknown and/or unforeseen and that the condition(s) were reasonably unknown and/or unforeseen. If not, the District shall deny the PCO as unsubstantiated, and the Contractor shall complete the Project without any increase in Contract Price and/or Contract Time based on that PCO.

17.5.6 Time to Submit Proposed Change Order

Contractor shall submit its PCO, using Document 00 63 57 (Proposed Change Order Form), within five (5) working days of the date Contractor discovers, or reasonably should have discovered, the circumstances giving rise to the PCO, unless additional time to submit a PCO is granted in writing by the District. Time is of the essence in Contractor's submission of PCOs so that the District can promptly investigate the basis for the PCO. Accordingly, if Contractor fails to submit its PCO within this timeframe, Contractor waives, releases, and discharges any right to assert or claim any entitlement to an adjustment of the Contract Price and/or Time based on circumstances giving rise to the PCO.

17.5.7 Proposed Change Order Certification

In submitting a PCO, Contractor certifies and affirms that the cost and/or time request is submitted in good faith, that the cost and/or time request is accurate and in accordance with the provisions of the Contract Documents, and the Contractor submits the cost and/or request for extension of time recognizing the significant civil penalties and treble damages which follow from making a false claim or presenting a false claim under Government Code section 12650 et seq.

It is expressly understood that the value of the extra Work or changes expressly includes any and all of the Contractor's costs and expenses, direct and indirect, resulting from additional time required on the Project or resulting from delay to the Project including, without limitation, cumulative impacts. Contractor is not entitled to separately recover amounts for overhead or other indirect costs. Any costs, expenses, damages, or time extensions not included are deemed waived.

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17.6 Format for Proposed Change Order

17.6.1 The following format shall be used as applicable by the District and the Contractor (e.g. Change Orders, PCO’s) to communicate proposed additions and deductions to the Contract, supported by attached documentation. Any spaces left blank will be deemed no change to cost or time.

	<u>WORK PERFORMED OTHER THAN BY CONTRACTOR</u>	<u>ADD</u>	<u>DEDUCT</u>
(a)	<u>Material</u> (attach suppliers’ invoice or itemized quantity and unit cost plus sales tax)		
(b)	<u>Add Labor</u> (attach itemized hours and rates, fully Burdened, and specify the hourly rate for each additional labor burden, for example, payroll taxes, fringe benefits, etc.)		
(c)	<u>Add Equipment</u> (attach suppliers’ invoice)		
(d)	<u>Subtotal</u>		
(e)	<u>Add Overhead and Profit for any and all Tiers of Subcontractor</u> , the total not to exceed ten percent (10%) of Item (d)		
(f)	<u>Subtotal</u>		
(g)	<u>Add General Conditions Cost</u> (if Time is Compensable) (attach supporting documentation)		
(h)	<u>Subtotal</u>		
(i)	<u>Add Overhead and Profit for Contractor</u> , not to exceed five percent (5%) of Item (h)		
(j)	<u>Subtotal</u>		
(k)	<u>Add Bond and Insurance</u> , not to exceed two and one-half percent (2.5%) of Item (j)		
(l)	<u>TOTAL</u>		
(m)	<u>Time</u> (zero unless indicated; “TBD” not permitted)	_____ Calendar Days	

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	<u>WORK PERFORMED BY CONTRACTOR</u>	<u>ADD</u>	<u>DEDUCT</u>
(a)	Material (attach itemized quantity and unit cost plus sales tax)		
(b)	Add Labor (attach itemized hours and rates, fully Burdened, and specify the hourly rate for each additional labor burden, for example, payroll taxes, fringe benefits, etc.)		
(c)	Add Equipment (attach suppliers' invoice)		
(d)	Add General Conditions Cost (if Time is Compensable) (attach supporting documentation)		
(e)	Subtotal		
(f)	Add Overhead and Profit for Contractor , not to exceed fifteen percent (15%) of Item (e)		
(g)	Subtotal		
(h)	Add Bond and Insurance , not to exceed two and one-half percent (2.5%) of Item (g)		
(i)	TOTAL		
(j)	Time (zero unless indicated; "TBD" not permitted)	_____ Calendar Days	

17.6.2 Mandatory Use of Forms. Contractor shall only submit PCOs by completing Document 00 63 57 (Proposed Change Order Form). Contractor acknowledges and agrees that use of this specific and consistent format is essential to District's evaluation of PCOs. Accordingly, Contractor waives, releases, and discharges any right to assert or claim any entitlement to an adjustment of the Contract Price and/or Time for any purported PCO that does not comply with Document 00 63 57 (Proposed Change Order Form).

17.6.3 Labor. Contractor shall be compensated for the costs of labor actually and directly utilized in the performance of the Work. Such labor costs shall be the actual cost, use of any formulas (e.g. labor factors) is not allowed, not to exceed prevailing wage rates established by the bid advertisement date or when the Contract was awarded, whichever is applicable, in the locality of the Site and shall be in the labor classification(s) necessary for the performance of the Work, fully Burdened. Labor costs shall exclude costs incurred by the Contractor in preparing estimate(s) of the costs of the change in the Work, in the maintenance of records relating to the costs of the change in the Work, coordination and assembly of materials and information relating to the change in the Work or performance thereof, or the supervision and other overhead and general conditions costs associated with the change in the Work or performance thereof, including but not limited to the cost for the job superintendent. If applicable, District will pay Contractor the reasonable costs for room and board, supported with appropriate backup documentation, without markup for profit or overhead as provided by U.S. General Services

Administration per diem rates for California lodging, meals and incidentals, <https://www.gsa.gov/travel/plan-book/per-diem-rates/per-diem-rates-lookup>.

17.6.4 Materials. Contractor shall be compensated for the costs of materials necessarily and actually used or consumed in connection with the performance of the change in the Work. Costs of materials may include reasonable costs of transportation from a source closest to the Site of the Work and delivery to the Site. If discounts by material suppliers are available for materials necessarily used in the performance of the change in the Work, they shall be credited to the District. If materials necessarily used in the performance of the change in the Work are obtained from a supplier or source owned in whole or in part by the Contractor, compensation therefor shall not exceed the current wholesale price for such materials. If, in the reasonable opinion of the District, the costs asserted by the Contractor for materials in connection with any change in the Work are excessive, or if the Contractor fails to provide satisfactory evidence of the actual costs of such materials from its supplier or vendor of the same, the costs of such materials and the District's obligation to pay for the same shall be limited to the then lowest wholesale price at which similar materials are available in the quantities required to perform the change in the Work. The District may elect to furnish materials for the change in the Work, in which event the Contractor shall not be compensated for the costs of furnishing such materials or any mark-up thereon.

17.6.5 Equipment. As a precondition to the District's duty to pay for Equipment rental or loading and transportation, Contractor shall provide satisfactory evidence of the actual costs of Equipment from the supplier, vendor or rental agency of same. Contractor shall be compensated for the actual cost of the necessary and direct use of Equipment in the performance of the change in the Work. Use of such Equipment in the performance of the change in the Work shall be compensated in increments of fifteen (15) minutes. Rental time for Equipment moved by its own power shall include time required to move such Equipment to the site of the Work from the nearest available rental source of the same. If Equipment is not moved to the Site by its own power, Contractor will be compensated for the loading and transportation costs in lieu of rental time. The foregoing notwithstanding, neither moving time or loading and transportation time shall be allowed if the Equipment is used for performance of any portion of the Work other than the change in the Work. Unless prior approval in writing is obtained by the Contractor from the Architect, the Project Inspector and the District, no costs or compensation shall be allowed for time while Construction Equipment is inoperative, idle or on standby, for any reason. Contractor shall not be entitled to an allowance or any other compensation for Equipment or tools used in the performance of change in the Work where such Equipment or tools have a replacement value of \$500.00 or less. Equipment costs claimed by the Contractor in connection with the performance of any Work shall not exceed rental rates established by distributors or construction equipment rental agencies in the locality of the Site; any costs asserted which exceed such rental rates shall not be allowed or paid. Unless otherwise specifically approved in writing by the Architect, the Project Inspector and the District, the allowable rate for the use of Equipment in connection with the Work shall constitute full compensation to the Contractor for the cost of rental, fuel, power, oil, lubrication, supplies, necessary attachments, repairs or maintenance of any kind, depreciation, storage, insurance,

labor (exclusive of labor costs of the Equipment operator), and any and all other costs incurred by the Contractor incidental to the use of such Equipment.

17.6.6 General Conditions Cost. The phrase "General Conditions Cost" shall mean, other than expressly limited or excluded herein, the costs of Contractor during the construction phase, including but not limited to: payroll costs for project manager for Work conducted at the Site, payroll costs for the superintendent and full-time general foremen, workers not included as direct labor costs engaged in support functions (e.g., loading/unloading, clean-up), costs of offices and temporary facilities including office materials, office supplies, office equipment, minor expenses, utilities, fuel, sanitary facilities and telephone services at the Site, costs of consultants not in the direct employ of Contractor or Subcontractors, and fees for permits and licenses.

17.6.7 Overhead and Profit. The phrase "Overhead and Profit" shall include field and office supervisors and assistants, watchperson, use of small tools, consumable, insurance other than construction bonds and insurance required herein, general conditions costs and home office expenses.

17.7 Change Order Certification

17.7.1 All Change Orders and PCOs include the following certification by the Contractor, either in the form specifically or incorporated by this reference:

17.7.1.1 The undersigned Contractor approves the foregoing as to the changes, if any, to the Contract Price specified for each item, and as to the extension of time allowed, if any, for completion of the entire Work as stated herein, and agrees to furnish all labor, materials, and service, and perform all work necessary to complete any additional work specified for the consideration stated herein. Submission of sums which have no basis in fact or which Contractor knows are false are at the sole risk of Contractor and may be a violation of the False Claims Act set forth under Government Code section 12650 et seq. It is understood that the changes herein to the Contract shall only be effective when approved by the governing board of the District.

17.7.1.2 It is expressly understood that the value of the extra Work or changes expressly includes any and all of the Contractor's costs and expenses, direct and indirect, resulting from additional time required on the Project or resulting from delay to the Project including, without limitation, cumulative impacts. Contractor is not entitled to separately recover amounts for overhead or other indirect costs. Any costs, expenses, damages, or time extensions not included are deemed waived.

17.7.2 Accord and Satisfaction: Contractor's execution of any Change Order shall constitute a full accord and satisfaction, and release, of all Contractor (and if applicable, Subcontractor) claims for additional time, money or other relief arising from or relating to the subject matter of the change including, without limitation, impacts of all types, cumulative impacts, inefficiency, overtime, delay and any other type of claim.

17.7.3 Mandatory Use of Forms. Contractor shall only submit Change Orders by completing Document 00 63 63 (Change Order Form). Contractor acknowledges and agrees that use of this specific and consistent format is essential to District's processing of Change Orders. Accordingly, Contractor waives, releases, and discharges any right to assert or claim any entitlement to an adjustment of the Contract Price and/or Time for any change that does not comply with Document 00 63 63 (Change Order Form).

17.8 Determination of Change Order Cost

17.8.1 The amount of the increase or decrease in the Contract Price from a Change Order, if any, shall be determined in one or more of the following ways as applicable to a specific situation and at the District's discretion:

17.8.1.1 District acceptance of a PCO;

17.8.1.2 By unit prices contained in Contractor's original bid;

17.8.1.3 By agreement between District and Contractor.

17.8.2 Mark-up for overhead and profit and bonds and insurance shall be based on the net increase or decrease to the Contract Price; Contractor shall not split Change Orders to artificially increase markup and/or decrease credit.

17.9 Deductive Change Orders

District reserves the right to unilaterally reduce the scope of Work or perform work with other forces or its own forces. All deductive Change Order(s) must be prepared pursuant to the provisions herein. Where a portion of the Work is deleted from the Contract, the reasonable value of the deducted work less the value of work performed shall be considered the appropriate deduction. The value submitted on the Schedule of Values shall be used to calculate the credit amount unless the bid documentation is being held in escrow as part of the Contract Documents. Unit Prices, if any, may be used in District's discretion in calculating reasonable value. If Contractor offers a proposed amount for a deductive Change Order(s), Contractor shall include a minimum of five percent (5%) total profit and overhead to be deducted with the amount of the work of the Change Order(s). If Subcontractor work is involved, Subcontractors shall also include a minimum of ten percent (10%) profit and overhead to be deducted with the amount of its deducted work. Any deviation from this provision shall not be allowed.

17.10 Addition or Deletion of Alternate Bid Item(s)

If the Bid Form and Proposal includes proposal(s) for Alternate Bid Item(s), during Contractor's performance of the Work, the District may elect to add or delete any such Alternate Bid Item(s) if not included in the Contract at the time of award. If the District elects to add or delete Alternate Bid Item(s) after Contract award, the cost or credit for such Alternate Bid Item(s) shall be as set forth in the Bid Form and Proposal unless the parties agree to a different price and the Contract Time shall be adjusted by the number of days allocated in the Contract Documents. If days are not allocated in the Contract Documents, the Contract Time shall be equitably adjusted.

17.11 Discounts, Rebates, and Refunds

For purposes of determining the cost, if any, of any change, addition, or omission to the Work hereunder, all trade discounts, rebates, refunds, and all returns from the sale of surplus materials and equipment shall accrue and be credited to the Contractor, and the Contractor shall make provisions so that such discounts, rebates, refunds, and returns may be secured, and the amount thereof shall be allowed as a reduction of the Contractor's cost in determining the actual cost of construction for purposes of any change, addition, or omission in the Work as provided herein.

17.12 Construction Change Directives

17.12.1 A Construction Change Directive is a written order prepared and issued by the District, the Construction Manager, and/or the Architect and signed by the District and the Architect, directing a change in the Work. The District may, as provided by law, by Construction Change Directive and without invalidating the Contract, order changes in the Work consisting of additions, deletions, or other revisions. The adjustment to the Contract Price or Time, if any, is subject to the provisions of this section regarding Changes in the Work. If all or a portion of the Project is being funded by funds requiring approval by the State Allocation Board ("SAB"), these revisions may be subject to compensation once approval of same is received and funded by the SAB, and funds are released by the Office of Public School Construction ("OPSC"). Any dispute as to the adjustment in the Contract Price, if any, of the Construction Change Directive or timing of payment shall be resolved pursuant to the Payments and Claims Process provisions herein.

17.12.2 The District may issue a Construction Change Directive in the absence of agreement on the terms of a Change Order.

17.13 Force Account Directives

17.13.1 When work, for which a definite price has not been agreed upon in advance, is to be paid for on a force account basis, all direct costs necessarily incurred and paid by the Contractor for labor, material, and equipment used in the performance of that Work, shall be subject to the approval of the District and compensation will be determined as set forth herein.

17.13.2 The District will issue a Force Account Directive to proceed with the Work on a force account basis, and a not-to-exceed budget will be established by the District.

17.13.3 All requirements regarding direct cost for labor, labor burden, material, equipment, and markups on direct costs for overhead and profit described in this section shall apply to Force Account Directives. However, the District will only pay for actual costs verified in the field by the District or its authorized representative(s) on a daily basis.

17.13.4 The Contractor shall be responsible for all cost related to the administration of Force Account Directive. The markup for overhead and profit for Contractor modifications shall be full compensation to the Contractor to administer

Force Account Directive, and Contractor shall not be entitled to separately recover additional amounts for overhead and/or profit.

17.13.5 The Contractor shall notify the District or its authorized representative(s) at least twenty-four (24) hours prior to proceeding with any of the force account work. Furthermore, the Contractor shall notify the District when it has consumed eighty percent (80%) of the budget, and shall not exceed the budget unless specifically authorized in writing by the District. The Contractor will not be compensated for force account work in the event that the Contractor fails to timely notify the District regarding the commencement of force account work, or exceeding the force account budget.

17.13.6 The Contractor shall diligently proceed with the work, and on a daily basis, submit a daily force account report using Document 00 63 47, "Daily Force Account Report," no later than 5:00 p.m. each day. The report shall contain a detailed itemization of the daily labor, material, and equipment used on the force account work only. The names of the individuals performing the force account work shall be included on the daily force account reports. The type and model of equipment shall be identified and listed. The District will review the information contained in the reports, and sign the reports no later than the next work day, and return a copy of the report to the Contractor for their records. The District will not sign, nor will the Contractor receive compensation for work the District cannot verify. The Contractor will provide a weekly force account summary indicating the status of each Force Account Directive in terms of percent complete of the not-to-exceed budget and the estimated percent complete of the work.

17.13.7 In the event the Contractor and the District reach a written agreement on a set cost for the work while the work is proceeding based on a Force Account Directive, the Contractor's signed daily force account reports shall be discontinued, and all previously signed reports shall be invalid.

17.14 Accounting Records

With respect to portions of the Work performed by Change Orders and Construction Change Directives, the Contractor shall keep and maintain cost-accounting records satisfactory to the District, including, without limitation, Job Cost Reports as provided in these General Conditions, which shall be available to the District on the same terms as any other books and records the Contractor is required to maintain under the Contract Documents. Such records shall include without limitation hourly records for Labor and Equipment and itemized records of materials and Equipment used that day in connection with the performance of any Work. All records maintained hereunder shall be subject to inspection, review and/or reproduction by the District, the Architect or the Project Inspector upon request. In the event that the Contractor fails or refuses, for any reason, to maintain or make available for inspection, review and/or reproduction such records, the District's reasonable good faith determination of the extent of adjustment to the Contract Price shall be final, conclusive, dispositive and binding upon Contractor.

17.15 Notice Required

If the Contractor desires to make a claim for an increase in the Contract Price, or any extension in the Contract Time for completion, it shall notify the District pursuant to the provisions herein including, without limitation, Article 25 Claims Process provisions. No claim shall be considered unless made in accordance with this subparagraph. Contractor shall proceed to execute the Work even though the adjustment may not have been agreed upon. Any change in the Contract Price or extension of the Contract Time resulting from such claim shall be authorized by a Change Order.

17.16 Applicability to Subcontractors

Any requirements under this Article shall be equally applicable to Change Orders or Construction Change Directives issued to Subcontractors by the Contractor to the extent as required by the Contract Documents.

17.17 Alteration to Change Order Language

Contractor shall not alter Change Orders or reserve time in Change Orders. Change Orders altered in violation of this provision, if in conflict with the terms set forth herein, shall be construed in accordance with the terms set forth herein. Contractor shall execute finalized Change Orders and proceed under the provisions herein with proper notice.

17.18 Failure of Contractor to Execute Change Order

Contractor shall be in default of the Contract if Contractor fails to execute a Change Order when the Contractor agrees with the addition and/or deletion of the Work in that Change Order.

18. REQUEST FOR INFORMATION

18.1 Any Request for Information shall reference all applicable Contract Document(s), including Specification section(s), detail(s), page number(s), drawing number(s), and sheet number(s), etc. The Contractor shall make suggestions and interpretations of the issue raised by each Request for Information. A Request for Information cannot modify the Contract Price, Contract Time, or the Contract Documents. Upon request by the District, Contractor shall provide an electronic copy of the Request for Information in addition to the hard copy.

18.2 The Contractor shall be responsible for any costs incurred for professional services that District may deduct from any amounts owing to the Contractor, if a Request for Information requests an interpretation or decision of a matter where the information sought is equally available to the party making the request. District, at its

sole discretion, shall deduct from and/or invoice Contractor for all the professional services arising herein.

19. PAYMENTS

19.1 Contract Price

The Contract Price is stated in the Agreement and, including authorized adjustments, is the total amount payable by the District to the Contractor for performance of the Work under the Contract Documents.

19.2 Applications for Progress Payments

19.2.1 Procedure for Applications for Progress Payments

19.2.1.1 Application for Progress Payment

19.2.1.1.1 Not before the fifth (5th) day of each calendar month during the progress of the Work, Contractor shall submit to the District and the Architect an itemized Application for Payment for operations completed in accordance with the Schedule of Values. Such application shall be notarized, if required by District, and supported by the following or each portion thereof unless waived by the District in writing:

19.2.1.1.1.1 The amount paid to the date of the Application to the Contractor, to all its Subcontractors, and all others furnishing labor, material, or equipment for its Contract;

19.2.1.1.1.2 The amount being requested under the Application for Payment by the Contractor on its own behalf and separately stating the amount requested on behalf of each of the Subcontractors and all others furnishing labor, material, and equipment under the Contract;

19.2.1.1.1.3 The balance that will be due to each of such entities after said payment is made;

19.2.1.1.1.4 A certification that the As-Built Drawings and annotated Specifications are current;

19.2.1.1.1.5 Itemized breakdown of work done for the purpose of requesting partial payment;

19.2.1.1.1.6 An updated and acceptable construction schedule in conformance with the provisions herein;

19.2.1.1.1.7 The additions to and subtractions from the Contract Price and Contract Time;

19.2.1.1.1.8 A total of the retentions held;

19.2.1.1.1.9 Material invoices, evidence of equipment purchases, rentals, and other support and details of cost as the District may require from time to time;

19.2.1.1.1.10 The percentage of completion of the Contractor's Work by line item;

19.2.1.1.1.11 Schedule of Values updated from the preceding Application for Payment;

19.2.1.1.1.12 A duly completed and executed conditional waiver and release upon progress payment compliant with Civil Code section 8132 from the Contractor and each subcontractor of any tier and supplier to be paid from the current progress payment;

19.2.1.1.1.13 A duly completed and executed unconditional waiver and release upon progress payment compliant with Civil Code section 8134 from the Contractor and each subcontractor of any tier and supplier that was paid from the previous progress payment(s); and

19.2.1.1.1.14 A certification by the Contractor of the following:

The Contractor warrants title to all Work performed as of the date of this payment application has been completed in accordance with the Contract Documents for the Project. The Contractor further warrants that all amounts have been paid for work which previous Certificates for Payment were issued and payments received and all Work performed as of the date of this payment application is free and clear of liens, claims, security interests, or encumbrances in favor of the Contractor, Subcontractors, material and equipment suppliers, workers, or other persons or entities making a claim by reason of having provided labor, materials, and equipment relating to the Work, except those of which the District has been informed. Submission of sums which have no basis in fact or which Contractor knows are false are at the sole risk of Contractor and may be a violation of the False Claims Act set forth under Government Code section 12650 et seq.

19.2.1.1.1.15 The Contractor shall be subject to the False Claims Act set forth in Government Code section 12650 et seq. for information provided with any Application for Progress Payment.

19.2.1.1.1.16 All remaining certified payroll records ("CPR(s)") for each journeyman, apprentice, worker, or other employee employed by the Contractor and/or each Subcontractor in connection with the Work for the period of the Application for Payment. As indicated herein, the District shall not make any payment to Contractor until:

19.2.1.1.1.16.1 Contractor and/or its Subcontractor(s) provide electronic CPRs directly to the DIR on no less than every 30 days while Work is being performed and within 30 days after the final day of Work

performed on the Project for any journeyman, apprentice, worker or other employee was employed in connection with the Work, or within ten (10) days of any request by the District or the DIR to the requesting entity, and

19.2.1.1.1.16.2 Any delay in Contractor and/or its Subcontractor(s) providing CPRs in a timely manner may directly delay the Contractor's payment.

19.2.1.1.2 Applications received after June 20th will not be paid until the second week of July and applications received after December 12th will not be paid until the first week of January.

19.2.2 Prerequisites for Progress Payments

19.2.2.1 First Payment Request: The following items, if applicable, must be completed before the District will accept and/or process the Contractor's first payment request:

19.2.2.1.1 Installation of the Project sign;

19.2.2.1.2 Installation of field office;

19.2.2.1.3 Installation of temporary facilities and fencing;

19.2.2.1.4 Schedule of Values;

19.2.2.1.5 Contractor's Construction Schedule;

19.2.2.1.6 Schedule of unit prices, if applicable;

19.2.2.1.7 Submittal Schedule;

19.2.2.1.8 Receipt by Architect of all submittals due as of the date of the payment application;

19.2.2.1.9 Copies of necessary permits;

19.2.2.1.10 Copies of authorizations and licenses from governing authorities;

19.2.2.1.11 Initial progress report;

19.2.2.1.12 Surveyor qualifications;

19.2.2.1.13 Written acceptance of District's survey of rough grading, if applicable;

19.2.2.1.14 List of all Subcontractors, with names, license numbers, telephone numbers, and Scope of Work;

19.2.2.1.15 All bonds and insurance endorsements; and

19.2.2.1.16 Resumes of Contractor's project manager, and if applicable, job site secretary, record documents recorder, and job site superintendent.

19.2.2.2 Second Payment Request: The District will not process the second payment request until and unless all submittals and Shop Drawings have been accepted for review by the Architect.

19.2.2.3 No Waiver of Criteria: Any payments made to Contractor where criteria set forth herein have not been met shall not constitute a waiver of said criteria by District. Instead, such payment shall be construed as a good faith effort by District to resolve differences so Contractor may pay its Subcontractors and suppliers. Contractor agrees that failure to submit such items may constitute a breach of contract by Contractor and may subject Contractor to termination.

19.3 Progress Payments

19.3.1 District's Approval of Application for Payment

19.3.1.1 Upon receipt of an Application for Payment, The District shall act in accordance with both of the following:

19.3.1.1.1 Each Application for Payment shall be reviewed by the District as soon as practicable after receipt for the purpose of determining that the Application for Payment is a proper Application for Payment.

19.3.1.1.2 Any Application for Payment determined not to be a proper Application for Payment suitable for payment shall be returned to the Contractor as soon as practicable, but not later than seven (7) days, after receipt. An Application for Payment returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the Application for Payment is not proper. The number of days available to the District to make a payment without incurring interest pursuant to this section shall be reduced by the number of days by which the District exceeds this seven-day return requirement.

19.3.1.1.3 An Application for Payment shall be considered properly executed if funds are available for payment of the Application for Payment, and payment is not delayed due to an audit inquiry by the financial officer of the District.

19.3.1.2 The District's review of the Contractor's Application for Payment will be based on the District's and the Architect's observations at the Site and the data comprising the Application for Payment that the Work has progressed to the point indicated and that, to the best of the District's and the Architect's knowledge, information, and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to:

19.3.1.2.1 Observation of the Work for general conformance with the Contract Documents,

19.3.1.2.2 Results of subsequent tests and inspections,

19.3.1.2.3 Minor deviations from the Contract Documents correctable prior to completion, and

19.3.1.2.4 Specific qualifications expressed by the Architect.

19.3.1.3 District's approval of the certified Application for Payment shall be based on Contractor complying with all requirements for a fully complete and valid certified Application for Payment.

19.3.2 Payments to Contractor

19.3.2.1 Within thirty (30) days after 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 value of the Work completed shall be Contractor's best estimate. No inaccuracy or error in said estimate shall operate to release the Contractor, or any Surety upon any bond, from damages arising from such Work, or from the District's right to enforce each and every provision of this Contract, and the District shall have the right subsequently to correct any error made in any estimate for payment.

19.3.2.2 The Contractor shall not be entitled to have any payment requests processed or be entitled to have any payment made for Work performed, so long as any lawful or proper direction given by the District concerning the Work, or any portion thereof, remains incomplete.

19.3.2.3 If the District fails to make any progress payment within thirty (30) days after receipt of an undisputed and properly submitted Application for Payment from the Contractor, the District shall pay interest to the Contractor equivalent to the legal rate set forth in subdivision (a) of Section 685.010 of the Code of Civil Procedure.

19.3.3 No Waiver

No payment by District hereunder shall be interpreted so as to imply that District has inspected, approved, or accepted any part of the Work. Notwithstanding any payment, the District may enforce each and every provision of this Contract. The District may correct or require correction of any error subsequent to any payment.

19.4 Decisions to Withhold Payment

19.4.1 Reasons to Withhold Payment

The District may withhold payment in whole, or in part, to the extent reasonably necessary to protect the District if, in the District's opinion, the representations to the District required herein cannot be made. The District may withhold payment, in whole, or in part, to such extent as may be necessary to protect the District from loss because of, but not limited to any of the following:

SAN RAFAEL CITY SCHOOLS

**GENERAL CONDITIONS
VENETIA VALLEY TK-8 SCHOOL LANDSCAPE
RENOVATIONS
BID NO. 25-03
DOCUMENT 00 72 13 -67**

19.4.1.1 Defective Work not remedied within **FORTY-EIGHT (48)** hours of written notice to Contractor.

19.4.1.2 Stop Payment Notices or other liens served upon the District as a result of the Contract. Contractor agrees that the District may withhold up to 125% of the amount claimed in the Stop Payment Notice to answer the claim and to provide for the District's reasonable cost of any litigation pursuant to the stop payment notice.

19.4.1.3 Written notice to withhold payment from Contractor by payment and/or performance bond surety(ies).

19.4.1.4 Liquidated damages assessed against the Contractor.

19.4.1.5 The cost of completion of the Contract if there exists a reasonable doubt that the Work can be completed for the unpaid balance of the Contract Price or by the completion date.

19.4.1.6 Damage to the District or other contractor(s).

19.4.1.7 Unsatisfactory prosecution of the Work by the Contractor.

19.4.1.8 Failure to store and properly secure materials.

19.4.1.9 Failure of the Contractor to submit, on a timely basis, proper, sufficient, and acceptable documentation required by the Contract Documents, including, without limitation, a Construction Schedule, Schedule of Submittals, Schedule of Values, Monthly Progress Schedules, Shop Drawings, Product Data and samples, Proposed product lists, executed Change Orders, and/or verified reports.

19.4.1.10 Failure of the Contractor to maintain As-Built Drawings.

19.4.1.11 Erroneous estimates by the Contractor of the value of the Work performed, or other false statements in an Application for Payment.

19.4.1.12 Unauthorized deviations from the Contract Documents.

19.4.1.13 Failure of the Contractor to prosecute the Work in a timely manner in compliance with the Construction Schedule, established progress schedules, and/or completion dates.

19.4.1.14 Failure to provide acceptable electronic certified payroll records, as required by the Labor Code, by these Contract Documents, or by written request; for each journeyman, apprentice, worker, or other employee employed by the Contractor and/or by each Subcontractor in connection with the Work for the period of the Application for Payment or if payroll records are delinquent or inadequate.

19.4.1.15 Failure to properly pay prevailing wages as required in Labor Code section 1720 et seq., failure to comply with any other Labor Code requirements,

and/or failure to comply with labor compliance monitoring and enforcement by the DIR.

19.4.1.16 Allowing an unregistered subcontractor, as described in Labor Code section 1725.5, to engage in the performance of any work under this Contract.

19.4.1.17 Failure to comply with any applicable federal statutes and regulations regarding minimum wages, withholding, payrolls and basic records, apprentice and trainee employment requirements, equal employment opportunity requirements, Copeland Act requirements, Davis-Bacon Act and related requirements, Contract Work Hours and Safety Standards Act requirements, if applicable.

19.4.1.18 Failure to properly maintain or clean up the Site.

19.4.1.19 Failure to timely indemnify, defend, or hold harmless the District.

19.4.1.20 Any payments due to the District, including but not limited to payments for failed tests, utilities changes, or permits.

19.4.1.21 Failure to pay Subcontractor(s) or supplier(s) as required by law and by the Contract Documents.

19.4.1.22 Failure to pay any royalty, license or similar fees.

19.4.1.23 Contractor is otherwise in breach, default, or in substantial violation of any provision of this Contract.

19.4.1.24 Failure to perform any implementation and/or monitoring required by any SWPPP for the Project and/or the imposition of any penalties or fines therefore whether imposed on the District or Contractor.

19.4.2 Reallocation of Withheld Amounts

19.4.2.1 District may, in its discretion, apply any withheld amount to pay outstanding claims or obligations as defined herein. In so doing, District shall make such payments on behalf of Contractor. If any payment is so made by District, then that amount shall be considered a payment made under Contract by District to Contractor and District shall not be liable to Contractor for any payment made in good faith. These payments may be made without prior judicial determination of claim or obligation. District will render Contractor an accounting of funds disbursed on behalf of Contractor.

19.4.2.2 If Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents or fails to perform any provision thereof, District may, after **FORTY-EIGHT (48)** hours' written notice to the Contractor and, without prejudice to any other remedy, make good such deficiencies. The District shall adjust the total Contract Price by reducing the amount thereof by the cost of making good such deficiencies. If District deems it inexpedient to correct Work that is damaged, defective, or not done in accordance with Contract provisions, an equitable reduction in the Contract Price (of at least one hundred fifty percent

(150%) of the estimated reasonable value of the nonconforming Work) shall be made therefor.

19.4.3 Payment After Cure

When Contractor removes the grounds for declining approval, payment shall be made for amounts withheld because of them. No interest shall be paid on any retainage or amounts withheld due to the failure of the Contractor to perform in accordance with the terms and conditions of the Contract Documents.

19.5 Subcontractor Payments

19.5.1 Payments to Subcontractors

No later than seven (7) days after receipt, or pursuant to Business and Professions Code section 7108.5 and Public Contract Code section 7107, the Contractor shall pay to each Subcontractor, out of the amount paid to the Contractor on account of such Subcontractor's portion of the Work, the amount to which said Subcontractor is entitled. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to its Sub-subcontractors in a similar manner.

19.5.2 No Obligation of District for Subcontractor Payment

The District shall have no obligation to pay, or to see to the payment of, money to a Subcontractor except as may otherwise be required by law.

19.5.3 Joint Checks

District shall have the right in its sole discretion, if necessary for the protection of the District, to issue joint checks made payable to the Contractor and Subcontractors and/or material or equipment suppliers. The joint check payees shall be responsible for the allocation and disbursement of funds included as part of any such joint payment. In no event shall any joint check payment be construed to create any contract between the District and a Subcontractor of any tier, or a material or equipment supplier, any obligation from the District to such Subcontractor or a material or equipment supplier, or rights in such Subcontractor or a material or equipment supplier against the District.

20. COMPLETION OF THE WORK

20.1 Completion

20.1.1 District will accept completion of Contract and have the Notice of Completion recorded when the entire Work shall have been completed to the satisfaction of District.

20.1.2 The Work may only be accepted as complete by action of the governing board of the District.

20.1.3 District, at its sole option, may accept completion of Contract and have the Notice of Completion recorded when the entire Work shall have been completed to the satisfaction of District, except for minor corrective items, as distinguished from incomplete items. If Contractor fails to complete all minor corrective items within fifteen (15) days after the date of the District's acceptance of completion, District shall withhold from the final payment one hundred fifty percent (150%) of an estimate of the amount sufficient to complete the corrective items, as determined by District, until the item(s) are completed.

20.1.4 At the end of the 15-day period, if there are any items remaining to be corrected, District may elect to proceed as provided herein related to adjustments to Contract Price, and/or District's right to perform the Work of the Contractor.

20.2 Close-Out/Certification Procedures

20.2.1 Punch List

The Contractor shall notify the Architect when Contractor considers the Work complete. Upon notification, Architect will prepare a list of minor items to be completed or corrected ("Punch List"). The Contractor and/or its Subcontractors shall proceed promptly to complete and correct items on the Punch List. Failure to include an item on Punch List does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

20.2.2 Close-Out/Certification Requirements

20.2.2.1 Utility Connections

Buildings shall be connected to water, gas, sewer, and electric services, complete and ready for use. Service connections shall be made and existing services reconnected.

20.2.2.2 Record Drawings and Record Specifications

20.2.2.2.1 Contractor shall provide exact Record Drawings of the Work ("As-Builts") and Record Specifications upon completion of the Project and as a condition precedent to approval of final payment.

20.2.2.2.2 Contractor shall obtain the Inspector's approval of the corrected prints and employ a competent draftsman to transfer the Record Drawings information to the most current version of AutoCAD that is, at that time, currently utilized for plan check submission by either the District, the Architect, OPSC, and/or DSA, and print a complete set of transparent sepias. When completed, Contractor shall deliver to the District corrected sepias and data storage device acceptable to District with AutoCAD file.

20.2.2.2.3 Contractor is liable and responsible for any and all inaccuracies in the Record Drawings and Record Specifications, even if inaccuracies become evident at a future date.

20.2.2.3 Construction Storm Water Permit, if applicable

Contractor shall submit to District all electronic or hard copy records required by the Construction Storm Water Permit, if applicable, within seven (7) days of Completion of the Project.

20.2.2.4 Spare Parts and Maintenance Manuals:

20.2.2.4.1 Contractor shall provide products, spare parts, maintenance, and extra materials in quantities specified in the Specifications and in Manufacturer's recommendations.

20.2.2.4.2 Contractor shall prepare all operation and maintenance manuals and date as indicated in the Specifications.

20.2.2.5 Instruction of District Personnel:

20.2.2.5.1 Before final inspection, at agreed upon times, Contractor shall instruct District's designated personnel in operation, adjustment, and maintenance of products, equipment, and systems.

20.2.2.5.2 For equipment requiring seasonal operation, Contractor shall perform instructions for other seasons within six months or by the change of season.

20.2.2.5.3 Contractor shall use operation and maintenance manuals as basis for instruction. Contractor shall review contents of manual with personnel in detail to explain all aspects of operation and maintenance.

20.2.2.5.4 Contractor shall prepare and insert additional data in Operation and Maintenance Manual when the need for such data becomes apparent during instruction.

20.2.2.5.5 Contractor shall review contents of manual with personnel in detail to explain all aspects of operation and maintenance.

20.2.2.6 Source Programming: Contractor shall provide all source programming for all items in the Project.

20.2.2.7 Verified Reports: Contractor shall completely and accurately fill out and file forms DSA 6-C or DSA 152 (or current form), as appropriate. Refer to section 4-336 and section 4-343 of Part 1, Title 24 of the California Code of Regulations.

20.3 Final Inspection

20.3.1 Contractor shall comply with Punch List procedures as provided herein and maintain the presence of a Project superintendent and project manager until the Punch List is complete to ensure proper and timely completion of the Punch List. Under no circumstances shall Contractor demobilize its forces prior to completion of the Punch List without District's prior written approval. Upon receipt of Contractor's written notice that all of the Punch List items have been fully completed and the Work is ready for final inspection and District acceptance, Architect and Project

Inspector will inspect the Work and shall submit to Contractor and District a final inspection report noting the Work, if any, required in order to complete in accordance with the Contract Documents. Absent unusual circumstances, this report shall consist of the Punch List items not yet satisfactorily completed.

20.3.2 Upon Contractor's completion of all items on the Punch List and any other uncompleted portions of the Work, the Contractor shall notify the District and Architect, who shall again inspect such Work. If the Architect finds the Work complete and acceptable under the Contract Documents, the Architect will notify Contractor, who shall then jointly submit to the Architect and the District its final Application for Payment.

20.3.3 Final Inspection Requirements

20.3.3.1 Before calling for final inspection, Contractor shall determine that the following have been performed:

20.3.3.1.1 The Work has been completed.

20.3.3.1.2 All life safety items are completed and in working order.

20.3.3.1.3 Mechanical and electrical Work including, without limitation, security system, data, and fire alarm, are complete and tested, fixtures are in place, connected, and ready for tryout.

20.3.3.1.4 Electrical circuits scheduled in panels and disconnect switches labeled.

20.3.3.1.5 Replace filters of operating equipment.

20.3.3.1.6 Painting and special finishes complete.

20.3.3.1.7 Doors complete with hardware, cleaned of protective film, relieved of sticking or binding, and in working order.

20.3.3.1.8 Tops and bottoms of doors sealed.

20.3.3.1.9 Floors waxed and polished as specified.

20.3.3.1.10 Carpeted and soft surfaces vacuumed.

20.3.3.1.11 Broken glass replaced and interior and exterior glass and all surfaces exposed to view cleaned.

20.3.3.1.12 Equipment and fixtures cleaned to a sanitary condition.

20.3.3.1.13 Grounds cleared of Contractor's equipment, raked clean of debris, and remove waste and surplus materials, rubbish, and construction facilities from the Site and surrounding areas.

20.3.3.1.14 Site cleaned, paved areas swept, and clean landscaped surfaces raked.

20.3.3.1.15 Roofs, gutters, down spouts, and drainage systems cleaned of debris.

20.3.3.1.16 Work cleaned, free of stains, scratches, and other foreign matter, and damaged and broken material replaced.

20.3.3.1.17 Temporary labels, tape, stains, and foreign substances removed, transparent and glossy surfaces polished,

20.3.3.1.18 Finished and decorative work shall have marks, dirt, and superfluous labels removed.

20.3.3.1.19 Final cleanup, as provided herein.

20.4 Costs of Multiple Inspections

More than two (2) requests of the District to make a final inspection shall be considered an additional service of District, Architect, Construction Manager, and/or Project Inspector, and all subsequent costs will be invoiced to Contractor and if funds are available, withheld from remaining payments.

20.5 Partial Occupancy or Use Prior to Completion

20.5.1 District's Rights to Occupancy

The District may occupy or use any completed or partially completed portion of the Work at any stage, and such occupancy shall not constitute the District's Final Acceptance of any part of the Work. Neither the District's Final Acceptance, the making of Final Payment, any provision in Contract Documents, nor the use or occupancy of the Work, in whole or in part, by District shall constitute acceptance of Work not in accordance with the Contract Documents nor relieve the Contractor or the Contractor's Performance Bond Surety from liability with respect to any warranties or responsibility for faulty or defective Work or materials, equipment and workmanship incorporated therein. In the event that the District occupies or uses any completed or partially completed portion of the Work, the Contractor shall remain responsible for payments, security, maintenance, heat, utilities, damage to the Work, insurance, the period for correction of the Work, and the commencement of warranties required by the Contract Documents unless the Contractor requests in writing, and the District agrees, to otherwise divide those responsibilities. Any dispute as to responsibilities shall be resolved pursuant to the Claims Process provisions herein, with the added provision that during the dispute process, the District shall have the right to occupy or use any portion of the Work that it needs or desires to use.

20.5.2 Inspection Prior to Occupancy or Use

Immediately prior to partial occupancy or use, the District, the Contractor, and the Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

20.5.3 No Waiver

Unless otherwise agreed upon, partial or entire occupancy or use of a portion or portions of the Work shall not constitute beneficial occupancy or District's acceptance of the Work not complying with the requirements of the Contract Documents.

21. FINAL PAYMENT AND RETENTION

21.1 Final Payment

Upon receipt and approval of a valid and final Application for Payment, the Architect will issue a final Certificate of Payment. The District shall thereupon jointly inspect the Work and either accept the Work as complete or notify the Architect and the Contractor in writing of reasons why the Work is not complete. Upon District's acceptance of the Work of the Contractor as fully complete by the Governing Board of the District (that, absent unusual circumstances, will occur when the Punch List items have been satisfactorily completed), the District shall record a Notice of Completion with the County Recorder, and the Contractor shall, upon receipt of final payment from the District, pay the amount due Subcontractors.

21.2 Prerequisites for Final Payment

The following conditions must be fulfilled prior to Final Payment:

21.2.1 A full release of all Stop Payment Notices served in connection with the Work shall be submitted by Contractor.

21.2.2 A duly completed and executed conditional waiver and release upon final payment compliant with Civil Code section 8136, from the Contractor and each subcontractor of any tier and supplier to be paid from the final payment.

21.2.3 A duly completed and executed unconditional waiver and release upon progress payment compliant with Civil Code section 8134, from the Contractor and each subcontractor of any tier and supplier that was paid from the previous progress payments.

21.2.4 A duly completed and executed Document 00 65 19.26, "AGREEMENT AND RELEASE OF ANY AND ALL CLAIMS" from the Contractor.

21.2.5 The Contractor shall have made all corrections to the Work that are required to remedy any defects therein, to obtain compliance with the Contract Documents or any requirements of applicable codes and ordinances, or to fulfill any of the orders or directions of District required under the Contract Documents.

21.2.6 Each Subcontractor shall have delivered to the Contractor all written guarantees, warranties, applications, and bonds required by the Contract Documents for its portion of the Work.

21.2.7 Contractor must have completed all requirements set forth under "Close-Out/Certification Procedures," including, without limitation, submission of an approved set of complete Record Drawings.

21.2.8 Architect shall have issued its written approval that final payment can be made.

21.2.9 The Contractor shall have delivered to the District all manuals and materials required by the Contract Documents, which must be approved by the District.

21.2.10 The Contractor shall have completed final clean-up as provided herein.

21.3 Retention

21.3.1 The retention, less any amounts disputed by the District or that the District has the right to withhold pursuant to provisions herein, shall be paid:

21.3.1.1 After approval by the Architect of the Application and Certificate of Payment,

21.3.1.2 After the satisfaction of the conditions set forth herein, and

21.3.1.3 After forty-five (45) days after the recording of the Notice of Completion by District.

21.3.2 No interest shall be paid on any retention, or on any amounts withheld due to a failure of the Contractor to perform, in accordance with the terms and conditions of the Contract Documents, except as provided to the contrary in any Escrow Agreement between the District and the Contractor pursuant to Public Contract Code section 22300.

21.4 Substitution of Securities

The District will permit the substitution of securities in accordance with the provisions of Public Contract Code section 22300.

22. UNCOVERING OF WORK

If a portion of the Work is covered without Inspector or Architect approval or not in compliance with the Contract Documents, it must, if required in writing by the District, the Project Inspector, or the Architect, be uncovered for the Project Inspector's or the Architect's observation and be corrected, replaced, and/or recovered at the Contractor's expense without change in the Contract Price or Contract Time.

23. NONCONFORMING WORK AND CORRECTION OF WORK

23.1 Nonconforming Work

23.1.1 Contractor shall promptly remove from Premises all Work identified by District as failing to conform to the Contract Documents whether incorporated or not.

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VENETIA VALLEY TK-8 SCHOOL LANDSCAPE
RENOVATIONS
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Contractor shall promptly replace and re-execute its own Work to comply with the Contract Documents without additional expense to the District and shall bear the expense of making good all work of other contractors destroyed or damaged by any removal or replacement pursuant hereto and/or any delays to the District or other Contractors caused thereby.

23.1.2 If Contractor does not remove Work that District has identified as failing to conform to the Contract Documents within a reasonable time, not to exceed **FORTY-EIGHT (48)** hours, District may remove it and may store any material at Contractor's expense. If Contractor does not pay expense(s) of that removal within ten (10) days' time thereafter, District may, upon ten (10) days' written notice, sell any material at auction or at private sale and shall deduct all costs and expenses incurred by the District and/or District may withhold those amounts from payment(s) to Contractor.

23.2 Correction of Work

23.2.1 Correction of Rejected Work

Pursuant to the notice provisions herein, the Contractor shall immediately correct the Work rejected by the District, the Architect, or the Project Inspector as failing to conform to the requirements of the Contract Documents, whether observed before or after Completion and whether or not fabricated, installed, or completed. The Contractor shall bear costs of correcting the rejected Work, including additional testing, inspections, and compensation for the Inspector's or the Architect's services and expenses made necessary thereby.

23.2.2 One-Year Warranty Corrections

If, within one (1) year after the date of Completion of the Work or a designated portion thereof, or after the date for commencement of warranties established hereunder, or by the terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the District to do so. This period of one (1) year shall be extended with respect to portions of the Work first performed after Completion by the period of time between Completion and the actual performance of the Work. This obligation hereunder shall survive District's acceptance of the Work under the Contract and termination of the Contract. The District shall give such notice promptly after discovery of the condition.

23.3 District's Right to Perform Work

23.3.1 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, without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.

23.3.2 If it is found at any time, before or after completion of the Work, that Contractor has varied from the Drawings and/or Specifications, including, but not limited to, variation in material, quality, form, or finish, or in the amount or value of the materials and labor used, District may require at its option:

23.3.2.1 That all such improper Work be removed, remade or replaced, and all work disturbed by these changes be made good by Contractor at no additional cost to the District;

23.3.2.2 That the District deduct from any amount due Contractor the sum of money equivalent to the difference in value between the work performed and that called for by the Drawings and Specifications; or

23.3.2.3 That the District exercise any other remedy it may have at law or under the Contract Documents, 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.

24. TERMINATION AND SUSPENSION

24.1 District's Request for Assurances

If District at any time reasonably believes Contractor is or may be in default under this Contract, District may in its sole discretion notify Contractor of this fact and request written assurances from Contractor of performance of Work and a written plan from Contractor to remedy any potential default under the terms this Contract that the District may advise Contractor of in writing. Contractor shall, within ten (10) calendar days of District's request, deliver a written cure plan that meets the District's requirements in its request for assurances. Contractor's failure to provide such written assurances of performance and the required written plan, within ten (10) calendar days of request, will constitute a material breach of this Contract sufficient to justify termination for cause.

24.2 District's Right to Terminate Contractor for Cause

24.2.1 Grounds for Termination: The District, in its sole discretion, may terminate the Contract and/or terminate the Contractor's right to perform the work of the Contract based upon any of the following:

24.2.1.1 Contractor refuses or fails to execute the Work or any separable part thereof with sufficient diligence as will ensure its completion within the time specified or any extension thereof, or

24.2.1.2 Contractor fails to complete said Work within the time specified or any extension thereof, or

24.2.1.3 Contractor persistently fails or refuses to perform Work or provide material of sufficient quality as to be in compliance with Contract Documents; or

24.2.1.4 Contractor persistently refuses, or repeatedly fails, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials to complete the Work in the time specified; or

24.2.1.5 Contractor fails to make prompt payment to Subcontractors, or for material, or for labor; or

24.2.1.6 Contractor persistently disregards laws, or ordinances, or instructions of District; or

24.2.1.7 Contractor fails to supply labor, including that of Subcontractors, that is sufficient to prosecute the Work or that can work in harmony with all other elements of labor employed or to be employed on the Work; or

24.2.1.8 Contractor or its Subcontractor(s) is/are otherwise in breach, default, or in substantial violation of any provision of this Contract, including but not limited to a lapse in licensing or registration.

24.2.2 Notification of Termination

24.2.2.1 Upon the occurrence at District's sole determination of any of the above conditions, District may, without prejudice to any other right or remedy, serve written notice upon Contractor and its Surety of District's termination of this Contract and/or the Contractor's right to perform the work of the Contract. This notice will contain the reasons for termination. Unless, within three (3) days after the service of the notice, any and all condition(s) shall cease, and any and all violation(s) shall cease, or arrangement satisfactory to District for the correction of the condition(s) and/or violation(s) be made, this Contract and/or the Contractor's right to perform the Work of the Contract shall cease and terminate. Upon termination, Contractor shall not be entitled to receive any further payment until the entire Work is finished.

24.2.2.2 Upon termination, District may immediately serve written notice of tender upon Surety whereby Surety shall have the right to take over and perform this Contract only if Surety:

24.2.2.2.1 Within three (3) days after service upon it of the notice of tender, gives District written notice of Surety's intention to take over and perform this Contract; and

24.2.2.2.2 Commences performance of this Contract within three (3) days from date of serving of its notice to District.

24.2.2.3 Surety shall not utilize Contractor in completing the Project if the District notifies Surety of the District's objection to Contractor's further participation in the completion of the Project. Surety expressly agrees that any contractor which Surety proposes to fulfill Surety's obligations is subject to District's approval. District's approval shall not be unreasonably withheld, conditioned or delayed.

24.2.2.4 If Surety fails to notify District or begin performance as indicated herein, District may take over the Work and execute the Work to completion by any method it may deem advisable at the expense of Contractor and/or its Surety. Contractor and/or its Surety shall be liable to District for any excess cost or other damages the District incurs thereby. Time is of the essence in this Contract. If the District takes over the Work as herein provided, District may, without liability for so doing, take possession of and utilize in completing the Work such materials, appliances, plan, and other property belonging to Contractor as may be on the Site of the Work, in bonded storage, or previously paid for.

24.2.2.5 In the alternative, the District shall have the right (but shall have no obligation) to assume and/or assign to a general contractor or construction manager or other third party who is qualified and has sufficient resources to complete the Work, the rights of the Contractor under its subcontracts with any or all Subcontractors. In the event of an assumption or assignment by the District, no Subcontractor shall have any claim against the District or third party for Work performed by Subcontractor or other matters arising prior to termination of the Contract and/or the Contractor's right to perform the work of the Contract. The District or any third party, as the case may be, shall be liable only for obligations to the Subcontractor arising after assumption or assignment. Should the District so elect, the Contractor shall execute and deliver all documents and take all steps, including the legal assignment of its contractual rights, as the District may require, for the purpose of fully vesting in the District the rights and benefits of its Subcontractor under Subcontracts or other obligations or commitments. All payments due the Contractor hereunder shall be subject to a right of offset by the District for expenses and damages suffered by the District as a result of any default, acts, or omissions of the Contractor. Contractor must include this assignment provision in all of its contracts with its Subcontractors.

24.2.3 In the event of a termination for cause, if the expense to the District to finish the Work exceeds the unpaid Contract Price, Contractor and Surety shall pay difference to District within twenty-one (21) days of District's request.

24.2.4 In the event a termination for cause is later determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience, effective as of the same date as the purported termination for cause, and the Contractor shall have no greater rights than it would have had following a termination for convenience. Any Contractor claim arising out of a termination for cause shall be made in accord with Article 12 herein. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by the Contractor.

24.3 Termination of Contractor for Convenience

24.3.1 District in its sole discretion may terminate the Contract in whole or in part upon three (3) days' written notice to the Contractor.

24.3.2 Upon notice, Contractor shall:

24.3.2.1 Cease operations as directed by the District in the notice;

24.3.2.2 Take necessary actions for the protection and preservation of the Work as soon as possible; and

24.3.2.3 Terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

24.3.3 Within 30 days of the notice, Contractor submit to the District a payment application for the actual cost for labor, materials, and services performed, including all Contractor's and Subcontractor(s)' mobilization and/or demobilization costs, that is unpaid. Contractor shall have no claims against the District except for the actual cost for labor, materials, and services performed that adequately documented through timesheets, invoices, receipts, or otherwise. District shall pay all undisputed invoice(s) for work performed until the notice of termination.

24.3.4 If Contractor objects to the termination for convenience, including disagreement on the actual cost due Contractor, the District retains the right to all the options available to the District under a termination for cause.

24.4 Effect of Termination

24.4.1 Contractor shall, only if ordered to do so by the District, immediately remove from the Site all or any materials and personal property belonging to Contractor that have not been incorporated in the construction of the Work, or which are not in place in the Work. The District retains the right, but not the obligation, to keep and use any materials and personal property belonging to Contractor that have not been incorporated in the construction of the Work, or which are not in place in the Work. The Contractor and its Surety shall be liable upon the Performance Bond for all damages caused to the District by reason of the Contractor's failure to complete the Contract.

24.4.2 In the event that the District shall perform any portion of, or the whole of the Work, pursuant to the provisions of the General Conditions, the District shall not be liable nor account to the Contractor in any way for the time within which, or the manner in which, the Work is performed by the District or for any changes the District may make in the Work or for the money expended by the District in satisfying claims and/or suits and/or other obligations in connection with the Work.

24.4.3 In the event that the Contract is terminated for any reason, no allowances or compensation will be granted for the loss of any anticipated profit by the Contractor or any impact or impairment of Contractor's bonding capacity.

24.4.4 The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to District.

24.5 Emergency Termination of Public Contracts Act of 1949

24.5.1 This Contract is subject to termination as provided by sections 4410 and 4411 of the Government Code of the State of California, being a portion of the Emergency Termination of Public Contracts Act of 1949.

24.5.1.1 Section 4410 of the Government Code states:

In the event a national emergency occurs, and public work, being performed by contract, is stopped, directly or indirectly, because of the freezing or diversion of materials, equipment or labor, as the result of an order or a proclamation of the President of the United States, or of an order of any federal authority, and the circumstances or conditions are such that it is impracticable within a reasonable time to proceed with a substantial portion of the work, then the public agency and the contractor may, by written agreement, terminate said contract.

24.5.1.2 Section 4411 of the Government Code states:

Such an agreement shall include the terms and conditions of the termination of the contract and provision for the payment of compensation or money, if any, which either party shall pay to the other or any other person, under the facts and circumstances in the case.

24.5.2 Compensation to the Contractor shall be determined at the sole discretion of District on the basis of the reasonable value of the Work done, including preparatory work. As an exception to the foregoing and at the District's discretion, in the case of any fully completed separate item or portion of the Work for which there is a separate previously submitted unit price or item on the accepted schedule of values, that price shall control. The District, at its sole discretion, may adopt the Contract Price as the reasonable value of the work done or any portion thereof.

24.6 **Suspension of Work**

24.6.1 District in its sole discretion may suspend, delay or interrupt the Work in whole or in part for such period of time as the District may determine upon three (3) days written notice to the Contractor.

24.6.1.1 An adjustment may be made for changes in the cost of performance of the Work caused by any such suspension, delay or interruption. No adjustment shall be made to the extent:

24.6.1.1.1 That performance is, was or would have been so suspended, delayed or interrupted by another cause for which Contractor is responsible; or

24.6.1.1.2 That an equitable adjustment is made or denied under another provision of the Contract; or

24.6.1.1.3 That the suspension of Work was the direct or indirect result of Contractor's failure to perform any of its obligations hereunder.

24.6.1.2 Any adjustments in cost of performance may have a fixed or percentage fee as provided in the section on Format for Proposed Change Order herein. This amount shall be full compensation for all Contractor's and its Subcontractor(s)' changes in the cost of performance of the Contract caused by any such suspension, delay or interruption.

25. CLAIMS PROCESS

25.1 Obligation to File Claims for Disputes

25.1.1 Should Contractor otherwise seek extra time or compensation for any reason whatsoever, then Contractor shall first follow procedures set forth in the Contract Documents including, without limitation, Articles 15, 16 and 17, all of which are conditions precedent to submitting a Claim pursuant to Article 25. A Notice of Delay or Proposed Change Order are less formal procedures that proceed the formal claim and do not constitute a Claim. A Claim also does not include correspondence, RFIs, vouchers, invoices, progress payment applications, or other routine or authorized form of requests for progress payments in compliance with the Contract. If a dispute remains, then Contractor shall give written notice to District that expressly invokes this Article 25 within the time limits set forth herein.

25.1.2 Contractor's sole and exclusive remedy for a Dispute is to file a written claim setting forth Contractor's position as required herein within the time limits set forth herein.

25.2 Duty to Perform during Claim Process

Contractor and its subcontractors shall continue to perform its Work under the Contract including the disputed work and shall not cause a delay of the Work during any dispute, claim, negotiation, mediation, or arbitration proceeding, except by written agreement by the District.

25.3 Definition of Claim

25.3.1 Pursuant to Public Contract Code section 9204, the term "Claim" means a separate demand by the Contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

25.3.1.1 A time extension, including without limitation, for relief of damages or penalties for delay assessed by the District under the Contract;

25.3.1.2 Payment by the District of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Contract and payment of which is not otherwise expressly provided for or to which Contractor is not otherwise entitled to; or

25.3.1.3 An amount of payment disputed by the District.

25.4 Claims Presentation

25.4.1 Form and Contents of Claim

25.4.1.1 If Contractor intends to submit a Claim for an increase in the Contract Price and/or Contract Time for any reason including, without limitation, the acts of District or its agents, Contractor shall, within thirty (30) days after the event giving rise to the Claim, give notice of the Claim ("Notice of Potential Claim") in writing specifically identifying Contractor is invoking this Article 25 Claims

Presentation. The Notice of Potential Claim shall provide Contractor's preliminary request for an adjustment to the Contract Price and/or Contract Time, with a description of the grounds therefore.

25.4.1.2 Within thirty (30) days after serving the written Notice of Potential Claim, Contractor shall provide a Claim including an itemized statement of the details and amounts of its Claim for any increase in the Contract Price of Contract Time as provided below, including a Time Impact Analysis and any and all other documentation substantiating Contractor's claimed damages:

25.4.1.2.1 The issues, events, conditions, circumstances and/or causes giving rise to the dispute, and shall show, in detail, the cause and effect of same;

25.4.1.2.2 Citation to provisions in the Contract Documents, statute sections, and/or case law entitling Contractor to an increase in the Contract Price or Contract Time;

25.4.1.2.3 The pertinent dates and/or durations and actual and/or anticipated effects on the Contract Price, Contract Schedule milestones and/or Contract Time adjustments;

25.4.1.2.4 The Time Impact Analysis of all time delays that shows actual time impact on the critical path; and

25.4.1.2.5 The line-item costs for labor, material, and/or equipment, if applicable, for all cost impacts priced like a change order according to Article 17 and must be updated monthly as to cost and entitlement if a continuing claim.

25.4.1.3 The Claim shall include the following certification by the Contractor:

25.4.1.3.1 The undersigned Contractor certifies under penalty of perjury that the attached dispute is made in good faith; that the supporting data is accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the adjustment for which Contractor believes the District is liable; and that I am duly authorized to certify the dispute on behalf of the Contractor.

25.4.1.3.2 Furthermore, Contractor understands that the value of the attached dispute expressly includes any and all of the Contractor's costs and expenses, direct and indirect, resulting from the Work performed on the Project, additional time required on the Project and/or resulting from delay to the Project including, without limitation, cumulative impacts. Contractor may not separately recover for overhead or other indirect costs. Any costs, expenses, damages, or time extensions not included are deemed waived.

25.4.2 Contractor shall bear all costs incurred in the preparation and submission of a Claim.

25.4.3 Failure to timely submit a Claim and the requisite supporting documentation shall constitute a waiver of Contractor's claim(s) against the District and Contractor's Claim(s) for compensation or an extension of time shall be deemed waived, released, and discharged as to any entitlement for adjustment to Contract Price and/or Contract Time.

25.5 Claim Resolution pursuant to Public Contract Code section 9204

The Parties may mutually agree in writing to waive the claims procedure under Public Contract Code section 9204 and proceed directly to the commencement of a civil action or binding arbitration. Absent prior mutual waiver, Contractor shall comply with the following steps:

25.5.1 STEP 1:

25.5.1.1 Upon receipt of a Claim by registered or certified mail, return receipt requested, including the documents necessary to substantiate it, the District shall conduct a reasonable review of the Claim and, within a period not to exceed forty-five (45) days, shall provide the Contractor a written statement identifying what portion of the Claim is disputed and what portion is undisputed. Upon receipt of a Claim, the District and Contractor may, by mutual agreement, extend the time period to provide a written statement. If the District needs approval from its governing body to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the Claim, and the governing body does not meet within the forty-five (45) days or within the mutually agreed to extension of time following receipt of Claim sent by registered mail or certified mail, return receipt requested, the District shall have up to three (3) days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide Contractor a written statement identifying the disputed portion and the undisputed portion.

25.5.1.1.1 Any payment due on an undisputed portion of the Claim shall be processed and made within sixty (60) days after the District issues its written statement. Amounts not paid in a timely manner as required by this section shall bear interest at seven percent (7%) per annum.

25.5.1.2 Upon receipt of a Claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable. In this instance, District and Contractor must comply with the sections below regarding Public Contract Code section 20104, et seq. and Government Code Claim Act Claims.

25.5.1.3 If the District fails to issue a written statement, or to otherwise meet the time requirements of this section, this shall result in the Claim being deemed rejected in its entirety. A Claim that is denied by reason of the District's failure to have responded to a Claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the Claim or the responsibility or qualifications of Contractor.

25.5.2 STEP 2:

25.5.2.1 If Contractor disputes the District’s written response, or if the District fails to respond to a Claim within the time prescribed, Contractor may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the District shall schedule a meet and confer conference within thirty (30) days for settlement of the dispute. Within ten (10) business days following the conclusion of the meet and confer conference, if the Claim or any portion of the Claim remains in dispute, the District shall provide the Contractor a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed.

25.5.2.1.1.1 Any payment due on an undisputed portion of the Claim shall be processed and made within sixty (60) days after the District issues its written statement. Amounts not paid in a timely manner as required by this section shall bear interest at seven percent (7%) per annum.

25.5.3 STEP 3:

25.5.3.1 Any disputed portion of the Claim, as identified by Contractor in writing, shall be submitted to nonbinding mediation, with the District and Contractor sharing the associated costs equally. The District and Contractor shall mutually agree to a mediator within ten (10) business days after the disputed portion of the Claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the Claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the Claim remaining in dispute shall be subject to applicable procedures outside this section.

25.5.3.1.1 For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

25.5.3.2 Unless otherwise agreed to by the District and Contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Public Contract Code section 20104.4 to mediate after litigation has been commenced.

25.5.4 STEP 4:

25.5.4.1 If mediation under this section does not resolve the parties’ dispute, the District may, but does not require arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program.

25.6 Subcontractor Pass-Through Claims

25.6.1 If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a District because privity of contract does not exist, the contractor may present to the District a Claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that Contractor present a Claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the Claim be presented to the District shall furnish reasonable documentation to support the Claim.

25.6.2 Within forty-five (45) days of receipt of this written request from a subcontractor, Contractor shall notify the subcontractor in writing as to whether the Contractor presented the Claim to the District and, if Contractor did not present the Claim, provide the subcontractor with a statement of the reasons for not having done so.

25.6.3 The Contractor shall bind all its Subcontractors to the provisions of this section and will hold the District harmless against Claims by Subcontractors.

25.7 Government Code Claim Act Claim

25.7.1 If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable Claim 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.

25.7.2 Contractor shall bear all costs incurred in the preparation, submission and administration of a Claim. Any claims presented in accordance with the Government Code must affirmatively indicate Contractor's prior compliance with the claims procedure herein of the claims asserted.

25.7.3 For purposes of those provisions, the running of the time within which a claim pursuant to Public Contract Code section 20104.2 only must be presented to the District shall be tolled from the time the claimant submits his or her written claim until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

25.8 Claim Resolution pursuant to Public Contract Code section 20104 et seq.

25.8.1 In the event of a disagreement 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 all claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between Contractor and District by those procedures set forth in Public Contract Code section 20104, et seq., to the extent applicable.

25.8.1.1 Contractor shall file with the District any written Claim, including the documents necessary to substantiate it, upon the application for final payment.

25.8.1.2 For claims of less than fifty thousand dollars (\$50,000), the District shall respond in writing within forty-five (45) days of receipt of the Claim or may request in writing within thirty (30) days of receipt of the Claim any additional documentation supporting the Claim or relating to defenses or claims the District may have against the Contractor.

25.8.1.2.1 If additional information is required, it shall be requested and provided by mutual agreement of the parties.

25.8.1.2.2 District's written response to the documented Claim shall be submitted to the Contractor within fifteen (15) days after receipt of the further documentation or within a period of time no greater than that taken by the Contractor to produce the additional information, whichever is greater.

25.8.1.3 For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the District shall respond in writing to all written Claims within sixty (60) days of receipt of the claim, or may request, in writing, within thirty (30) days of receipt of the Claim any additional documentation supporting the Claim or relating to defenses or claims the District may have against the Contractor.

25.8.1.3.1 If additional information is required, it shall be requested and provided upon mutual agreement of the District and the Contractor.

25.8.1.3.2 The District's written response to the Claim, as further documented, shall be submitted to the Contractor within thirty (30) days after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor to produce the additional information or requested documentation, whichever is greater.

25.8.1.4 If Contractor disputes the District's written response, or the District fails to respond within the time prescribed, Contractor may so notify the District, in writing, either within fifteen (15) days of receipt of the District's response or within fifteen (15) days of the District's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the District shall schedule a meet and confer conference within thirty (30) days for settlement of the dispute.

25.8.1.5 Following the meet and confer conference, if the Claim or any portion of it remains in dispute, the Contractor may file a claim 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 the Government Code. For purposes of those provisions the running of the time within which a claim must be filed shall be tolled from the time the Contractor submits its written Claim until the time the Claim is denied, including any period of time utilized by the meet and confer process.

25.8.1.6 For any civil action filed to resolve claims filed pursuant to this section, within sixty (60) days, but no earlier than thirty (30) days, following the filing of responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within fifteen (15) days by both parties of a disinterested third person as mediator, shall be commenced within thirty (30) days of the submittal, and shall be concluded within fifteen (15) days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

25.8.1.7 If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of the Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act of 1986, (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

25.8.1.8 The District shall not fail to pay money as to any portion of a Claim which is undisputed except as otherwise provided in the Contract Documents. In any suit filed pursuant to this section, the District shall pay interest due at the legal rate on any arbitration award or judgment. Interest shall begin to accrue on the date the suit is filed in a court of law.

25.8.2 Contractor shall bind its Subcontractors to the provisions of this Article and will hold the District harmless against disputes by Subcontractors.

25.9 Claim Procedure Compliance

25.9.1 Failure to submit and administer claims as required in Article 25 shall waive Contractor's right to claim on any specific issues not included in a timely submitted claim. Claim(s) not raised in a timely protest and timely claim submitted under this Article 25 may not be asserted in any subsequent litigation, Government Code Claim, or legal action.

25.9.2 District shall not be deemed to waive any provision under this Article 25, if at District's sole discretion, a claim is administered in a manner not in accord with this Article 25. Waivers or modifications of this Article 25 may only be made by a signed change order approved as to form by legal counsel for both District and Contractor; oral or implied modifications shall be ineffective.

25.10 Claim Resolution Non-Applicability

25.10.1 The procedures for dispute and claim resolutions set forth in this Article shall not apply to the following:

25.10.1.1 Personal injury, wrongful death or property damage claims;

25.10.1.2 Latent defect or breach of warranty or guarantee to repair;

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25.10.1.3 Stop payment notices;

25.10.1.4 District's rights set forth in the Article on Suspension and Termination;

25.10.1.5 Disputes arising out of labor compliance enforcement by the Department of Industrial Relations; or

25.10.1.6 District rights and obligations as a public entity set forth in applicable statutes; provided, however, that penalties imposed against a public entity by statutes, including, but not limited to, Public Contract Code sections 20104.50 and 7107, shall be subject to the Claim Resolution requirements provided in this Article.

25.11 Attorney's Fees

25.11.1 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.

26. STATE LABOR, WAGE & HOUR, APPRENTICE, AND RELATED PROVISIONS

26.1 Labor Compliance and Enforcement

Since this Project is subject to labor compliance and enforcement by the Department of Industrial Relations ("DIR"), Contractor specifically acknowledges and understands that it shall perform the Work of this Agreement while complying with all the applicable provisions of Division 2, Part 7, Chapter 1, of the Labor Code and Title 8 of the California Code of Regulations, including, without limitation, the requirement that the Contractor and all Subcontractors shall timely furnish complete and accurate electronic certified payroll records directly to the DIR. The District may not issue payment if this requirement is not met.

26.2 Wage Rates, Travel, and Subsistence

26.2.1 Pursuant to the provisions of Article 2 (commencing at section 1770), Chapter 1, Part 7, Division 2, of the Labor Code, the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which this public work is to be performed for each craft, classification, or type of worker needed to execute this Contract are on file at the District's principal office and copies will be made available to any interested party on request or available online at <http://www.dir.ca.gov/>. Contractor shall obtain and post a copy of these wage rates at the job site.

26.2.2 Holiday and overtime work, when permitted by law, shall be paid for at the general prevailing rate of per diem wages for holiday and overtime work on file with the Director of the Department of Industrial Relations, unless otherwise specified. The holidays upon which those rates shall be paid need not be specified by the District but shall be all holidays recognized in the applicable collective bargaining agreement. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code.

26.2.3 Contractor shall pay and shall cause to be paid each worker engaged in Work on the Project the general prevailing rate of per diem wages determined by the Director of the Department of Industrial Relations, regardless of any contractual relationship which may be alleged to exist between Contractor or any Subcontractor and such workers.

26.2.4 If during the period this bid is required to remain open, the Director of the Department of Industrial Relations determines that there has been a change in any prevailing rate of per diem wages in the locality in which the Work under the Contract is to be performed, such change shall not alter the wage rates in the Notice to Bidders or the Contract subsequently awarded.

26.2.5 Pursuant to Labor Code section 1775, Contractor shall, as a penalty to District, forfeit the statutory amount up to two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates, determined by the District and/or the Director, for the work or craft in which that worker is employed for any public work done under Contract by Contractor or by any Subcontractor under it. The difference between such prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by Contractor.

26.2.6 Any worker employed to perform Work on the Project, which Work is not covered by any classification listed in the general prevailing wage rate of per diem wages determined by the Director, shall be paid not less than the minimum rate of wages specified therein for the classification which most nearly corresponds to Work to be performed by him, and such minimum wage rate shall be retroactive to time of initial employment of such person in such classification.

26.2.7 Pursuant to Labor Code section 1773.1, per diem wages are deemed to include employer payments for health and welfare, pension, vacation, travel time, subsistence pay, and apprenticeship or other training programs authorized by Labor Code section 3093, and similar purposes.

26.2.8 Contractor shall post at appropriate conspicuous points on the Site of Project, a schedule showing all determined minimum wage rates and all authorized deductions, if any, from unpaid wages actually earned. In addition, Contractor shall post a sign-in log for all workers and visitors to the Site, a list of all subcontractors of any tier on the Site, and the required Equal Employment Opportunity poster(s).

26.3 Hours of Work

26.3.1 As provided in article 3 (commencing at section 1810), chapter 1, part 7, division 2, of the Labor Code, eight (8) hours of labor shall constitute a legal day's work. The time of service of any worker employed at any time by Contractor or by any Subcontractor on any subcontract under this Contract upon the Work or upon any part of the Work contemplated by this Contract shall be limited and restricted by Contractor to eight (8) hours per day, and forty (40) hours during any one week, except as hereinafter provided. Notwithstanding the provisions hereinabove set forth, Work performed by employees of Contractor in excess of eight (8) hours per

day and forty (40) hours during any one week, shall be permitted upon this public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half times the basic rate of pay.

26.3.2 Contractor shall keep and shall cause each Subcontractor to keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed by Contractor in connection with the Work or any part of the Work contemplated by this Contract. The record shall be kept open at all reasonable hours to the inspection of District and to the Division of Labor Standards Enforcement of the DIR.

26.3.3 Pursuant to Labor Code section 1813, Contractor shall as a penalty to the District forfeit the statutory amount (believed by the District to be currently twenty-five dollars (\$25)) for each worker employed in the execution of this Contract by Contractor or by any Subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of article 3 (commencing at section 1810), chapter 1, part 7, division 2, of the Labor Code.

26.3.4 Any Work necessary to be performed after regular working hours, or on Sundays or other holidays shall be performed without additional expense to the District.

26.4 Payroll Records

26.4.1 Contractor shall upload, and shall cause each Subcontractor performing any portion of the Work under this Contract to upload, an accurate and complete certified payroll record ("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 no less than every thirty (30) days while Work is being performed and within thirty (30) days after the final day of Work performed on the Project 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.

26.4.1.1 The CPRs enumerated hereunder shall be filed directly with the DIR on a weekly basis or to the requesting party, whether the District or DIR, within ten (10) days after receipt of each written request. The CPRs from the Contractor and each Subcontractor for each week shall be provided on or before Wednesday of the week following the week covered by the CPRs. District may not make any payment to Contractor until:

26.4.1.1.1 Contractor and/or its Subcontractor(s) provide CPRs acceptable to the DIR; and

26.4.1.1.2 Any delay in Contractor and/or its Subcontractor(s) providing CPRs to the DIR in a timely manner may directly delay Contractor's payment.

26.4.2 All CPRs shall be available for inspection at all reasonable hours at the principal office of Contractor on the following basis:

26.4.2.1 A certified copy of an employee's CPR shall be made available for inspection or furnished to the employee or his/her authorized representative on request.

26.4.2.2 CPRs shall be made available for inspection or furnished upon request to a representative of District, Division of Labor Standards Enforcement, Division of Apprenticeship Standards, and/or the DIR.

26.4.2.3 CPRs shall be made available upon request by the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through the District, Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested CPRs have not been provided pursuant to the provisions herein, the requesting party shall, prior to being provided the records, reimburse the costs of preparation by Contractor, Subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal office of Contractor.

26.4.3 Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by District, Division of Apprenticeship Standards, or Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of Contractor awarded Contract or performing Contract shall not be marked or obliterated.

26.4.4 Contractor shall inform District of the location of the records enumerated hereunder, including the street address, city, and county, and shall, within five (5) working days, provide a notice of change of location and address.

26.4.5 In the event of noncompliance with the requirements of this section, Contractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying in what respects Contractor must comply with this section. Should noncompliance still be evident after the ten (10) day period, Contractor shall, as a penalty to District, forfeit up to one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Labor Commissioner, these penalties shall be withheld from progress payments then due.

26.4.6 **[RESERVED]**

26.5 **[RESERVED]**

26.6 **Apprentices**

26.6.1 Contractor acknowledges and agrees that, if this Contract involves a dollar amount greater than, or a number of working days greater than that specified in

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Labor Code section 1777.5, then this Contract is governed by the provisions of Labor Code Section 1777.5. It shall be the responsibility of Contractor to ensure compliance with this Article and with Labor Code section 1777.5 for all apprenticeship occupations.

26.6.2 Apprentices of any crafts or trades may be employed and, when required by Labor Code section 1777.5, shall be employed provided they are properly registered in full compliance with the provisions of the Labor Code.

26.6.3 Every such apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he/she/they is employed, and shall be employed only at the work of the craft or trade to which he/she/they is registered.

26.6.4 Only apprentices, as defined in section 3077 of the Labor Code, who are in training under apprenticeship standards and written apprentice agreements under chapter 4 (commencing at section 3070), division 3, of the Labor Code, are eligible to be employed. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which he/she/they is training.

26.6.5 Pursuant to Labor Code section 1777.5, if that section applies to this Contract as indicated above, Contractor and any Subcontractors employing workers in any apprenticeable craft or trade in performing any Work under this Contract shall apply to the applicable joint apprenticeship committee for a certificate approving the Contractor or Subcontractor under the applicable apprenticeship standards and fixing the ratio of apprentices to journeymen employed in performing the Work.

26.6.6 Pursuant to Labor Code section 1777.5, if that section applies to this Contract as indicated above, Contractor and any Subcontractor may be required to make contributions to the apprenticeship program.

26.6.7 If Contractor or Subcontractor willfully fails to comply with Labor Code section 1777.5, then, upon a determination of noncompliance by the Administrator of Apprenticeship, it shall:

26.6.7.1 Be denied the right to bid on any subsequent project for one (1) year from the date of such determination;

26.6.7.2 Forfeit as a penalty to District the full amount as stated in Labor Code section 1777.7. Interpretation and enforcement of these provisions shall be in accordance with the rules and procedures of the California Apprenticeship Council and under the authority of the Chief of the Division of Apprenticeship Standards.

26.6.8 Contractor and all Subcontractors shall comply with Labor Code section 1777.6, which section forbids certain discriminatory practices in the employment of apprentices.

26.6.9 Contractor shall become fully acquainted with the law regarding apprentices prior to commencement of the Work. Special attention is directed to sections 1777.5, 1777.6, and 1777.7 of the Labor Code, and title 8, California Code

of Regulations, section 200 et seq. Questions may be directed to the State Division of Apprenticeship Standards, 455 Golden Gate Avenue, 9th floor, San Francisco, California 94102.

26.7 Non-Discrimination

26.7.1 Contractor herein agrees to comply with the provisions of the California Fair Employment and Housing Act as set forth in part 2.8 of division 3 of the California Government Code, commencing at section 12900; the Federal Civil Rights Act of 1964, as set forth in Public Law 88-352, and all amendments thereto; Executive Order 11246; and all administrative rules and regulations found to be applicable to Contractor and Subcontractor.

26.7.2 Special requirements for Federally Assisted Construction Contracts: During the performance of this Contract, Contractor agrees to incorporate in all subcontracts the provisions set forth in Chapter 60-1.4(b) of Title 41 published in Volume 33 No. 104 of the Federal Register dated May 28, 1968.

26.8 Labor First Aid

Contractor shall maintain emergency first aid treatment for Contractor's workers on the Project which complies with the Federal Occupational Safety and Health Act of 1970 (29 U.S.C. § 651 et seq.) and the California Occupational Safety and Health Act of 1973 (Lab. Code, § 6300 et seq.; 8 Cal. Code of Regs., § 330 et seq.).

27. [RESERVED]

28. MISCELLANEOUS

28.1 Assignment of Antitrust Actions

28.1.1 Section 7103.5(b) of the Public Contract Code states:

In entering into a public works contract or subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it 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, which assignment shall be made and become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgment by the parties.

28.1.2 Section 4552 of the Government Code states:

In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it 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, materials, or services by the bidder for sale to the purchasing

body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.

28.1.3 Section 4553 of the Government Code states:

If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery.

28.1.4 Section 4554 of the Government Code states:

Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action.

28.1.5 Under this Article, "public purchasing body" is District and "bidder" is Contractor.

28.2 **Excise Taxes**

If, under Federal Excise Tax Law, any transaction hereunder constitutes a sale on which a Federal Excise Tax is imposed and the sale is exempt from such Federal Excise Tax because it is a sale to a State or Local Government for its exclusive use, District, upon request, will execute documents necessary to show (1) that District is a political subdivision of the State for the purposes of such exemption, and (2) that the sale is for the exclusive use of District. No Federal Excise Tax for such materials shall be included in any Contract Price.

28.3 **Taxes**

Contract Price is to include any and all applicable sales taxes or other taxes that may be due in accordance with section 7051 et seq. of the Revenue and Taxation Code, Regulation 1521 of the State Board of Equalization or any other tax code that may be applicable.

28.4 **Shipments**

Contractor is responsible for any or all damage or loss to shipments until delivered and accepted on Site, as indicated in the Contract Documents. There must be no charge for containers, packing, unpacking, drayage, or insurance. The total Contract Price shall be all inclusive (including sales tax) and no additional costs of any type will be considered.

28.5 **Compliance with Government Reporting Requirements**

If this Contract is subject to federal or other governmental reporting requirements because of federal or other governmental financing in whole or in part for the Project of

which it is part, or for any other reason, Contactor shall comply with those reporting requirements at the request of the District at no additional cost.

END OF DOCUMENT

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SPECIAL CONDITIONS

THIS DOCUMENT MUST BE ADAPTED FOR EACH PROJECT – Delete any provision that is not applicable or if no change from the provision in the General Conditions.

*** THIS LIST OF SPECIAL CONDITION PROVISIONS IS FOR REFERENCE ONLY. REMOVE THIS PAGE BEFORE USING THIS DOCUMENT. ***

1. Preparation of Solicitation for Subsequent Contracts
2. Project Not Subject to DSA Oversight
3. Mitigation Measures
4. Occupied Sites
5. Badge Policy for Contractors
6. Substitution for Specified Items
7. Weather Days
8. Owner-Controlled or Wrap-Up Insurance Program
9. Insurance Policy Limits
10. Permits, Certificates, Licenses, Fees, Approval
11. Project Labor Agreement/Payroll Records
12. As-Builts and Record Drawings
13. Disabled Veteran Business Enterprises
14. Construction Manager
15. Program Manager
16. Federal Funds - Wages
17. Federal Funds – Debarment
18. Federal Funds – Byrd Anti-Lobbying
19. Federal Funds – Procurement of recovered materials
20. Federal Funds - Domestic preferences for procurements

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21. Preliminary Schedule of Values

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SPECIAL CONDITIONS

1. Preparation of Solicitation of Subsequent Contracts

Insert Section 6.1.9 in the General Conditions:

6.1.9 Contractor's duties and services under this Contract shall not include preparing or assisting the District with any portion of the District's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the District. The District shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this Project. Contractor's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Contractor shall cooperate with the District to ensure that all bidders for a subsequent contract on any subsequent phase of this Project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by Contractor pursuant to this Contract.

2. Project Not Subject to DSA Oversight

This Project is not subject to DSA Oversight or Requirements. Where applicable, "Authority Having Jurisdiction" or "AHJ" shall be substituted for DSA.

3. Mitigation Measures

Contractor shall comply with all applicable mitigation measures, if any, adopted by any public agency with respect to this Project pursuant to the California Environmental Quality Act. (Public Resources Code section 21000 *et seq.*)

4. Occupied Site

4.1 Access. Access to the school buildings and entry to buildings, classrooms, restrooms, mechanical rooms, electrical rooms, or other rooms, for construction purposes, must be coordinated with District and onsite District personnel before Work is to start. Unless agreed to otherwise in writing, only a school custodian will be allowed to unlock and lock doors in existing building(s). The custodian will be available only while school is in session. If a custodian is required to arrive before 7:00 a.m. or leave after 3:30 p.m. to accommodate Contractor's Work, the overtime wages for the custodian will be paid by the Contractor, unless at the discretion of the District, other arrangements are made in advance.

4.2 Keys. Upon request, the District may, at its own discretion, provide keys to the school site for the convenience of the Contractor. The Contractor agrees to pay all expenses to re-key the entire school site and all other affected District buildings if the keys are lost or stolen, or if any unauthorized party obtains a copy of the key or access to the school.

4.3 Maintaining Services. The Contractor is advised that Work is to be performed in spaces regularly scheduled for instruction. Interruption and/or periods of shutdown of public access, electrical service, water service, lighting, or other utilities shall be only as arranged in advance with the District. Contractor shall provide temporary services to all facilities interrupted by Contractor's Work.

4.4 Maintaining Utilities. The Contractor shall maintain in operation during duration of Contract, drainage lines, storm drains, sewers, water, gas, electrical, steam, and other utility service lines within working area.

4.5 Confidentiality. Contractor shall maintain the confidentiality of all information, documents, programs, procedures and all other items that Contractor encounters while performing the Work. This requirement shall be ongoing and shall survive the expiration or termination of this Contract and specifically includes, without limitation, all student, parent, and employee disciplinary information and health information.

4.6 Work during Instructional Time. By submitting its bid, Contractor acknowledges that the Project may overlap with ongoing instruction in existing facilities. If so, Contractor agrees to cooperate to the best of its ability to minimize any disruption to school operations and any use of school facilities by the public up to, and including, rescheduling specific work activities, at no additional cost to District. If Contractor cannot adequately minimize the disruption to District's satisfaction, District reserves the right to require that Contractor perform Work outside of school operation hours at no additional cost to District.

4.7 No Work during Student Testing. Contractor shall, at no additional cost to the District and at the District's request, coordinate its Work to not disturb District students including, without limitation, not performing any Work when students at the Site are taking State or Federally-required tests.

5. Badge Policy for Contractors

All Contractors doing work for the District will provide their workers with identification badges. These badges will be worn by all members of the Contractor's staff who are working in a District facility.

5.1 Badges must be filled out in full and contain the following information:

5.1.1 Name of Contractor

5.1.2 Name of Employee

5.1.3 Contractor's address and phone number

5.2 Badges are to be worn when the Contractor or his/her employees are on site and must be visible at all times. Contractors must inform their employees that they are required to allow District employees, the Architect, the Construction Manager, the Program Manager, or the Project Inspector to review the information on the badges upon request.

5.3 Continued failure to display identification badges as required by this policy may result in the individual being removed from the Project or assessment of fines against the Contractor.

6. Substitutions for Specified Items

Replace Section 1.7 in the General Conditions with the following provisions:

1.7.1 Whenever in the Specifications any materials, process, or article is indicated or specified by grade, patent, or proprietary name, or by name of manufacturer, that Specification shall be deemed to be followed by the words "or equal." Contractor may, unless otherwise stated, offer any material, process, or article that shall be substantially equal or better in every respect to that so indicated or specified.

1.7.1.1 If the material, process, or article offered by Contractor is not, in the opinion of the District, substantially equal or better in every respect to that specified, then Contractor shall furnish the material, process, or article specified in the Specifications without any additional compensation or change order.

1.7.1.2 This provision shall not be applicable with respect to any material, product, thing or service for which District made findings and gave notice in accordance with Public Contract Code section 3400(c); therefore, Contractor shall not be entitled to request a substitution with respect to those materials, products or services.

1.7.2 A request for a substitution shall be submitted as follows:

1.7.2.1 Contractor shall notify the District in writing of any request for a substitution at least ten (10) days prior to bid opening as indicated in the Instructions to Bidders.

1.7.2.2 Requests for Substitutions after award of the Contract shall be submitted within thirty-five (35) days of the date of the Notice of Award.

1.7.3 Within 35 days after the date of the Notice of Award, Contractor shall provide data substantiating a request for substitution of "an equal" item, including but not limited to the following:

1.7.3.1 All variations of the proposed substitute from the material specified including, but not limited to, principles of operation, materials, or construction finish, thickness or gauge of materials, dimensions, weight, and tolerances;

1.7.3.2 Available maintenance, repair or replacement services;

1.7.3.3 Increases or decreases in operating, maintenance, repair, replacement, and spare parts costs;

1.7.3.4 Whether or not acceptance of the substitute will require other changes in the Work (or in work performed by the District or others under Contract with the District); and

1.7.3.5 The time impact on any part of the Work resulting directly or indirectly from acceptance of the proposed substitute.

1.7.4 No substitutions shall be made until approved, in writing, by the District. The burden of proof as to equality of any material, process, or article shall rest with Contractor. The Contractor warrants that if substitutes are approved:

1.7.4.1 The proposed substitute is equal or superior in all respects to that specified, and that such proposed substitute is suitable and fit for the intended purpose and will perform adequately the function and achieve the results called for by the general design and the Contract Documents;

1.7.4.2 The Contractor provides the same warranties and guarantees for the substitute that would be provided for that specified;

1.7.4.3 The Contractor shall be fully responsible for the installation of the substitute and any changes in the Work required, either directly or indirectly, because of the acceptance of such substitute, with no increase in Contract Price or Contract Time. Incidental changes or extra component parts required to accommodate the substitute will be made by the Contractor without a change in the Contract Price or Contract Time;

1.7.4.4 The Contractor shall be responsible for any re-design costs occasioned by District's acceptance and/or approval of any substitute; and

1.7.4.5 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.

1.7.5 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.

1.7.6 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.

1.7.7 Contractor shall be responsible for any costs the District incurs for professional services, DSA fees, or delay to the Project Schedule, if applicable, while DSA reviews changes for the convenience of Contractor and/or to accommodate Contractor's means and methods. District may deduct those costs from any amounts owing to the Contractor for the review of the request for substitution, even if the request for substitution is not approved. District, at its sole discretion, shall deduct from the payments due to and/or invoice Contractor for all the professional services and/or DSA fees or delay to the Project Schedule, if applicable, while DSA reviews

changes for the convenience of Contractor and/or to accommodate Contractor's means and methods arising herein.

7. Weather Days

Replace Section 15.2.1.5 in the General Conditions with the following:

15.2.1.5 The number of days of Adverse Weather exceeds the following parameters:

January		July	
February		August	
March		September	
April		October	
May		November	
June		December	

8. Owner-Controlled or Wrap-Up Insurance Program

Contractor and all Subcontractors under the Contractor shall participate in and comply with the owner-controlled or wrap-up insurance program ("OCIP") as required by the District, OCIP Administrator, insurers, or designees, prior to the commencement of construction activities at the Project. In addition, Contractor shall procure and maintain, at its own expense, until completion and final acceptance of the Work at least the following insurance from insurance companies with an A.M. Best rating of no less than _____, except for those coverages provided by the OCIP as described in the OCIP Manual:

[Commercial General Liability]	Personal Injury Liability, Broad Form Property Damage including completed operations, and Explosion, Collapse and Underground Hazards	[E.G. \$5,000,000]
[Automobile Liability – Any Auto]	Bodily Injury and Property Damage	[E.G. \$5,000,000]
[Workers Compensation]		Statutory limits pursuant to State law
[Employers' Liability]		[E.G. \$1,000,000]

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9. Insurance Policy Limits

All of Contractor’s insurance shall be with insurance companies with an A.M. Best rating of no less than _____. The limits of insurance shall not be less than:

Commercial General Liability	Product Liability and Completed Operations, Fire Damage Liability – Split Limit	[E.G. CHOOSE ONE OF THREE OPTIONS: Option 1 - Low Risk Option: \$1,000,000 per occurrence; \$2,000,000 aggregate
		Option 2 - Intermediate Risk Option: \$2,000,000 per occurrence; \$4,000,000 aggregate
		Option 3 - High Risk Option: \$5,000,000 per occurrence; \$10,000,000 aggregate]
Automobile Liability – Any Auto	Combined Single Limit	[E.G. CHOOSE ONE OF TWO OPTIONS: Option 1 - Personal vehicles: \$500,000 Commercial vehicles: \$1,000,000
		Option 2 - Personal vehicles: \$100,000 per person/ \$300,000 per accident]
Workers’ Compensation		Statutory limits pursuant to State law
Employer’s Liability		[E.G. \$0]
Builder’s Risk (Course of Construction)		[E.G. \$0]
Pollution Liability		[E.G. \$0]

10. Permits, Certificates, Licenses, Fees, Approvals

10.1 Payment for Permits, Certificates, Licenses, Fees, and Approvals. As required in the General Conditions, the Contractor shall secure and pay for all permits, licenses,

approvals, and certificates necessary for the prosecution of the Work with the exception of the following:

With respect to the above-listed items, Contractor shall be responsible for securing such items; however, District will be responsible for payment of these charges or fees. Contractor shall notify the District of the amount due with respect to such items and to whom the amount is payable. Contractor shall provide the District with an invoice and receipt with respect to such charges or fees.

10.2 General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities

General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities does not apply to this Project.

11. Project Labor Agreement/Payroll Records

The District has entered into a Project Labor Agreement (“PLA”), which covers this Project.

Accordingly, the following provision is added as Section 26.4.6:

26.4.6 As Contractor and its subcontractors have agreed to be bound by the terms of the PLA entered into by the District [on or about / dated] _____, Contractor and its subcontractors may be excused from uploading CPRs 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 at <http://www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html> , or by using a more current application and URL. However, within ten (10) days of any request by the District or Labor Commissioner, Contractor and its subcontractors shall provide CPRs 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.

12. As-Builts and Record Drawings

12.1 When called for by Division 1, Contractor shall submit As-Built Drawings pursuant to the Contract Documents consisting of one set of computer-aided design and drafting (“CADD”) files in the following format _____, plus one set of As-Built Drawings in hard copy.

12.2 Contractor shall submit Record Drawings pursuant to the Contract Documents consisting of one set of computer-aided design and drafting (“CADD”) files in the following format _____, plus one set of Record Drawings in hard copy].

13. Disabled Veteran Business Enterprises

This Project uses or may plan to use funds allocated pursuant to the State of California School Facility Program (“Program”) for the construction and/or modernization of school

SAN RAFAEL CITY SCHOOLS

**SPECIAL CONDITIONS
VENETIA VALLEY TK-8 SCHOOL LANDSCAPE
RENOVATIONS
BID NO. 25-03
DOCUMENT 00 73 13 -9**

buildings. Therefore, Section 17076.11 of the Education Code requires the District to have a participation goal for disabled veteran business enterprises ("DVBE") of at least three percent (3%), per year, of the overall dollar amount expended each year by the District on projects that receive state funding. The Contractor must submit the Disabled Veteran Business Enterprise Participation Certification to the District with its executed Agreement, identifying the steps Contractor took to solicit DVBE participation in conjunction with this Contract.

14. Construction Manager

The District will use a Construction Manager on the Project that is the subject of this Contract. _____ is the Construction Manager for this Project.

15. Program Manager

_____ is the Program Manager designated for the Project that is the subject of this Contract.

16. Federal Funds - Wages

As this Project is funded in whole or in part by federal funds, Contractor and all Subcontractors are subject to civil or criminal prosecution for any violation of the federal False Claims Act set forth under section 1001 of title 18 and section 231 of title 31 of the United States Code.

The following provisions are added as Section 27 of the General Conditions:

27. FEDERAL LABOR, WAGE & HOUR, APPRENTICE, AND RELATED PROVISIONS

27.1 Minimum Wages

The Davis-Bacon Act and 29 CFR parts 1 through 7 shall apply if the Project is financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution.

27.1.1 All laborers and mechanics employed or working upon the Site of the Work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the Project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account, except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3) , the full amount of wages and bona fide fringe benefits, or cash equivalents thereof, due at time of payment computed at rates not less than those contained in the applicable wage determination of the Secretary of Labor regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of

this section, including but not limited to paragraph 27.1.7; also, regular contributions made or costs incurred for more than a weekly period, but not less often than quarterly, under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of Work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing Work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which Work is performed. The wage determination including any additional classification and wage rates conformed under this section, including but not limited to paragraph 27.1.6 and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its Subcontractors at the Site of the Work in a prominent and accessible place where it can be easily seen by the workers.

27.1.2 Any class of laborers or mechanics, including helpers, and which is to be employed under the Contract which is not listed in the wage determination shall be classified in conformance with the wage determination. An additional classification and wage rate and fringe benefits will not be approved unless when the following criteria have been met:

27.1.2.1 The Work to be performed by the classification requested is not performed by a classification in the wage determination; and

27.1.2.2 The classification is utilized in the area by the construction industry; and

27.1.2.3 The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

27.1.3 If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the District agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Contractor to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210.

27.1.4 In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the District do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contractor shall provide the questions, including the views of all interested parties and the recommendation of the District, to the District for the District's review and referral to the Administrator for determination.

27.1.5 The wage rate (including fringe benefits where appropriate) determined pursuant to this section, shall be paid to all workers performing Work in the classification under this Contract from the first day on which Work is performed in the classification.

27.1.6 Whenever the minimum wage rate prescribed in any applicable wage determination for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

27.1.7 If the Contractor does not make payments to a trustee or other third person, the Contractor may consider, as part of the wages of any laborer or mechanic, the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. If the Secretary of Labor so requires, the Contractor shall set aside in a separate account sufficient assets to meet obligations under the plan or program.

27.2 Withholding. District may, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this Contract or any other Federal contract with the same Contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any Subcontractor the full amount of wages required by the Contract. In the event of Contractor's or any Subcontractors' failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the Site of the Work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the Contract, the District may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as it deems necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

27.3 Payrolls and basic records.

27.3.1 Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the Work and preserved for a period of three years thereafter for all laborers and mechanics working at the Site of the Work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing

such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

27.3.2 The Contractor shall submit weekly for each week in which any Contract Work is performed a copy of all payrolls to the District. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information shall be submitted on a form acceptable to the District. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/whd/programs/dbra/wh347.htm> or its successor site.

Contractor is responsible for the submission of copies of payrolls by all Subcontractors. Contractor and Subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the District, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. Contractor may require a Subcontractor to provide addresses and social security numbers to the Contractor for its own records, without weekly submission to the District or other government agency

27.3.3 Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or Subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:

27.3.3.1 That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5,

27.3.3.2 That the appropriate information is being maintained under 29 CFR 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and

27.3.3.3 That such information is correct and complete;

27.3.3.4 That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and

27.3.3.5 That no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

27.3.3.6 That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of Work performed, as specified in the applicable wage determination incorporated into or applicable to the Contract.

27.3.3.7 The weekly submission of a properly executed certification in the form set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 27.3.3 of this section.

27.3.3.8 The falsification of any of the above certifications may subject the Contractor or one or more Subcontractors to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

27.3.3.9 The Contractor or Subcontractor shall make the records required under this section available for inspection, copying, or transcription by authorized representatives of the District or the federal Department of Labor, and shall permit representatives to interview employees during working hours on the job. If the Contractor or Subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

27.4 Apprentices and trainees

27.4.1 Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the Work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first ninety (90) days of probationary employment as an apprentice in an eligible apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job Site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of Work actually performed. In addition, any apprentice performing Work on the job Site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the Work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or Subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits

listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the Work performed until an acceptable program is approved.

27.4.2 Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to Work at less than the predetermined rate for the Work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job Site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of Work actually performed. In addition, any trainee performing Work on the job Site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the Work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the Work performed until an acceptable program is approved.

27.4.3 Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

27.5 Compliance with Copeland Act requirements. Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this Contract.

27.6 Subcontracts. The Contractor or Subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal agency may by appropriate instructions require, and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for the compliance by any Subcontractor or lower tier Subcontractor with all the Contract clauses in 29 CFR 5.5.

27.7 Contract termination: debarment. A breach of the Contract clauses in 29 CFR 5.5 may be grounds for termination of the Contract, and for debarment as a Contractor and a Subcontractor as provided in 29 CFR 5.12.

27.8 Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this Contract.

27.9 Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its Subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

27.10 Certification of eligibility.

27.10.1 By entering into this Contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

27.10.2 No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

27.10.3 Contractor shall be subject to the penalty for making false statements prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

27.11 Clauses Mandated by Contract Work Hours and Safety Standards Act.

As used in the following paragraphs, the terms laborers and mechanics include watchmen and guards.

27.11.1 Overtime requirements. No Contractor or Subcontractor contracting for any part of the Contract Work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such Work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

27.11.2 Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in the foregoing paragraph the Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the foregoing paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to Work in excess of

the standard workweek of forty hours without payment of the overtime wages required by the foregoing paragraph.

27.11.3 Withholding for unpaid wages and liquidated damages. The District may upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of Work performed by the Contractor or Subcontractor under the Contract or any other Federal contract with the same Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or Subcontractor for unpaid wages and liquidated damages as provided in the forgoing paragraph.

27.11.4 Subcontracts. The Contractor or Subcontractor shall insert in any subcontracts the foregoing paragraphs concerning "Overtime requirements" and "Violation; liability for unpaid wages; liquidated damages" and also a clause requiring each Subcontractor to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any Subcontractor or lower tier Subcontractor with the clauses set forth in paragraphs 27.11.1 through 27.11.4 of this section.

16. Federal Funds – Debarment

As this Project is funded in whole or in part by federal funds, the following provision is added as Section 6.1.5 of the General Conditions:

This Project uses or may plan to use federal funds. Consequently, Contractor is required to provide a signed "Federal Debarment" certification with its bid. This certification is required by the regulation implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 89, Section 98.510, Participants; responsibilities. The regulations were published as Part of VII of the May 26, 1988 Federal Register (pages 19160-19211).

17. Federal Funds – Byrd Anti-Lobbying

As this Project is funded in whole or in part by federal funds, the following provision is added as Section 6.1.7 of the General Conditions:

If the contract exceeds \$100,000, Contractor is required to provide a signed "Byrd Anti-Lobbying" certification with its bid ((31 U.S.C. 1352) (Appendix II to 2 CFR, Part 200)).

18. Federal Funds – Procurement of recovered materials

As this Project is funded in whole or in part by federal funds, the following provision is added as Section 6.13.5 of the General Conditions:

Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the

Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

19. Federal Funds - Domestic preferences for procurements

As this Project is funded in whole or in part by a federal grant made after November 12, 2020, the following provision is added as Section 1.8.10 of the General Conditions:

1.8.10 As appropriate and to the extent consistent with law, Contractor should, to the greatest extent practicable for the Project, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts and purchase orders for work or products for the Project.

1.8.10.1 "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

1.8.10.2 "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

20. Preliminary Schedule of Values

The preliminary schedule of values shall include, at a minimum, the following information and the following structure:

Replace Section 10.1.1.2.3 in the General Conditions with the following provisions:

10.1.1.2.3 The preliminary schedule of values shall not provide for values any greater than the following percentages of the Contract value:

10.1.1.2.3.1 Mobilization and layout combined to equal not more than **[2]**%;

10.1.1.2.3.2 Submittals, samples and shop drawings combined to equal not more than **[4]**%;

10.1.1.2.3.3 Bonds and insurance combined to equal not more than **[2.75]**%.

10.1.1.2.3.4 Closeout documentation shall have a value in the preliminary schedule of not less than **[5]**%.

SECTION 01 56 39 TEMPORARY TREE AND PLANT PROTECTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Furnish all labor, materials, equipment, facilities, transportation and services to complete tree protection and related work as shown on the drawings and/or specified herein.
- B. Description of Work:
 - 1. Protection of existing trees and vegetation to remain.
 - 2. Trimming of existing trees.
 - 3. Maintenance of existing trees during construction.
 - 4. Removal and re-installation of existing trees.
 - 5. Contractor shall retain the services of a certified arborist to perform routine visits and oversee the protection of the existing trees within the project area during demolition, construction and maintenance and to especially review and recommend treatment when roots are encountered and to perform routine maintenance during the construction phase.
- C. Traffic:
 - 1. Do not interfere with or close public ways without permission of the Owner's Representative.
 - 2. Do not interfere with adjacent private properties without permission of the Owner's Representative.
- D. Site Utilities:
 - 1. Advise utility companies of excavation activities before starting excavations.
 - 2. Locate and identify underground utilities passing through work area before starting work.
 - 3. In event unidentified underground utilities are encountered during work, advise utility owner immediately before proceeding. Add any new utility information to project record drawings for actual location.
 - 4. Protect all existing-to-remain utilities.
 - 5. Do not interrupt existing utilities without advance notice to and approval from the Owner's Representative.

1.3 SUBMITTALS

- A. Qualification Data: For qualified tree service firm.
- B. Existing Conditions: Submit documentation of existing trees and plantings indicated to remain and/or relocate, which establishes preconstruction conditions that might be misconstrued as damage caused by construction activities.
 - 1. Use sufficiently detailed photographs.
 - 2. Include plans and notations to indicate specific wounds and damage conditions of each tree or other plants designated to remain.
- C. Certification: From arborist, certifying that trees indicated to remain have been protected during construction according to recognized standards and that trees were promptly and properly treated and repaired when damaged.
- D. Written Maintenance Recommendations: From certified arborist, for care and protection of trees affected by construction during and after completing the Work and for removal and re-installation of existing trees.

1.4 QUALITY ASSURANCE

- A. Arborist Qualifications: Certified Arborist as certified by the International Society of Arboriculture (ISA) and having performed similar services for a minimum of five (5) years.
- B. Certified Arborist Written Recommendations: Contractor shall retain the services of a reputable Arborist certified by the International Society of Arboriculture (ISA) for review and prepare written recommendations for existing to remain shrubs and trees within the project area under the following circumstances. Contractor shall submit the written recommendations to the Owner's Representative for review. Contractor shall implement Arborist recommendations.
 - 1. Grading, excavation, trenching or any other similar work is required that may disturb roots of existing to remain trees over six (6) inches in diameter measured three (3) feet above finish grade.
 - 2. Pruning is required on branches more than two (2) inches in diameter for existing to remain trees over six (6) inches in diameter measured three (3) feet above finish grade.
 - 3. Damage to existing to remain tree(s) has occurred during construction to any part of the tree.
 - 4. Construction is required within ten (10) horizontal feet of a tree and/or shrub to remain, with a trunk diameter over six (6) inches in diameter measured three (3) feet above finish grade.

- C. Certified Arborist Over-sight: Certified Arborist shall perform site inspections, provide over-sight and written summary of visit to Owner's Representative prior to demolition and construction work within the dripline of existing to remain trees with a trunk diameter over six (6) inches in diameter measured three (3) feet above finish grade and provide routine maintenance as required to maintain healthy, viable trees throughout the construction process. Certified Arborist shall provide over-site for recommended pruning for branches two (2) inches and larger in size for existing to remain trees.
- D. Contractor shall be liable for the loss in value due to damaged trees and for repair costs resulting as determined by the Client. Due to the irreplaceable nature of many existing trees and vegetation, the liability to the General Contractor shall be set at \$1,500.00 minimum per tree. The Trunk Formula method for Northern California established by the International Society of Arboriculture will be used to compute the actual value. Other vegetation lost due to construction activity and/or neglect shall be replaced by General Contractor in kind with similar size, potted plant stock to match existing prior to construction.

1.5 PROJECT CONDITIONS

- A. The following practices are prohibited within protection zones:
 - 1. Storage of construction materials, debris, or excavated material.
 - 2. Parking vehicles or equipment.
 - 3. Foot traffic.
 - 4. Erection of sheds or structures.
 - 5. Impoundment of water.
 - 6. Excavation or other digging unless otherwise indicated.
 - 7. Attachment of signs to or wrapping materials around trees or plants unless otherwise indicated.
- B. Do not direct vehicle or equipment exhaust toward protection zones.
- C. Prohibit heat sources, flames, ignition sources, and smoking within or near protection zones and organic mulch.

1.6 Definitions

- A. Caliper: Caliper on young trees is taken six (6) inches above the soil level and measured by a diameter across the tree trunk. For a tree exceeding a four (4) inch caliper, the diameter measurement is then taken at twelve (12) inches above the soil level. For a mature tree, the caliper is taken at chest height, generally 4-1/2 to 5 feet above the soil level. The measurement is taken using a tree caliper, a utensil in the shape of an "F" with an adjustable cross arm to slide and rest up against the trunk to measure the precise distance of the trunk width.
- B. Plant-Protection Zone: Area surrounding individual trees, groups of trees, shrubs, or other vegetation to be protected during construction, and indicated on Drawings.

- C. Tree-Protection Zone: Area surrounding individual trees or groups of trees to be protected during construction, and defined by a circle concentric with each tree with a radius equal to the diameter of the drip line unless otherwise indicated.
- D. Vegetation: Trees, shrubs, groundcovers, grass, and other plants.

PART 2 - PRODUCTS

2.1 TREE PROTECTION PROTECTIVE FENCE

- A. Existing vegetation and/or trees to remain on the site shall be protected with a five (5) foot high orange plastic snow fence. Fence shall be mounted on two (2) inch diameter lodge pole posts driven into the ground every six (6) feet to a depth of at least two (2) feet. Fence shall be erected and installed around the perimeter dripline of each shrub, tree or groups of shrubs or trees to remain.
 - 1. Snow Fence: Orange, UV resistance, 3-inch thickness, 60 inches in height, oval mesh, extruded thermal plastic polymer, Tenax or equal, fence fabric.
 - 2. Lodgepole: Rough-sawn, sound, new hardwood, redwood, or pressure-preservative-treated Douglas Fir or lodgepole pine, free of knots, holes, cross grain, and other defects, two (2) inches in diameter by length required, and pointed at one end.
 - 3. Signage: Each tree fence shall have a prominently displayed 8.5 inch x 11 inch sign stating "Warning – Protection Zone".
- B. During planting and irrigation operations, protective fencing is not required beneath existing to remain trees and shrubs that fall within the newly landscaped and/or irrigation area.

2.2 TOPSOIL

- A. Natural or cultivated top layer of the soil profile or manufactured topsoil; containing organic matter and sand, silt, and clay particles; friable, pervious, and black or a darker shade of brown, gray, or red than underlying subsoil; reasonably free of subsoil, clay lumps, gravel, and other objects more than one (1) inch in diameter; and free of weeds, roots, and toxic and other non-soil materials.

2.3 ORGANIC MULCH

- A. Refer to specification section 32 90 00 "Planting" and match organic mulch material to use in non-bio-retention planting areas.

- B. If specification section 32 90 00 “Planting” is not issued as part of this project, provide the following mulch for non-bio-retention planting areas:
 - 1. Organic Mulch for non-bio-retention planting areas: Free from deleterious materials and suitable as a top dressing of trees and shrubs, consisting of untreated recycled wood chips from Wheeler Zamaroni Landscape Supply.
 - a. Address: 3500 Petaluma Hill Rd, Santa Rosa, CA 95404
 - b. Phone: (707) 543-8400
 - c. Website: <https://wzsupply.com/>
 - d. Email: sales@wzsupply.com

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Erosion and Sedimentation Control: Examine the site to verify that temporary erosion- and sedimentation-control measures are in place. Verify that flows of water redirected from construction areas or generated by construction activity do not enter or cross protection zones.
- B. Prior to demolition and construction, Certified Arborist shall review existing to remain trees and vegetation and prepare a written report(s) as required for the protection, treatment and maintenance of existing trees and vegetation throughout the phases of the Project.
- C. For the record, prepare written report, endorsed by arborist, listing conditions detrimental to tree and plant protection.

3.2 PREPARATION

- A. Inspections: Engage a qualified arborist to direct plant protection measures in the vicinity of trees, shrubs, and other vegetation indicated to remain, to over-see removal and re-installation of existing plant material and to prepare inspection reports.
- B. Locate and clearly identify trees, shrubs, and other vegetation to remain. Tie a 1-inch blue-vinyl tape around each tree trunk at 54 inches above the ground.
- C. Protect tree root systems from damage caused by runoff or spillage of noxious materials while mixing, placing, or storing construction materials. Protect root systems from ponding, eroding, or excessive wetting caused by dewatering operations.
- D. Tree-Protection Zones: Mulch areas inside tree-protection zones and other areas if indicated within Drawings.
 - 1. Apply 3-inch minimum thickness of organic mulch. Do not place mulch within 6 inches of tree trunks.

3.3 PROTECTIVE FENCE INSTALLATION

- A. Protection-Zone Fencing: Install protection-zone fencing along edges of protection zones before materials or equipment are brought on the site and construction operations begin. Install fencing in a manner that will prevent people from easily entering protected area except by entrance gates. Construct fencing so as not to obstruct safe passage or visibility at vehicle intersections where fencing is located adjacent to pedestrian walkways or in close proximity to street intersections, drives, or other vehicular circulation.
 - 1. Plastic Protection Zone Fencing: Neatly install protection zone plastic fabric by securing to posts with plastic bands or steel wires, a minimum of two per post, additionally if required to withstand typical construction activity.
 - 2. Posts: Set or drive posts into ground at least two (2) feet without concrete footings and no more than six (6) feet on center spacing. Where a post is located on existing paving or concrete to remain, provide appropriate means of post support acceptable to Owner's Representative.
 - 3. Access Gates: Install as necessary; adjust to operate smoothly, easily, and quietly, free of binding, warp, excessive deflection, distortion, nonalignment, misplacement, disruption, or malfunction, throughout entire operational range. Confirm that latches and locks engage accurately and securely without forcing or binding.

- B. Protection-Zone Signage: Install protection-zone signage in visibly prominent locations in a manner approved by Owner's Representative. Install one sign spaced approximately every 50 feet on protection-zone fencing, but no fewer than two signs with each facing a different direction.

- C. Maintain protection zones free of weeds and trash.

- D. Repair or replace trees, shrubs, and other vegetation indicated to remain or be relocated that are damaged by construction operations, in a manner approved by the Owner's Representative.

- E. Maintain protection-zone fencing and signage in good condition as acceptable to Owner's Representative and remove when construction operations are complete and equipment has been removed from the site.
 - 1. Do not remove protection-zone fencing, even temporarily, to allow deliveries or equipment access through the protection zone.
 - 2. Temporary access is permitted subject to preapproval in writing by arborist if a root buffer effective against soil compaction is constructed as directed by arborist. Maintain root buffer so long as access is permitted.
 - 3. Temporary access is permitted for landscape irrigation and planting operations.

3.4 ARBORIST SUPERVISION

- A. For construction within ten (10) horizontal feet of a tree and/or shrub to remain, with a trunk diameter of twelve (12) inches or larger measured three (3) feet above original finish grade, Contractor shall retain the services of a reputable Arborist certified by the International Society of Arboriculture (ISA) to review the tree(s) and/or shrubs(s), the work to be performed and provide written recommendations to minimize the impact on existing trees and/or shrubs to remain. Submit recommendations to Owner's Representative for review.
- B. Contractor shall implement Arborist recommendations.
- C. Contractor shall consult Arborist for further recommendations if tree(s) and/or shrub(s) appear in failing health until final completion and acceptance of landscape work.

3.5 EXCAVATION

- A. General: Excavation and trenching shall be performed at a minimum, in accordance with these specifications and per Drawings and Details and in accordance with recommendations from project Arborist retained by Contractor.
- B. Trenching near Trees: Where utility trenches are required within protection zones, hand excavate under or around tree roots or tunnel under the roots by drilling, auger boring, or pipe jacking. Do not cut main lateral tree roots or taproots; cut only smaller roots that interfere with installation of utilities. Cut roots as required for root pruning.
- C. Redirect roots in backfill areas where possible. If encountering large, main lateral roots, expose roots beyond excavation limits as required to bend and redirect them without breaking. If encountered immediately adjacent to location of new construction and redirection is not practical, cut roots approximately 3 inches (75 mm) back from new construction and as required for root pruning.
- D. Do not allow exposed roots to dry out before placing permanent backfill. Provide temporary earth cover or pack with peat moss and wrap with burlap. Water and maintain in a moist condition. Temporarily support and protect roots from damage until they are permanently relocated and covered with soil.

3.6 REGRADING

- A. Lowering Grade: Where new finish grade is indicated below existing grade around trees, slope grade beyond the protection zone. Maintain existing grades within the protection zone.

- B. Lowering Grade within Protection Zone: Where new finish grade is indicated below existing grade around trees, slope grade away from trees as recommended by arborist unless otherwise indicated.
 - 1. Root Pruning: Prune tree roots exposed by lowering the grade. Do not cut main lateral roots or taproots; cut only smaller roots. Cut roots as required for root pruning.
- C. Raising Grade: Where new finish grade is indicated above existing grade around trees, slope grade beyond the protection zone. Maintain existing grades within the protection zone.
- D. Minor Fill within Protection Zone: Where existing grade is 2 inches or less below elevation of finish grade, fill with topsoil

3.7 ROOT PRUNING

- A. Prune roots that are affected by temporary and permanent construction. Prune roots as follows:
 - 1. Cut roots manually by digging a trench and cutting exposed roots with sharp pruning instruments; do not break, tear, chop, or slant the cuts. Do not use a backhoe or other equipment that rips, tears, or pulls roots.
 - 2. Cut Ends: Coat cut ends of roots more than 1-1/2 inches in diameter with an emulsified asphalt or other coating formulated for use on damaged plant tissues and that is acceptable to arborist.
 - 3. Temporarily support and protect roots from damage until they are permanently redirected and covered with soil.
 - 4. Cover exposed roots with burlap and water regularly.
 - 5. Backfill as soon as possible.
- B. Root Pruning at Edge of Protection Zone: Prune roots flush with the edge of the protection zone, by cleanly cutting all roots to the depth of the required excavation.
- C. Root Pruning within Protection Zone: Avoid cutting trenches within shrub and/or tree protection zone. If trenching is unavoidable, cut trenches with an air spade tool to expose roots without cutting them. Roots encountered smaller than two (2) inches in diameter may be cut, not torn for removal. Cleanly cut roots as close as possible to excavation. Roots larger than two (2) inches in diameter shall remain.

3.8 CANOPY PRUNING

- A. General Pruning Procedures:
 - 1. Prune trees according to ANSI A300 (Part 1).
 - 2. Cut branches with sharp pruning instruments; do not break or chop.
 - 3. Do not apply pruning paint to wounds.

- B. Pruning Goals (Prune as follows and under the direction of Certified Arborist):
1. Prune trees to remain to compensate for root loss caused by construction damage. Provide subsequent maintenance during landscape irrigation and planting maintenance period and until “final completion” as recommended by Certified Arborist.
 2. Prune to remove dead wood, promote proper structure, thin and open canopy, and for general health for the specific tree species.
 3. Prune for clearance from structures, pathways and driveways and streets and for a balanced canopy.
- C. Shrubs, Vines, and Ground Covers:
1. Prune, thin, and shape shrubs according to standard horticultural practices.
 2. Prune to remove injured or dead branches from shrubs.
 3. Cleaning: Chip removed branches and dispose of off-site.

3.9 IRRIGATION

- A. Irrigate existing vegetation and/or trees to remain and those relocated during hot and/or dry periods and as required to maintain material in a healthy, vigorous condition.

3.10 REMOVE AND RE-INSTALL EXISTING TREES

- A. Plant material noted on Drawing to be transplanted shall be carefully removed from planting area and planted in new location indicated on Planting Plan. Removal shall consist of digging around the dripline of each plant to be transplanted and to the depth where roots are present. Plant and rootball shall be carefully moved to new planting pit.
- B. Re-install transplanted plant material to location indicated on Drawing as follows:
1. Excavate circular pits with sides sloped inward. Trim base leaving center area raised slightly to support root ball and assist in drainage. Do not further disturb base. Scarify sides of plant pit smeared or smoothed during excavation. Excavate approximately planting pit sizes twice the width of the planting pot and equal to the depth of the planting pot.
 2. Carefully install root ball without damaging root ball or plant.
 3. Set rootball onto compacted native soil so the rootball sits one (1) inch above adjacent finish grade.
 4. Amend backfill soil per tree planting detail and landscape planting specifications.
 5. Place planting soil around root ball in layers, tamping to settle mix and eliminate voids and air pockets. When pit is approximately one-half backfilled, water thoroughly before placing remainder of backfill. Repeat watering until no more water is absorbed. Water again after placing and tamping final layer of planting soil.
 6. Stake tree(s) per tree planting detail.

3.11 REPAIR AND REPLACEMENT

- A. General: Repair or replace trees, shrubs, and other vegetation indicated to remain or be relocated that are damaged by construction operations, in a manner approved by the Owner's Representative.
 - 1. Submit details of proposed root cutting and tree and shrub repairs.
 - 2. Have arborist perform the root cutting, branch pruning, and damage repair of trees and shrubs.
 - 3. Treat damaged trunks, limbs, and roots according to arborist's written instructions.
 - 4. Perform repairs within 24 hours.
 - 5. Replace vegetation that cannot be repaired and restored to full-growth status, as determined by the Owner's Representative.

- B. Trees: Remove and replace trees indicated to remain that are more than 25 percent dead or in an unhealthy condition before the end of the maintenance period or are damaged during construction operations that the Owner's Representative determines are incapable of restoring to normal growth pattern.
 - 1. Provide new trees of same size and species as those being replaced for each tree that measures three (3) inches or smaller in caliper size.
 - 2. Provide new trees of 48" box size and species as those being replaced for each tree that measures greater than three (3) inches. In addition, the liability to the General Contractor shall be set at \$1,500.00 minimum per tree. The Trunk Formula method for Northern California established by the International Society of Arboriculture must be used to compute the actual value.
 - 3. Plant and maintain new trees as specified in Section 32 90 00 "Planting."

- C. Soil Aeration: Where directed by the Owner's Representative, aerate surface soil compacted during construction. Aerate 10 feet beyond drip line and no closer than 36 inches to tree trunk. Drill two (2) inch diameter holes a minimum of 12 inches (300 mm) deep at 24 inches o.c. Backfill holes with an equal mix of augured soil and sand.

3.12 REMOVAL OF EXISTING TREES:

- A. Contractor shall remove and demolish from the site trees and vegetation indicated on the Drawings. Additional trees and vegetation conflicting with work require written approval by Owner or Architect.

- B. Tree removal shall include branches, leaves, roots, stumps and stump grindings to a minimum depth of 18" below proposed subgrade. Exact depth shall be determined in accordance with and as required for building and hardscape work included under this contract.

- C. Contractor shall fill depressions caused by tree removal with topsoil or site soil.

- D. Properly dispose of any vegetation debris in a legal and acceptable manner off project/site property.

3.13 MAINTENANCE OF EXISTING SHRUBS AND/OR TREES DURING CONSTRUCTION

- A. Irrigate existing shrubs and/or trees to remain and those relocated during hot and/or dry periods and as required to maintain material in a healthy, vigorous condition.
- B. Do not store equipment, materials or vehicles beneath existing to remain trees.
- C. Contractor shall exercise caution when working around tree canopies to ensure branches are not torn or broken, bark is not damaged and canopy remains intact.
- D. Protect tree and/or shrub root systems from damage caused by runoff or spillage of noxious materials while mixing, placing or storing construction materials. Protect root system from ponding, eroding or excessive wetting caused by dewatering operations.
- E. Monitor existing to remain trees and/or shrubs to remain for pests and diseases and signs of distress. Retain the services of a Certified Arborist to review and remedy signs of distress, pests and/or disease.
- F. Maintain protective fencing at original location in vertical, undamaged condition until all contractors and subcontractors are complete.
- G. The project Certified Arborist shall be notified of any damage that occurs to a protected tree during construction and proper treatment shall be administered as recommended by the Certified Arborist.

**END OF SECTION 01 56 39
(Revised 1/30/2025)**

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SECTION 05 52 00 METAL RAILINGS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Steel pipe and tube railings.
- B. Related Sections include the following:
 - 1. Specification Section 32 13 13.1 Concrete Work (Landscape)

1.3 PERFORMANCE REQUIREMENTS

- A. Railings & Handrails: CBC Section 11B-505
 - 1. Top of gripping surfaces of handrails shall be 34" minimum and 38" maximum vertically above walking surfaces, stair nosings and ramp surfaces. Handrails shall be at a consistent above such surfaces.
 - 2. Clearance between handrail gripping surfaces and adjacent surfaces shall be 1 1/2" minimum. Handrail may be located in a recess if the recess is 3" maximum deep and 18" minimum clear above the top of the handrail.
 - 3. Handrail gripping surfaces shall be continuous along their length and shall not be obstructed along their tops or sides. The bottoms of handrail gripping surfaces shall not be obstructed for more than 20% of their length. Where provided, horizontal projections shall occur 1 1/2" minimum below the bottom of the handrail gripping surfaces.
 - 4. Handrail gripping surfaces with a circular cross section shall have an outside diameter of 1-1/4 inches (32 mm) minimum and 2 inches (51 mm) maximum per CBC 11B-505.7.1.
 - 5. Handrail gripping surfaces with a non-circular cross section shall have a perimeter dimension of 4" (102 mm) minimum and 6-1/4" (159 mm) maximum, and a cross-section dimension of 2-1/4" (57 mm) maximum per CBC 11B-505.7.2.
 - 6. Handrail gripping surfaces and any surfaces adjacent to them shall be free of sharp or abrasive elements and shall have round edges.
 - 7. Handrails shall not rotate within their fittings.
 - 8. Handrail gripping surfaces shall extend beyond and in the same direction of stair flights and ramp runs in accordance with CBC Section 11B-505.10. Such extensions are not required for continuous handrails at the inside turn of switchback or dogleg stairs and ramps.

9. A 2" minimum high curb or barrier shall be provided to prevent the passage of a 4" diameter sphere rolling off the sides of a ramp surface. Such a curb or a barrier shall be continuous and uninterrupted along the length of a ramp. CBC Section 11B-405.9.2.
10. The orientation of at least one handrail shall be in the direction of the stair run, perpendicular to the direction of the stair nosing, and shall not reduce the minimum required width of the stair nosing, and shall not reduce the minimum required width of the stair. CBC Section 11B-505.2.1.

B. Thermal Movements: Provide exterior railings that allow for thermal movements resulting from the following maximum change (range) in ambient and surface temperatures by preventing buckling, opening of joints, overstressing of components, failure of connections, and other detrimental effects. Base engineering calculation on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.

1. Temperature Change (Range): 120 deg F, ambient; 180 deg F, material surfaces.

C. Control of Corrosion: Prevent galvanic action and other forms of corrosion by insulating metals and other materials from direct contact with incompatible materials.

D. Structural Performance: Provide railing and handrail assemblies which, when installed, comply with the following minimum requirements for structural performance, unless otherwise indicated.

1. Handrail and Toprails: Capable of withstanding the following loads applied as indicated.
 - a. Uniform load of 50 lbs. per lineal ft. applied simultaneously in both vertical and horizontal directions.

1.4 SUBMITTALS

A. Product Data: For the following:

1. Manufacturer's product lines of mechanically connected railings.
2. Grout, anchoring cement, and paint products.

B. Shop Drawings: Include plans, elevations, sections, details, and attachments to other work.

1. For installed products indicated to comply with design loads, include structural analysis data signed and sealed by the qualified professional engineer responsible for their preparation.

C. Samples for Initial Selection: For products involving selection of color, texture, or design, including mechanical finishes on stainless steel.

- D. Samples for Verification: For each type of exposed finish required.
 - 1. Sections of each distinctly different linear railing member, including handrails, top rails, posts, and balusters.
 - 2. Fittings and brackets.
 - 3. Assembled Sample of railing system, made from full-size components, including top rail, post, handrail, and infill. Sample need not be full height.
 - a. Show method of finishing, connecting members at intersections.
- E. Mill Certificates: Signed by manufacturers of stainless-steel products certifying that products furnished comply with requirements.
- F. Welding certificates.
- G. Qualification Data: For professional engineer.
- H. Product Test Reports: Based on evaluation of comprehensive tests performed by a qualified testing agency, according to ASTM E 894 and ASTM E 935.

1.5 QUALITY ASSURANCE

- A. Comply with 2022 California Building Code (CBC):
 - 1. CBC 10 – CBC Chapter 10, Means of Egress.
 - 2. CBC 11B – CBC Chapter 11B, Accessibility to Public Buildings, Public Accommodations, Commercial Facilities and Publicly Funded Housing.
 - 3. CBC 16A – CBC Chapter 16A, Structural Design.
 - 4. CBC 22A – CBC Chapter 22A, Steel.

1.6 PROJECT CONDITIONS

- A. Field Measurements: Verify actual locations of walls and other construction contiguous with railings by field measurements before fabrication and indicate measurements on Shop Drawings.
 - 1. Provide allowance for trimming and fitting at site.

1.7 COORDINATION AND SCHEDULING

- A. Coordinate installation of anchorages for railings. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.
- B. Schedule installation so wall attachments are made only to completed walls. Do not support railings temporarily by any means that do not satisfy structural performance requirements.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. Steel Pipe and Tube Railings:
 - a. Pisor Industries, Inc.
 - b. Sharpe Products.
 - c. Wagner, R & B, Inc.; a division of the Wagner Companies.

2.2 METALS, GENERAL

- A. Metal Surfaces, General: Provide materials with smooth surfaces, without seam marks, roller marks, rolled trade names, stains, discolorations, or blemishes.
- B. Brackets, Flanges, and Anchors: Cast or formed metal of same type of material and finish as supported rails, unless otherwise indicated.

2.3 STEEL AND IRON

- A. Tubing: ASTM A 500 (cold formed) or ASTM A 513, Type 5 (mandrel drawn).
- B. Pipe: ASTM A 53/A 53M, Type F or Type S, Grade A, Standard Weight (Schedule 40), unless another grade and weight are required by structural loads.
- C. Plates, Shapes, and Bars: ASTM A 36/A 36M.
- D. Castings: Either gray or malleable iron, unless otherwise indicated.
 - 1. Gray Iron: ASTM A 48/A 48M, Class 30, unless another class is indicated or required by structural loads.
 - 2. Malleable Iron: ASTM A 47/A 47M.

2.4 FASTENERS

- A. General: Provide the following:
 - 1. Steel Railings: Plated steel fasteners complying with ASTM B 633, Class Fe/Zn 25 for electrodeposited zinc coating.
- B. Fasteners for Anchoring Railings to Other Construction: Select fasteners of type, grade, and class required to produce connections suitable for anchoring railings to other types of construction indicated and capable of withstanding design loads.

- C. Fasteners for Interconnecting Railing Components:
 - 1. Provide concealed fasteners for interconnecting railing components and for attaching them to other work, unless exposed fasteners are unavoidable or are the standard fastening method for railings indicated.
 - 2. Provide tamper-resistant or square or hex socket flat-head machine screws for exposed fasteners, unless otherwise indicated.
- D. Anchors: Provide cast-in-place or torque-controlled expansion anchors, fabricated from corrosion-resistant materials with capability to sustain, without failure, a load equal to six times the load imposed when installed in unit masonry and equal to four times the load imposed when installed in concrete, as determined by testing per ASTM E 488 conducted by a qualified independent testing agency.

2.5 MISCELLANEOUS MATERIALS

- A. Welding Rods and Bare Electrodes: Select according to AWS specifications for metal alloy welded.
 - 1. For aluminum railings, provide type and alloy as recommended by producer of metal to be welded and as required for color match, strength, and compatibility in fabricated items.
- B. Shop Primers: Provide primers that comply with Division 9 Section "High-Performance Coatings."
- C. Universal Shop Primer: Fast-curing, lead- and chromate-free, universal modified-alkyd primer complying with MPI#79.
 - 1. Use primer with a VOC content of 420 g/L (3.5 lb/gal.) or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
- D. Shop Primer for Galvanized Steel: Zinc-dust, zinc-oxide primer formulated for priming zinc-coated steel and for compatibility with finish paint systems indicated, and complying with SSPC-Paint 5.
- E. Galvanizing Repair Paint: High-zinc-dust-content paint for regalvanizing welds in steel, complying with SSPC-Paint 20.
- F. Bituminous Paint: Cold-applied asphalt emulsion complying with ASTM D 1187.
- G. Nonshrink, Nonmetallic Grout: Factory-packaged, nonstaining, noncorrosive, nongaseous grout complying with ASTM C 1107. Provide grout specifically recommended by manufacturer for interior and exterior applications.

- H. Anchoring Cement: Factory-packaged, nonshrink, nonstaining, hydraulic-controlled expansion cement formulation for mixing with water at Project site to create pourable anchoring, patching, and grouting compound.
 - 1. Water-Resistant Product: At exterior locations and where indicated provide formulation that is resistant to erosion from water exposure without needing protection by a sealer or waterproof coating and that is recommended by manufacturer for exterior use.

2.6 FABRICATION

- A. General: Fabricate railings to comply with requirements indicated for design, dimensions, member sizes and spacing, details, finish, and anchorage, but not less than that required to support structural loads.
- B. Assemble railings in the shop to greatest extent possible to minimize field splicing and assembly. Disassemble units only as necessary for shipping and handling limitations. Clearly mark units for reassembly and coordinated installation. Use connections that maintain structural value of joined pieces.
- C. Cut, drill, and punch metals cleanly and accurately. Remove burrs and ease edges to a radius of approximately 1/32 inch, unless otherwise indicated. Remove sharp or rough areas on exposed surfaces.
- D. Form work true to line and level with accurate angles and surfaces.
- E. Fabricate connections that will be exposed to weather in a manner to exclude water. Provide weep holes where water may accumulate.
- F. Cut, reinforce, drill, and tap as indicated to receive finish hardware, screws, and similar items.
- G. Connections: Fabricate railings with welded connections, unless otherwise indicated.
- H. Welded Connections: Cope components at connections to provide close fit, or use fittings designed for this purpose. Weld all around at connections, including at fittings.
 - 1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
 - 2. Obtain fusion without undercut or overlap.
 - 3. Remove flux immediately.
 - 4. At exposed connections, finish exposed surfaces smooth and blended so no roughness shows after finishing and welded surface matches contours of adjoining surfaces.

- I. Welded Connections for Aluminum Pipe: Fabricate railings to interconnect members with concealed internal welds that eliminate surface grinding, using manufacturer's standard system of sleeve and socket fittings.
- J. Nonwelded Connections: Connect members with concealed mechanical fasteners and fittings. Fabricate members and fittings to produce flush, smooth, rigid, hairline joints.
- K. Form changes in direction as follows:
 - 1. By flush bends or by inserting prefabricated flush-elbow fittings.
- L. Form simple and compound curves by bending members in jigs to produce uniform curvature for each repetitive configuration required; maintain cross section of member throughout entire bend without buckling, twisting, cracking, or otherwise deforming exposed surfaces of components.
- M. Close exposed ends of railing members with prefabricated end fittings.
- N. Provide wall returns at ends of wall-mounted handrails, unless otherwise indicated. Close ends of returns unless clearance between end of rail and wall is 1/4 inch or less.
- O. Brackets, Flanges, Fittings, and Anchors: Provide wall brackets, flanges, miscellaneous fittings, and anchors to interconnect railing members to other work, unless otherwise indicated.
 - 1. At brackets and fittings fastened to plaster or gypsum board partitions, provide fillers made from crush-resistant material, or other means to transfer wall loads through wall finishes to structural supports and prevent bracket or fitting rotation and crushing of substrate.
- P. Provide inserts and other anchorage devices for connecting railings to concrete or masonry work. Fabricate anchorage devices capable of withstanding loads imposed by railings. Coordinate anchorage devices with supporting structure.
- Q. For railing posts set in concrete, provide steel sleeves not less than 6 inches long with inside dimensions not less than 1/2 inch greater than outside dimensions of post, with steel plate forming bottom closure.

- R. For removable railing posts, fabricate slip-fit sockets from steel tube or pipe whose ID is sized for a close fit with posts; limit movement of post without lateral load, measured at top, to not more than one-fortieth of post height. Provide socket covers designed and fabricated to resist being dislodged.
 - 1. Provide chain with eye, snap hook, and staple across gaps formed by removable railing sections at locations indicated. Fabricate from same metal as railings.

2.7 FINISHES, GENERAL

- A. Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.
- B. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.
- C. Appearance of Finished Work: Variations in appearance of abutting or adjacent pieces are acceptable if they are within one-half of the range of approved Samples. Noticeable variations in the same piece are not acceptable. Variations in appearance of other components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.
- D. Provide exposed fasteners with finish matching appearance, including color and texture, of railings.

2.8 STEEL AND IRON FINISHES

- A. Galvanized Railings:
 - 1. Hot-dip galvanize indicated steel and iron railings, including hardware, after fabrication.
 - 2. Comply with ASTM A 123/A 123M for hot-dip galvanized railings.
 - 3. Comply with ASTM A 153/A 153M for hot-dip galvanized hardware.
- B. Fill vent and drain holes that will be exposed in the finished Work, unless indicated to remain as weep holes, by plugging with zinc solder and filing off smooth.
- C. For galvanized railings, provide hot-dip galvanized fittings, brackets, fasteners, sleeves, and other ferrous components.
- D. For nongalvanized steel railings, provide nongalvanized ferrous-metal fittings, brackets, fasteners, and sleeves, except galvanize anchors to be embedded in exterior concrete or masonry.

- E. Preparation for Shop Priming: After galvanizing, thoroughly clean railings of grease, dirt, oil, flux, and other foreign matter, and treat with metallic-phosphate process.
- F. Preparation for Shop Priming: Prepare uncoated ferrous-metal surfaces to comply with minimum requirements indicated below for SSPC surface preparation specifications and environmental exposure conditions of installed railings:
 - 1. Exterior Railings (SSPC Zone 1B): SSPC-SP 6/NACE No. 3, "Commercial Blast Cleaning."
- G. Apply shop primer to prepared surfaces of railings, unless otherwise indicated. Comply with requirements in SSPC-PA 1, "Paint Application Specification No. 1: Shop, Field, and Maintenance Painting of Steel," for shop painting. Primer need not be applied to surfaces to be embedded in concrete or masonry.
 - 1. Do not apply primer to galvanized surfaces.
 - 2. Stripe paint corners, crevices, bolts, welds, and sharp edges.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine plaster and gypsum board assemblies, where reinforced to receive anchors, to verify that locations of concealed reinforcements have been clearly marked for Installer. Locate reinforcements and mark locations if not already done.

3.2 INSTALLATION, GENERAL

- A. Fit exposed connections together to form tight, hairline joints.
- B. Perform cutting, drilling, and fitting required for installing railings. Set railings accurately in location, alignment, and elevation; measured from established lines and levels and free of rack.
 - 1. Do not weld, cut, or abrade surfaces of railing components that have been coated or finished after fabrication and that are intended for field connection by mechanical or other means without further cutting or fitting.
 - 2. Set posts plumb within a tolerance of 1/16 inch in 3 feet.
 - 3. Align rails so variations from level for horizontal members and variations from parallel with rake of steps and ramps for sloping members do not exceed 1/4 inch in 12 feet.
- C. Corrosion Protection: Coat concealed surfaces of aluminum that will be in contact with grout, concrete, masonry, wood, or dissimilar metals, with a heavy coat of bituminous paint.
- D. Adjust railings before anchoring to ensure matching alignment at abutting joints.

- E. Fastening to In-Place Construction: Use anchorage devices and fasteners where necessary for securing railings and for properly transferring loads to in-place construction.

3.3 RAILING CONNECTIONS

- A. Nonwelded Connections: Use mechanical joints for permanently connecting railing components. Use wood blocks and padding to prevent damage to railing members and fittings. Seal recessed holes of exposed locking screws using plastic cement filler colored to match finish of railings.
- B. Welded Connections: Use fully welded joints for permanently connecting railing components. Comply with requirements for welded connections in Part 2 "Fabrication" Article whether welding is performed in the shop or in the field.
- C. Expansion Joints: Install expansion joints at locations indicated but not farther apart than required to accommodate thermal movement. Provide slip-joint internal sleeve extending 2 inches beyond joint on either side, fasten internal sleeve securely to 1 side, and locate joint within 6 inches of post.

3.4 ANCHORING POSTS

- A. Use steel pipe sleeves preset and anchored into concrete for installing posts. After posts have been inserted into sleeves, fill annular space between post and sleeve with nonshrink, nonmetallic grout or anchoring cement, mixed and placed to comply with anchoring material manufacturer's written instructions.
- B. Leave anchorage joint exposed; wipe off surplus anchoring material; and leave 1/8-inch buildup, sloped away from post.
- C. Anchor posts to metal surfaces with oval flanges, angle type, or floor type as required by conditions, connected to posts and to metal supporting members as follows:
 - 1. For aluminum pipe railings, attach posts using fittings designed and engineered for this purpose.
 - 2. For stainless-steel pipe railings, weld flanges to post and bolt to supporting surfaces.
 - 3. For steel pipe railings, weld flanges to post and bolt to metal supporting surfaces.
- D. Install removable railing sections, where indicated, in slip-fit metal sockets cast in concrete.

3.5 ANCHORING RAILING ENDS

- A. Anchor railing ends to concrete and masonry with round flanges connected to railing ends and anchored to wall construction with anchors and bolts.
- B. Anchor railing ends to metal surfaces with flanges bolted to metal surfaces and welded to railing ends or connected to railing ends using nonwelded connections.

3.6 ATTACHING HANDRAILS TO WALLS

- A. Attach handrails to wall with wall brackets. Provide brackets with 1-1/2-inch clearance from inside face of handrail and finished wall surface.
 - 1. Use type of bracket with predrilled hole for exposed bolt anchorage.
- B. Locate brackets as indicated or, if not indicated, at spacing required to support structural loads.
- C. Secure wall brackets to building construction as follows:
 - 1. For concrete and solid masonry anchorage, use drilled-in expansion shields and hanger.
 - 2. For wood stud partitions, use hanger or lag bolts set into wood backing between studs. Coordinate with carpentry work to locate backing members.
 - 3. For steel-framed gypsum board and/or plaster partitions, fasten brackets directly to concealed steel reinforcements using self-tapping screws of size and type required to support structural loads.

3.7 ADJUSTING AND CLEANING

- A. Clean aluminum and stainless steel by washing thoroughly with clean water and soap and rinsing with clean water.
- B. Touchup Painting: Cleaning and touchup painting of field welds, bolted connections, and abraded areas of shop paint are specified in Division 9 painting Sections.
- C. Galvanized Surfaces: Clean field welds, bolted connections, and abraded areas and repair galvanizing to comply with ASTM A 780.

3.8 PROTECTION

- A. Protect finishes of railings from damage during construction period with temporary protective coverings approved by railing manufacturer. Remove protective coverings at time of Substantial Completion.

- B. Restore finishes damaged during installation and construction period so no evidence remains of correction work. Return items that cannot be refinished in the field to the shop; make required alterations and refinish entire unit, or provide new units.

END OF SECTION 05 52 00
(Revised 1/30/2025)

SECTION 32 11 23 - AGGREGATE BASE COURSE

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes aggregate base course.

- B. Related Sections:
 - 1. Section 31 22 13 Rough Grading.
 - 2. Section 31 23 23.13 - Backfill.
 - 3. Section 31 23 16.13 - Trenching.
 - 4. Section 32 13 13.1 – Concrete Work (Landscape)

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Class II Permeable Aggregate Base per Caltrans Standard Specifications, or Local Municipality.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Section 01 30 00 - Administrative Requirements: Coordination and project conditions.

- B. Verify substrate has been inspected, gradients and elevations are correct, and is dry.

3.2 PREPARATION

- A. Correct irregularities in substrate gradient and elevation by scarifying, reshaping, and re compacting.

- B. Do not place fill on soft, muddy, or frozen surfaces.

3.3 AGGREGATE PLACEMENT

- A. Place aggregate in maximum 6-inch layers and compact to specified density.

- B. Level and contour surfaces to elevations and gradients indicated.

- C. Add small quantities of fine aggregate to coarse aggregate as appropriate to assist compaction.

- D. Add water to assist compaction. If excess water is apparent, remove aggregate and aerate to reduce moisture content.
- E. Use mechanical tamping equipment in areas inaccessible to compaction equipment.

3.4 TOLERANCES

- A. Section 01 40 00 - Quality Requirements: Tolerances.
- B. Flatness: Maximum variation of 1/4 inch measured with 10-foot straight edge.
- C. Scheduled Compacted Thickness: Within 1/4 inch.
- D. Variation From Design Elevation: Within 1/2 inch.

3.5 FIELD QUALITY CONTROL

- A. Section 01 40 00 Quality Requirements: Testing and inspection services.
- B. Compaction testing will be performed in accordance with ASTM D1557.
- C. If tests indicate Work does not meet specified requirements, remove Work, replace and retest at no cost to owner.

END OF SECTION 31 11 23

(Revised 1/30/2025)

SECTION 32 12 16 ASPHALT PAVING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-1 Specification sections, apply to work of this section.

1.2 DESCRIPTION OF WORK:

- A. Extent of asphalt concrete paving work is shown on drawings.

1.3 SUBMITTALS:

- A. Material Certificates: Provide copies of materials certificates signed by material producer and Contractor, certifying that each material item complies with, or exceeds, specified requirements.

1.4 SITE CONDITIONS:

- A. Weather Limitations: Apply prime and tack coats when ambient temperature is above 50 deg F (10 deg C), and when temperature has not been below 35 deg F (1 deg C) for 12 hours immediately prior to application. Do not apply when base is wet or contains an excess of moisture.
- B. Construct asphalt concrete surface course when atmospheric temperature is above 40 deg F (4 deg C), and when base is dry. Base course may be placed when air temperature is above 30 deg F (-1 deg C) and rising.
- C. Grade Control: Establish and maintain required lines and elevations.

PART 2 - PRODUCTS

2.1 MATERIALS:

- A. General: Use locally available materials and gradations which exhibit a satisfactory record of previous installations.
- B. Asphalt Paving Playground:
 - 1. Base Course Aggregate: Refer to Aggregate Base Courses, specification section 32 11 23 for base course aggregates.
 - 2. Surface Course Aggregate: 3/8" maximum crushed stone, crushed gravel, crushed slag, and sharp-edged natural sand.

3. Herbicide Treatment: Ronstar-G.
4. Asphalt Cement: Comply with AASHTO M 226 (ASTM D 3381) for viscosity-graded material and AASHTO M 20 (ASTM D 946) for penetration-graded material.
5. Prime Coat: Cut-back asphalt type; AASHTO M 82 (ASTM D 2027) MC-30, MC-70 or MC-250.
6. Tack Coat: Emulsified asphalt, AASHTO M 140 (ASTM D 997) or M 208 (D 2397); SS-1, SS-1h, CSS-1 or CSS-1h, diluted with one part water to one part emulsified asphalt.
7. Slurry Seal: Overkote Asphalt Pavement Coating manufactured by Reed & Graham, Inc. (408) 287-1400 conforming to the following:
 - a. Residue at 300 to 400 degrees F 55-65
 - b. Dehydration, 96 hours at 100 degrees F 0.6 min
 - c. Solubility of residue in C₂HCL 15-20
 - d. Loss on ignition of insoluble residue % 16 max
 - e. Cone penetration at 77 degrees F dmm 400-700
8. Game Line Paint: White, unless noted otherwise on the plans, water based, 100% acrylic, lead free striping and marking materials manufactured for permanent, exterior game line marking.
9. Redwood Headerboard: Construction heart redwood. Size per detail.

2.2 ASPHALT-AGGREGATE MIXTURE:

- A. Provide asphalt-aggregate mixture in accordance with Section 39, State of California "Standard Specifications", Latest Edition.

PART 3 - EXECUTION

3.1 SURFACE PREPARATION:

- A. Remove loose material from compacted subbase surface immediately before applying herbicide treatment or prime coat.
- B. Proof roll prepared subbase surface to check for unstable areas and areas requiring additional compaction.
- C. Notify Contractor of unsatisfactory conditions. Do not begin paving work until deficient subbase areas have been corrected and are ready to receive paving.
- D. Herbicide Treatment: Apply chemical weed control agent in strict compliance with manufacturer's recommended dosages and application instructions. Apply to compacted, dry subbase prior to application of prime coat.

- E. Base Course Aggregate: Refer to Aggregate Base Courses, specification section 32 11 23 for base course aggregate installation.
- F. Prime Coat: Apply at rate of 0.20 to 0.50 gal. per sq. yd., over compacted aggregate base. Apply material to penetrate and seal, but not flood, surface. Cure and dry as long as necessary to attain penetration and evaporation of volatile.
- G. Tack Coat: Apply to contact surfaces of previously constructed asphalt or Portland cement concrete and surfaces abutting or projecting into asphalt concrete pavement. Distribute at rate of 0.05 to 0.15 gal. per square yard of surface. Allow to dry until at proper condition to receive paving.
- H. Exercise care in applying bituminous materials to avoid smearing of adjoining concrete surfaces. Remove and clean damaged surfaces.
- I. Rigid Edging:
 - 1. Asphalt Paving Playground Redwood Headerboard: Install wood headers or edgings where indicated on Drawings and where edge of asphalt paving does not abut a firm, vertical edge. Anchor with wood stakes, spaced per detail, driven at least one (1) inch below top elevation of header or edging. Use two (2) galvanized nails per stake to fasten headers and edging; length as needed to penetrate both members and provide 1/2-inch clinch at point. Pre-drill stakes if needed to avoid splitting.
 - 2. Asphalt Paving Vehicular: Refer to Civil Drawings.

3.2 PLACING MIX:

- A. General: Place asphalt concrete mixture on prepared surface, spread and strike off. Spread mixture at minimum temperature of 225 deg F (107 deg C). Place inaccessible and small areas by hand. Place each course to required grade, cross-section, and compacted thickness.
- B. Paver Placing: Place in strips not less than 10' wide, unless otherwise acceptable to Architect. After first strip has been placed and rolled, place succeeding strips and extend rolling to overlap previous strips. Complete base course for a section before placing surface course.
- C. Joints: Make joints between old and new pavements, or between successive days' work, to ensure continuous bond between adjoining work. Construct joints to have same texture, density and smoothness as other sections of asphalt concrete course. Clean contact surfaces and apply tack coat.
- D. Asphalt paving shall be installed in lifts not exceeding two (2) inches in thickness per lift.

3.3 ROLLING:

- A. General: Begin rolling when mixture will bear roller weight without excessive displacement.
- B. Compact mixture with hot hand tampers or vibrating plate compactors in areas inaccessible to rollers.
- C. Breakdown Rolling: Accomplish breakdown or initial rolling immediately following rolling of joints and outside edge. Check surface after breakdown rolling, and repair displaced areas by loosening and filling, if required, with hot material.
- D. Second Rolling: Follow breakdown as soon as possible, while mixture is still hot. Continue second rolling until mixture has been thoroughly compacted.
- E. Finish Rolling: Perform finish rolling while mixture is still warm enough for removal of roller marks. Continue rolling until roller marks are eliminated and course has attained maximum density.
- F. Patching: Remove and replace paving areas mixed with foreign materials and defective areas. Cut-out such areas and fill with fresh, hot asphalt concrete. Compact by rolling to maximum surface density and smoothness.
- G. Protection: After final rolling, do not permit vehicular or pedestrian traffic on pavement until it has cooled and hardened.
- H. Erect barricades to protect paving from traffic until mixture has cooled enough not to become marked.
- I. Slurry Seal: Apply slurry seal per manufacturer recommendations.
 - 1. Apply to a clean, smooth, and uniform surface.
 - 2. Apply when the ambient conditions are 50°F and rising with no precipitation or freezing temperatures in forecast for 24 hours.
 - 3. Substrate temperature must be 50°F and rising.
 - 4. Keep traffic off coating until it is completely dry.
 - 5. Spray with a texture sprayer or can be applied by squeegee.
 - 6. Apply (2) coats at a rate of 1 gallon per 100 square feet of surface area for both coats.
 - 7. Apply second coat as soon as the first coat is dry enough to walk on.

3.4 GAME LINE PAINT AND PARKING STRIPING:

- A. Game Line Paint:

1. Cleaning: Sweep and clean surface to eliminate loose material and dust.
2. Color: White, unless noted otherwise on drawings and details.
3. Do not apply game line paint until layout and placement has been verified with Architect.
4. Apply paint with mechanical equipment to produce uniform straight edges. Apply in 2 coats at manufacturer's recommended rates.

B. Parking Striping: Refer to Civil Drawings.

3.5 FIELD QUALITY CONTROL:

- A. General: Test in-place asphalt concrete courses for compliance with requirements for thickness and surface smoothness. Repair or remove and replace unacceptable paving as directed by Architect.
- B. Thickness: In-place compacted thickness will not be acceptable if exceeding following allowable variation from required thickness:
- C. Base Course: $3/8$ ", plus or minus.
- D. Surface Course: $1/4$ ", plus or minus.
- E. Surface Smoothness: Test finished surface of each asphalt concrete course for smoothness, using 10' straightedge applied parallel with, and at right angles to centerline of paved area. Surfaces will not be acceptable if exceeding the following tolerances for smoothness.
 1. Base Course Surface: $1/4$ ".
 2. Wearing Course Surface: $3/16$ ".
 3. Check surface areas at intervals as directed by Owner's Representative.

END OF SECTION 32 12 16.1
(Revised 2/16/2025)

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SECTION 32 12 36 SLURRY SEAL EXISTING ASPHALT PAVING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions – Division 0 Specification Sections, apply to this Section.

1.2 DESCRIPTION OF WORK:

- A. Extent of asphalt slurry work is shown on drawings.

1.3 SUBMITTALS:

- A. Material Certificates: Provide copies of materials certificates signed by material producer and Contractor, certifying that each material item complies with, or exceeds, specified requirements.

1.4 SITE CONDITIONS:

- A. Weather Limitations: Do not apply when base is wet or contains an excess of moisture.

PART 2 - PRODUCTS

2.1 MATERIALS:

A. General:

1. Use locally available materials and gradations which exhibit a satisfactory record of previous installations.
2. OverKote products are available through Reed & Graham, Inc. (408) 287-1400.

B. OverKote Asphalt Pavement Coating: as manufactured by Reed & Graham, Inc. or approved equal. conforming to the following:

- | | |
|--|-------------|
| a. Residue at 300 to 400 degrees F | 55-65 |
| b. Dehydration, 96 hours at 100 degrees F | 0.6 min |
| c. Solubility of residue in C ₂ HCL | 15-20 |
| d. Loss on ignition of insoluble residue % | 16 max |
| e. Cone penetration at 77 degrees F | dmm 400-700 |

C. OverKote Crackfiller I: as manufactured by Reed & Graham, Inc. or approved equal for 1/8" to 1/4" width and smaller cracks.

- D. OverKote Crackfiller II: as manufactured by Reed & Graham, Inc. or approved equal for 1/4" to 1/2" width cracks.
- E. OverKote Oil Spot Sealer: as manufactured by Reed & Graham, Inc. or approved equal.
- F. 30 Mesh Sand.
- G. Game Line Paint: White, unless noted otherwise on the plans, water based, 100% acrylic, lead free striping and marking materials manufactured for permanent, exterior game line marking.

PART 3 - EXECUTION

3.1 CRACK FILLING AND SURFACE PREPARATION:

- A. Cracks 1/8" or larger shall be cleaned and filled to a level surface with OverKote Crackfiller I for up to 1/4" and OverKote Crackfiller II for up to 1/2". A "V" shaped squeegee is recommended for this application. Mix and apply per manufacturer recommendations.
- B. All areas to be sealed shall be thoroughly cleaned. Dirt, loose pieces and other obstructions in joints or cracks shall be removed with an air jet and/or pressurized water.
- C. Excessive oil spots shall be removed with a scraper, stiff brush and detergent. OverKote Oil Spot Sealer shall be applied to prepared oil spots.
- D. In exceptionally hot weather, dampen the surface with water. Remove any excess water to leave the surface only slightly damp.

3.2 SLURRY SEAL APPLICATION – OverKote Asphalt Paving Coating

- A. Prior to bidding, consult manufacturer for recommendations on mix and number of applications required to result in a smooth and uniform surface for this application. A minimum of two applications shall be required, more if necessary.
- B. Depending on the surface, one or more applications may be required at the rate of 25 to 35 gallons per 1,000 square feet of surface area. The surface shall be smooth and uniform upon completion. For excessively rough areas, add 2 to 3 pounds of 30 mesh sand per gallon of OverKote Sealer. Additional sand may be added per custom specification request.

- C. Apply OverKote slurry seal to surface course in accordance with manufacturer recommendations. Spread immediately by machine, squeegee, stiff plastic bristle or soft hair push broom. Spread poured parallel lines by pulling material at an angle toward operator. Tools shall be wet before using. Repeat as necessary to spread sealer uniformly, eliminating all laps and ridges. Apply 2nd coat as soon as first coat is dry.
- D. A second application shall be made after first coat has dried to the touch. When sand is added to the first seal coat, two additional coats without extra sand shall be applied.
- E. Protect from trespass until sealed area is dry.
- F. Allow slurry seal to dry before permitting traffic or striping.

3.3 GAME LINE PAINT AND PARKING STRIPING:

- A. Game Line Paint:
 - 1. Cleaning: Sweep and clean surface to eliminate loose material and dust.
 - 2. Color: White, unless noted otherwise on drawings and details.
 - 3. Do not apply game line paint until layout and placement has been verified with Architect.
 - 4. Apply paint with mechanical equipment to produce uniform straight edges. Apply in 2 coats at manufacturer's recommended rates.
- B. Parking Striping: Refer to Civil Drawings.

3.4 FIELD QUALITY CONTROL:

- A. Contractor shall obtain approval of surface preparation from Owner's Representative prior to application of slurry seal.
- B. Contractor shall obtain approval of slurry seal application finish surfaces from Owner's Representative prior to completion and prior to striping.

END OF SECTION 32 12 36
(Revised 2/16/2025)

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SECTION 32 13 13 CONCRETE WORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-1 Specification sections, apply to work of this section.
- B. All grading, earthwork, excavations, backfills, compaction, and other grading operations shall be accomplished in accordance with the soils report (which shall be part of the Contract Documents). Contractor shall be responsible for securing a copy of the soils report. The project soils engineer shall be present during all grading operations. The soils engineer shall direct samples to be submitted and tests to be taken. Contractor shall cooperate with the requirements of the soils engineer.
- C. Specification Division 31, Earthwork, Soils and Earthwork, Rough Grading, and Excavation and Fill.
- D. Specification 32 11 23 Aggregate Base Course.

1.2 DESCRIPTION OF WORK:

- A. The extent of concrete work is shown on the landscape architectural drawings and details and shall include, but is not limited to, pedestrian concrete walkways, steps, ramps, curbs, mowbands, footings and walls.

1.3 QUALITY ASSURANCE:

- A. Codes and Standards: Comply with provisions of following codes, specifications and standards, except where more stringent requirements are shown or specified:
 - 1. Concrete Reinforcing Steel Institute, "Manual of Standard Practice".
 - 2. ACI 318 Building Code Requirements for Structural Concrete.
 - 3. ASTM C150, for Type I, Type II or Type III Portland cement concrete.
 - 4. Chapter 19A, 2022 C.B.C.
- B. Certification: Weighmaster Certificate
- C. Duties of the Inspector: The inspector shall notify the Architect, Structural Engineer and the Division of State Architect at least 48 hours in advance of the first pour of concrete and sufficiently in advance of subsequent pours. Comply with Section 4-333.1 and Chapter 7, Part I, Title 24, California Code of Regulations (CCR).

D. Installer Qualifications:

1. Experience: The concrete installing firm shall have contracted for and successfully completed construction of a minimum of five (5) California public school district construction projects, approved by the Division of the State Architect (DSA), within the past five (5) years of similar size, complexity, budget and scope.
2. Licensure: The concrete installation firm shall hold a current, active C8 "Concrete Contractor" license classification by the California State License Board that has been consistently active for at least five (5) years and that has not been suspended or revoked.
3. Supervision: The concrete installing firm shall have a qualified and experienced concrete technician on site during concrete installation.

1.4 SUBMITTALS:

- A. Shop Drawings Reinforcement: Submit shop drawings for fabrication, bending, and placement of concrete reinforcement. Comply with ACI 315 "Manual of Standard Practice for Detailing Reinforced Concrete Structures" showing bar schedules, stirrup spacing, diagrams of bent bars, arrangement of concrete reinforcement. Include special reinforcement required and openings through concrete structures.
- B. Design Mixes Submittal: Submit written reports of design mixes to the Architect of each proposed mix for each class of concrete within thirty-five (35) days after the issuance of the "Notice to Proceed", but no later than ten (10) days prior to the first scheduled concrete pour. Do not begin concrete production until all design mixes have been reviewed by the Architect and independent testing facility.
 1. Separate submittal data shall be submitted for each mixture for the following:
 - a. Concrete Paving – Pedestrian, steps, curbs, walls, footings and concrete base at resilient surfacing
- C. Submittal Checklist:
 1. Installer qualifications.
 2. Reinforcement shop drawings.
 3. Design mixes.
 4. Aggregate Base rock.
 5. Expansion joint material.
 6. Joint filler.
 7. Sealant.

PART 2 - PRODUCTS

2.1 FORM MATERIALS:

- A. Forms for Exposed Finish Concrete: Unless otherwise indicated, construct formwork for exposed concrete surfaces with plywood, metal, metal-framed plywood faced or other acceptable panel-type materials, to provide continuous, straight, smooth, exposed surfaces. Furnish in largest practicable sizes to minimize number of joints and to conform to joint system shown on drawings. Provide form material with sufficient thickness to withstand pressure of newly-placed concrete without bow or deflection.
- B. Forms for Unexposed Finish Concrete: Form concrete surfaces which will be unexposed in finished structure with plywood, lumber, metal or other acceptable material. Provide lumber dressed on at least 2 edges and one side for tight fit.
- C. Form Coatings: Provide commercial formulation form-coating compounds that will not bond with, stain nor adversely affect concrete surfaces, and will not impair subsequent treatments.
- D. Expansion Joint for flatwork that does not have a stamp pattern: Asphalt impregnated felt fiber expansion material, one half inch (1/2") thick by full depth of concrete, in compliance with ASTM D1751.
- E. Expansion Joint for poured-in-place walls: Asphalt impregnated felt fiber expansion material, one half inch (1/2") thick by full depth of concrete, in compliance with ASTM D1751.

2.2 REINFORCING MATERIALS:

- A. Reinforcing Bars (Rebar): ASTM A 615, Grade 60, deformed, except #3 and smaller may be Grade 40. Test in accordance with Section 1903A and 1910A.2, 2022 C.B.C.
- B. Supports for Reinforcement: Provide supports for reinforcement including bolsters, chairs, spacers and other devices for spacing, supporting and fastening reinforcing bars and welded wire fabric in place.

2.3 CONCRETE MATERIALS:

- A. Portland Cement: ASTM C 150, Type V, conforming to ACI 318-19 and test in accordance with Section 1903A, 2022 C.B.C.

- B. Fly Ash or other pozzolan can be used as a partial substitute for ASTM 150 Portland cement as follows:
1. Fly Ash conforming to ASTM C618, Class F, the maximum Loss on Ignition (LOI) shall be less than 3%. Class C is not permitted.
 2. Slag, Ground Granulated Blast Furnace Slag Cement (GGBFS) shall conform to ASTM C989 or AASHTO M 302 Grade 100 or 120.
 3. Silica Fume: ASTM C1240, Standard Specification for Silica Fume used in cementitious mixtures.
 4. High-Reactivity Metakaolin (HRM): ASTM C618, aluminosilicate pozzolan.
- C. Normal Weight Aggregates: Shall be #57 aggregate, uniformly graded and in compliance with ASTM C 33.
1. Maximum aggregate size: 100% passing 1" sieve for footings, walls, steps, curbs and exterior walkways.
 2. Class: Negligible weathering region, but not less than 1N.
 3. Aggregate shall be certified by testing to be "innocuous" with respect to alkali silica reactivity, or shall be certified by the supplier based on service records in accordance with ASTM C33 Appendix X1.
- D. Water: Water used in mixing concrete shall be clean and free from injurious amounts of oils, acids, alkalis, salts, organic materials or other substances that may be deleterious to concrete or reinforcement and shall be tested and verified through ASTM C1602.
- E. Admixtures: Admixtures certified by manufacturer to contain not more than 0.1 percent water-soluble chloride ions by mass of cementitious material and to be compatible with other admixtures and cementitious materials. Do not use admixtures containing calcium chloride.
1. Air-Entraining Admixture: ASTM C 260.
 2. Water-Reducing Admixture: ANSI/ASTM C 494, Type A, and contain not more than 1% chloride ions.
 3. High-Range, Water-Reducing Admixture: ASTM C 494, Type F
 4. Water-Reducing and Accelerating Admixture: ASTM C 494, Type E
 5. Water-Reducing and Retarding Admixture: ASTM C 494, Type D
- F. Crushed Aggregate Base Rock: Shall be coarse aggregate for regular weight concrete. Aggregate shall be hard, durable, uncoated, graded, cleaned and screened crushed rock or gravel conforming to current requirements of ASTM C33. Crusher-run stone or bank-run gravel will not be permitted.

- G. Liquid Membrane-Forming Curing Compound: Liquid type membrane-forming curing compound complying with ASTM C-309, Type I, Class A unless other type acceptable to Architect. Comply with Volatile Organic Compounds (VOC) content limits, as required by Air Pollution Control Regulations on Architectural Coatings (less than 350 g/l).
- H. Curing Methods:
1. Moist Curing: continuous misting, sprinkling or ponding.
 2. Moisture-retaining cover curing: After wetting the concrete surface, cover with wet-curing blanket. Lay blanket in accordance with manufacturer's instructions, over-lapping edges and extending edges twelve (12) inches beyond area of concrete to be cured. Remove air pockets. Repair any holes or tears that occur using sheeting material and waterproof tape.
 3. Compound curing: Apply specified curing compound as soon as final finishing operations are complete. Use as recommended by the manufacturer's written instructions.
- I. Color Materials:
1. Liquid lamp black shall be default color for concrete flatwork not specified on drawings as "Natural" or "Colored". Add one pint of liquid lamp black per cubic yard of concrete flatwork.
 2. Concrete specified as "Natural" shall have no color added. Unless specified otherwise on Drawings, concrete curbs, steps, and walls to be "Natural."
- J. Concrete Colors and Patterns:
1. Type I – Lamp Black with asphalt impregnated felt fiber expansion material.

2.4 PROPORTIONING AND DESIGN OF MIXES:

- A. Prepare design mixes for each type and strength of concrete. Use an independent testing facility acceptable to Architect for preparing and reporting proposed mix designs. The testing facility shall not be the same as used for field quality control testing unless otherwise acceptable to Architect.
- B. Comply with ACI 318-19 section 26.4.3.
- C. Submit written reports to Architect of each proposed mix for each class of concrete at least 10 days prior to the first scheduled concrete pour. Do not begin concrete production until mixes have been reviewed by Architect.

- D. Design mixes to provide normal weight concrete with the following properties:
1. Concrete Paving – Pedestrian, steps, curbs, walls, footings and concrete base at resilient surfacing:
 - a. 3,000 psi 28-day compressive strength
 - b. 0.60, maximum, water to cement (W/C) ratio
 - c. Minimum cementitious content shall be 470 pounds, minimum, per cubic yard.
 - d. Aggregate to be 1” maximum.
 - e. 28-day shrinkage, SEAONC Method: 0.050 maximum.
- E. Adjustment to Concrete Mixes: Mix design adjustments may be requested by Contractor when characteristics of materials, job conditions, weather, test results, or other circumstances warrant; at no additional cost to Owner and as accepted by Architect. Laboratory test data for revised mix design and strength results must be submitted to and accepted by Architect before using in work.
- F. Admixtures: Use only as indicated by approved design mix.
- G. Color Additive for concrete not specified as “colored”: add one pint of liquid lamp black per cubic yard of all exterior Concrete Paving – Pedestrian and Concrete Paving - Vehicular. Steps, Curbs, Walls and Footings shall not include lamp black in the design mix.
- H. Slump Limits: Proportion and design mixes to result in concrete slump at point of placement as follows:
1. All concrete: Shall be four (4) inches, plus or minus one (1) inch.

2.5 CONCRETE MIXES:

- A. Ready-Mix Concrete: Comply with ASTM C94. Measure, batch and mix concrete materials and concrete according to ASTM C-94. Furnish batch certificates, indicating project identification, name and number, date, mixture type, mixing time, quantity and amount of water added for each batch discharged and used in the Work to the Architect.

2.6 SACK FINISH MORTAR

- A. Mortar shall be composed of Portland cement, sand, and water proportioned and mixed as specified in Caltrans Section 51 1.135.
- B. Mortar shall be furnished and placed in recesses and holes, on surfaces, under structural members, and at other locations specified in these specifications, the special provisions or shown on the plans.

- C. The proportion of cement to sand, measured by volume, shall be one to two (1:2) unless otherwise specified.
- D. Materials shall conform to the provisions in Caltrans Section 90, "Portland Cement Concrete."
- E. The maximum size of sand shall not be larger than 0.5 of the size of the recess, hole or space where the mortar is to be placed.
- F. The mortar shall contain only enough water to permit placing and packing.
- G. Concrete areas to be in contact with the mortar shall be cleaned of all loose or foreign material that would in any way prevent bond between the mortar and the concrete surfaces and shall be flushed with water and allowed to dry to a surface dry condition immediately prior to placing the mortar.
- H. The mortar shall completely fill and shall be tightly packed into recesses and holes, on surfaces, under structural members, and at other locations specified. After placing, all surfaces of mortar shall be cured by the water method as provided in Caltrans Section 90 7, "Curing Concrete," for a period of not less than 3 days.
- I. Keyways, spaces between structural members, holes, spaces under structural members and other locations where mortar could escape shall be mortar tight before placing mortar.
- J. No load shall be allowed on mortar that has been in place less than 72 hours, unless otherwise permitted by the Engineer.
- K. All improperly cured or otherwise defective mortar shall be removed and replaced by the Contractor at the Contractor's expense.

2.7 WATERPROOF MEMBRANE:

- A. Rolled, self-adhering waterproof membrane, composed of nominally 56 millimeter thick layer of polymeric waterproofing membrane on a heavy duty, four-millimeter thick, cross-laminated polyethylene carrier film laminated together, MEL-ROL, product of W. R. Meadows/Sea Tight, or equal conforming to A.R.E.M.A. Specifications Chapter 29, Waterproofing.

PART 3 - EXECUTION

3.1 AGGREGATE BASE PLACEMENT

- A. Place aggregate in maximum 6-inch layers and compact to specified density.
- B. Level and contour surfaces to elevations and gradients indicated.
- C. Add small quantities of fine aggregate to coarse aggregate as appropriate to assist compaction.
- D. Add water to assist compaction. If excess water is apparent, remove aggregate and aerate to reduce moisture content.
- E. Use mechanical tamping equipment in areas inaccessible to compaction equipment.
- F. Tolerances:
 - 1. Flatness: Maximum variation of 1/4 inch measured with 10-foot straight edge.
 - 2. Scheduled Compacted Thickness: Within 1/4 inch.
 - 3. Variation From Design Elevation: Within 1/2 inch.
- G. Field Quality Control:
 - 1. Flatness: Compaction testing will be performed in accordance with ASTM D1557.
 - 2. If tests indicate Work does not meet specified requirements, remove Work, replace and retest at no cost to Owner.

3.2 FORMS

- A. FORMS – FOR FLATWORK WITHOUT A STAMP PATTERN
 - 1. Design, erect, support, brace and maintain formwork to support vertical and lateral loads that might be applied until such loads can be supported by concrete structure. Construct formwork so concrete members and structures are of correct size, shape, alignment, elevation and position.
 - 2. Construct forms to sizes, shapes, lines and dimensions shown, and to obtain accurate alignment, location, grades, level and plumb work in finished structures. Provide for openings, offsets, sinkages, keyways, recesses, moldings, rustications, reglets, chamfers, blocking, screeds, bulkheads, anchorages and inserts and other features required in work. Use selected materials to obtain required finishes. Solidly butt joints and provide backup at joints to prevent leakage of cement paste.

3. Fabricate forms for easy removal without hammering or prying against concrete surfaces or damage to cast-in-place concrete or adjacent materials. Provide crush plates or wrecking plates where stripping may damage cast concrete surfaces. Provide top forms for inclined surfaces where slope is too steep to place concrete with bottom forms only. Kerf wood inserts for forming keyways, reglets, recesses, and the like, to prevent swelling and for easy removal.
4. Provisions for Other Trades: Provide openings in concrete formwork to accommodate work of other trades. Determine size and location of openings, recesses and chases from trades providing such items. Accurately place and securely support items build into forms. Comply with ACI 347 and ACI 318-19 Section 26.11.
5. Cleaning and Tightening: Thoroughly clean forms and adjacent surfaces to receive concrete. Remove chips, wood, sawdust, dirt or other debris just before concrete is placed. Retighten forms and bracing after concrete placement is required to eliminate mortar leaks and maintain proper alignment.
6. Coat contact surfaces of forms with a form-coating compound before reinforcement is placed.

3.3 PLACING REINFORCEMENT:

- A. Comply with Concrete Reinforcing Steel Institute's recommended practice for "Placing Reinforcing Bars", for details and methods of reinforcement placement and supports, and as herein specified.
- B. Clean reinforcement of loose rust and mill scale, earth, ice, and other materials which reduce or destroy bond with concrete.
- C. Accurately position, support and secure reinforcement against displacement by formwork, construction, or concrete placement operations. Locate and support reinforcing by metal chairs, runners, bolsters, spacers, and hangers, as required.
- D. Place reinforcement to obtain at least minimum coverage for concrete protection. Arrange, space and securely tie bars and bar supports to hold reinforcement in position during concrete placement operations. Set wire ties so ends are directed into concrete, not toward exposed concrete surfaces.
- E. Where concrete is installed at door thresholds and/or transitions to building interior spaces, 24" length, #3 smooth rebar dowels shall be installed 12" into the new concrete paving and 12" into the adjacent building structure, spaced at 18" on center with a minimum of two in each location. Epoxy to secure end of dowel set into building and lubricate end cast into new concrete paving.

- F. Where concrete is installed at door thresholds of modular buildings with steel framing, #5 rebar shall be welded securely to building floor plate, extending 12” into new concrete paving, spaced 18” on center with a minimum of two at each door threshold. Lubricate end cast into new concrete paving.

3.4 EXPANSION AND CONTROL JOINTS:

- A. Locate and install joints so as not to impair strength and appearance of the structure, and as acceptable to Architect.
- B. Continue reinforcement across expansion and control joints or install smooth rebar dowels.
- C. Control/score joints (for walkways, steps, ramps and curbs): Unless shown otherwise on plan, install 1/2” radius score joints evenly spaced at a maximum of eight feet in two perpendicular directions, continuous and one third the depth of the slab.
- D. Control/score joints (for walls, steps and vertical surfaces): Unless shown otherwise on plan, install 1/2” radius score joints evenly spaced at a maximum of eight feet in on center. Align vertical wall score joints with horizontal paving joints whenever possible. Install 1/2” radius or chamfered edge at each side of joint as called for in drawings, continuous and 1 1/2” in depth.
- E. Expansion Joints for new walkways and ramps that are not colored and/or do not have a stamp pattern: Asphalt impregnated felt fiber expansion material, one half inch (1/2”) thick by full depth of concrete, in compliance with ASTM D1751.
- F. Expansion Joints for new walkways and ramps that are colored and/or have a stamp pattern: Unless shown otherwise on plan, install Form-A-Key (or equal) key-loc system, evenly spaced at a maximum of 24 feet in two perpendicular directions. Where new walkways meet existing concrete, install 1/2” asphalt saturated felt expansion joint material 1/4” below the finish surface and continuously throughout the full depth of slab.
- G. Expansion Joints (for walls, steps and vertical surfaces): Unless shown otherwise on plan, install expansions joints where walls meet existing or proposed structures and evenly spaced at a maximum of 24 feet in two perpendicular directions. Align vertical wall expansion joints with horizontal paving joints whenever possible. Install 1/2” asphalt saturated felt expansion joint material 1/2” below the finish surface where 1/2” radius concrete edges are indicated and flush with base of chamfer were chamfer edges are indicated and continuously throughout the concrete section. Install 1/2” radius or chamfered edge at each side of joint as called for in drawings.

3.5 INSTALLATION OF EMBEDDED ITEMS:

- A. General: Set and build into work anchorage devices and other embedded items required for other work that is attached to, or supported by, cast-in-place concrete. Use setting drawings, diagrams, instructions and directions provided by suppliers of items to be attached thereto.
- B. Edge Forms and Screed Strips for Slabs: Set edge forms or bulkheads and intermediate screed strips for slabs to obtain required elevations and contours in finished slab surface. Provide and secure units sufficiently strong to support types of screed strips by use of strike-off templates or accepted compacting type screeds.

3.6 PREPARATION OF FORM SURFACES:

- A. Coat contact surfaces of forms with a form-coating compound before reinforcement is placed.

3.7 CONCRETE PLACEMENT:

- A. Pre-placement Inspection: Before placing concrete, inspect and complete formwork installation, reinforcing steel, and items to be embedded or cast-in, in accordance with ACI 318-19. Notify other crafts to permit installation of their work; cooperate with other trades in setting such work. Moisten wood forms immediately before placing concrete where form coatings are not used.
- B. Coordinate the installation of joint materials with placement of forms and reinforcing steel.
- C. General: Comply with ACI 304, and as herein specified.
- D. Deposit concrete continuously or in layers of such thickness that no concrete will be placed on concrete which has hardened sufficiently to cause the formation of seams or planes of weakness. If a section cannot be placed continuously, provide construction joints as herein specified. Deposit concrete as nearly as practicable to its final location to avoid segregation.
- E. Placing Concrete in Forms: Deposit concrete in forms in horizontal layers not deeper than 24" and in a manner to avoid inclined construction joints. Where placement consists of several layers, place each layer while preceding layer is still plastic to avoid cold joints.
- F. Consolidate placed concrete by mechanical vibrating equipment supplemented by hand-spading, rodding or tamping. Use equipment and procedures for consolidation of concrete in accordance with ACI recommended practices.

- G. Do not use vibrators to transport concrete inside forms. Insert and withdraw vibrators vertically at uniformly spaced locations not farther than visible effectiveness of machine. Place vibrators to rapidly penetrate placed layer and at least 6" in to preceding layer. Do not insert vibrators into lower layers of concrete that have begun to set. At each insertion limit duration of vibration to time necessary to consolidate concrete and complete embedment of reinforcement and other embedded items without causing segregation of mix.
- H. Placing Concrete Slabs: Deposit and consolidate concrete slabs in a continuous operation, within limits of construction (expansion) joints, until the placing of a panel or section is completed.
- I. Consolidate concrete during placing operations so that concrete is thoroughly worked around reinforcement and other embedded items and into corners.
- J. Bring slab surfaces to correct level with straightedge and strikeoff. Use bull floats or darbies to smooth surface, free of humps or hollows. Do not disturb slab surfaces prior to beginning finishing operations.
- K. Maintain reinforcing in proper position during concrete placement operations.
- L. Cold Weather Placing: Do not place concrete when air temperature is below 40 degrees F., or expected to fall below within 24 hours. Comply with ACI 306.
- M. Hot Weather Placing: When hot weather conditions exist that would seriously impair quality and strength of concrete, place concrete in compliance with ACI 305.
- N. Concrete flatwork over-pour: Over-pour is excess concrete spilling beyond the limits of the concrete forms. Contractor shall remove over-pour to allow for installation of tree root barriers, irrigation and similar landscape improvements.

3.8 FINISH OF FORMED SURFACES:

- A. Rough Form Finish: For formed concrete surfaces not exposed-to-view in the finish work or by other construction, unless otherwise indicated. This is the concrete surface having texture impaired by form facing material used, with tie holes and defective areas repaired and patched and fine and other projections exceeding 1/4" in height rubbed down or chipped off.

- B. Smooth Form Finish: For formed concrete surfaces exposed-to-view, or that are to be covered with a coating material applied directly to concrete, or a covering material applied directly to concrete, such as waterproofing, damp proofing, painting or other similar system. For "as-cast" concrete surface obtained with selected form facing material, arranged orderly and symmetrically with a minimum of seams, repair and patch defective areas with fins or other projections completely removed and smoothed
- C. Related Unformed Surfaces: At tops of walls, horizontal offsets surfaces occurring adjacent to formed surfaces, strike-off smooth and finish with a texture matching adjacent formed surfaces. Continue final surface treatment of formed surfaces uniformly across adjacent unformed surfaces, unless otherwise indicated.

3.9 CONCRETE EXTERIOR FLATWORK FINISHES:

- A. Float Finish: Apply float finish to concrete slab surfaces to receive trowel finish and other finishes as hereinafter specified.
- B. After screeding, consolidating, and leveling concrete slabs, do not work surface until ready for floating. Begin floating when surface water has disappeared or when concrete has stiffened sufficiently to permit operation of power-driven floats, or both. Consolidate surface with power-driven floats, or by hand-floating if area is small or inaccessible to power units. Check and level surface plane to a tolerance not exceeding 1/8" in 10' when tested with a 10' straightedge. Cut down high spots and fill low spots. Uniformly slope surfaces to drains. Immediately after leveling, refloat surface to a uniform, smooth, granular texture.
- C. Round top edges of all exposed slabs, nosing, etc. with 3/8" radius edging tool, unless chamfered or otherwise noted.
- D. Non-Slip Broom Finish (NSBrm-Fn): Unless specified otherwise, apply non-slip broom finish to exterior concrete walks, platforms, steps and ramps, and elsewhere as indicated. Slopes less than 6% shall have a medium broom finish. Slopes 6% and greater shall be heavy broom slip resistant.
- E. Immediately after trowel finishing, slightly roughen concrete surface by brooming with fiber bristle broom perpendicular to main traffic route. Coordinate required final finish with Architect before application.

3.10 CONCRETE CURING AND PROTECTION:

- A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Comply with ACI 305R-20, "Guide to Hot Weather Concreting".

- B. Start initial curing as soon as free water has disappeared from concrete surface after placing and finishing. Weather permitting, keep continuously moist for not less than 7 days and above 50 deg. F.
- C. Begin final curing procedures immediately following initial curing and before concrete has dried. Continue final curing for at least 7 days in accordance with ACI 301 procedures. Avoid rapid drying at end of final curing period.
- D. Curing Method: Perform curing of concrete by moist curing, by moisture-retaining cover curing, by curing compound, and/or by combinations thereof, at contractor's option except as noted during hot weather.
- E. Cold Weather Requirements: Protect concrete from freezing conditions during the first seven (7) days after placement.
- F. Hot Weather Requirements: When hot weather conditions will cause an evaporation rate exceeding 0.2 pounds of water per square foot per hour, as determined by Figure 2.1.5 of ACI 305, cure for initial 24 hours minimum by moisture retaining cover methods.

3.11 REMOVAL OF FORMS:

- A. Formwork not supporting weight of concrete, such as sides of beams, walls, columns, and similar parts of the work, may be removed after cumulatively curing at not less than 50 deg F (10 deg C) for 24 hours after placing concrete, provided concrete is sufficiently hard to not be damaged by form removal operations, and provided curing and protection operations are maintained.
- B. Form removal shall comply with ACI 347 and ACI 318-19 Section 26.11.

3.12 RE-USE OF FORMS:

- A. Clean and repair surfaces of forms to be re-used in work. Split, frayed, delaminated or otherwise damaged form facing material will not be acceptable for exposed surfaces. Apply new form coating compound as specified for new formwork.
- B. When forms are extended for successive concrete placement, thoroughly clean surfaces, remove fins and laitance, and tighten forms to close joints. Align and secure joint to avoid offsets. Do not use "patched" forms for exposed concrete surfaces, except as acceptable to Architect.

3.13 MISCELLANEOUS CONCRETE ITEMS:

- A. Filling-In: Fill-in holes and openings left in concrete structures for passage of work by other trades, unless otherwise shown or directed, after work of other trades is in place. Mix, place and cure concrete as herein specified, to blend with in-place construction. Provide other miscellaneous concrete filling shown or required to complete work.
- B. Curbs: Provide monolithic finish to interior curbs by stripping forms while concrete is still green and steel-troweling surfaces to a hard, dense finish with corners, intersections and terminations slightly rounded.
- C. Equipment and Enclosure Bases and Foundations: Provide machine and equipment bases and foundations, as shown on drawings. Set anchor bolts for machines and equipment to template at correct elevations, complying with certified diagrams or templates of manufacturer furnishing machines and equipment.

3.14 CONCRETE SURFACE REPAIRS

- A. Concrete pavement surface repairs shall be stable, firm and slip resistant per CBC 11B-302.1.
- B. Patching Defective Areas: Repair and patch defective areas with cement mortar immediately after removal of forms, when acceptable to Owner's Representative.
- C. Cut out honeycomb, rock pockets, voids over 1/4" in any dimension, and holes left by tie rods and bolts, down to solid concrete but, in no case to a depth of less than 1". Make edges of cuts perpendicular to the concrete surface. Thoroughly clean, dampen with water and brush-coat the area to be patched with specified bonding agent. Place patching mortar, colored to match surrounding surfaces after bonding compound has dried. Surfaces exposed-to-view shall be sacked with colored mortar as directed by Owner's Representative.
- D. Repair of Formed Surfaces: Remove and replace concrete having defective surfaces if defects cannot be repaired to satisfaction of Owner's Representative. Surface defects, as such, include color and texture irregularities, cracks, spalls, air bubbles, honeycomb, rock pockets; fins and other projections on surface; and stains and other discolorations that cannot be removed by cleaning.
- E. Flush out form tie holes, fill with dry pack mortar.
- F. Repair concealed formed surfaces, where possible, that contain defects that affect the durability of concrete. If defects cannot be repaired, remove and replace concrete.

- G. Repair of Unformed Surfaces: Test unformed surfaces, such as monolithic slabs, for smoothness and verify surface plane to tolerances specified for each surface and finish. Correct low and high areas as herein specified. Test unformed surfaces sloped to drain for trueness of slope, in addition to smoothness, using a template having required slope.
- H. Repair finished unformed surfaces that contain defects, which affect durability of concrete. Surface defects, as such, include crazing, cracks in excess of 0.01" wide or which penetrate reinforcement or completely through non-reinforced sections regardless of width, spalling, pop-outs, honeycomb, rock pockets, and other objectionable conditions. Color of repair shall match surrounding surface color.
- I. Correct high areas in unformed surfaces by grinding, after concrete has cured at least 14 days.
- J. Correct low areas in unformed surfaces during, or immediately after completion of surface finishing operations by cutting out low areas and replacing with fresh concrete. Finish repaired areas to blend into adjacent concrete. Proprietary patching compounds may be used when acceptable to Owner's Representative.
- K. Repair methods not specified above may be used, subject to acceptance of Owner's Representative.

3.15 WATERPROOFING SITE RETAINING WALLS:

- A. Contractor shall apply waterproof membrane to site retaining walls. Membrane shall continuously cover the surface in contact with soil, vertically from the footing to 2" above the finished grade level of the soil retained.
- B. Prepare surface as recommended by manufacturer by filling cracks, priming, filling joint and voids, penetrations and corners.
- C. Apply waterproof membrane as recommended by manufacturer.

3.16 SACK FINISH WALLS, STEP SEATING AND CURBS

- A. Sack finish shall consist of filling holes or depressions in the surface of the concrete, repairing all rock pockets, removing fins, and removing stains and discolorations visible from traveled ways. Sack finish, unless otherwise specified, shall be considered as a final finish where designated on the plans and details.

- B. Except as provided herein, form bolts and any metal placed for the convenience of the Contractor shall be removed to a depth of at least one inch below the surface of the concrete. All rock pockets and other unsound concrete shall be removed. The resulting holes or depressions shall be cleaned and filled with mortar. Form bolts projecting into the cells of box girders need not be removed unless deck forms are removed from the cells, in which case the bolts shall be removed flush with the surface of the concrete.
- C. Mortar used to fill bolt holes shall conform to the provisions in this Section for "Mortar." Other depressions and pockets shall be filled with packed mortar as directed by the Architect and the mortar shall be cured in conformance with the provisions in this Section
- D. For exposed surfaces, integral concrete color (LM Scofield Chromix) cement shall be added to the mortar in an amount sufficient to result in a patch which, when dry, matches the surrounding concrete.
- E. If rock pockets, in the opinion of the Architect, are of such an extent or character as to affect the strength of the structure materially or to endanger the life of the steel reinforcement, the Architect may declare the concrete defective and require the removal and replacement of the portions of the structure affected.

3.17 QUALITY CONTROL TESTING DURING CONSTRUCTION:

- A. The Owner will employ a testing laboratory to perform other tests and to submit test reports.
- B. Reinforcing steel shall be supplied with heat number and mill analysis per ACI 318-19.
- C. Shrinkage Limitation: All concrete shall meet drying shrinkage limitations as follows:
- D. 0.032 percent at age 21 days, with tolerance of +25% for specimens taken during the course of the work.
- E. The use of aggregates with a proven history of compliance with the above limitations will be accepted as fulfilling this requirement. In the absence of satisfactory evidence, the laboratory shall prepare specimens (4" x 4" prisms 10" gage length, ASTM C-157-64T) and test for compliance prior to approval.

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SECTION 32 15 40 CRUSHED STONE SURFACING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-1 Specification sections, apply to work of this section.

1.2 DESCRIPTION OF WORK:

- A. Extent of work shall include installation of crushed stone or decomposed granite paving and base material.

1.3 SUBMITTALS:

- A. Contractor shall submit product data for type of crushed stone surfacing to be installed.
- B. For any substitutions Contractor shall provide a sealed and labeled 1 quart sample indicating variation of size and color of proposed stone paving to be installed.

1.4 DELIVERY, STORAGE, AND HANDLING:

- A. Store paving material in a secure location. Coordinate with General Contractor for available stockpile location.

1.5 PROJECT CONDITIONS:

- A. Protection of Work: Protect work from trespass until mortar has cured.

PART 2 - PRODUCTS

2.1 MATERIALS:

A. DECOMPOSED GRANITE:

- 1. Shall be ¼” minus Stabilized Blue Fines available from Lyngso Gardens or approved equal. www.lyngsogarden.com (650) 364-1730

B. Pre-emergent:

- 1. Ronstar-G available from Horizon Distributors, Inc., www.horizononline.com.

C. Aggregate base:

- 1. Class II conforming to aggregate base course specifications.

D. Stabilizer (if not pre-mixed with decomposed granite):

1. Natural, organic powder, non-toxic, non-staining, odorless, environmentally safe, derived from crushed seed hulls manufactured for the purpose of strengthening aggregates to withstand traffic and weather extremes and is available from Stabilizer Solutions, Inc., phone (602) 225-5900. www.StabilizerSolutions.com.

PART 3 - EXECUTION

3.1 BLENDING STABILIZER AND DECOMPOSED GRANITE:

A. Blend Stabilizer:

1. Stabilizer must be thoroughly pre-mixed with decomposed aggregate at the approximate rate of 15 pounds of Stabilizer per 1 ton of aggregate. Verify with Stabilizer Solutions, Inc. for exact Stabilizer rate for specific material, climate and project conditions. Drop spreading of Stabilizer over pre-placed aggregate or mixing by rototilling is not acceptable for vehicular access. Stabilizer can be blended by cement mixer, pug mill, Dakota blender, generally any paddle type blenders (no screw type blenders). If you wish to use another type of blender, verify with Stabilizer Solutions, Inc. in writing. Always blend the material dry and leave material in mixer for several passes of the mixing paddles. Stabilizer will disappear within material quickly, but may not be blended completely. After blending, confirm uniformity by taking a handful of blended aggregate and add a few ounces of water, work around material in both hands to ensure no dry aggregate remains and form aggregate into a ball. If material is thoroughly blended, you should be able to toss the ball in your hand without breaking it.

3.2 INSTALLATION:

A. Decomposed Granite Paving:

1. Do not install stabilized decomposed granite during rainy conditions or below 40 degrees Fahrenheit and falling.
2. Prepare sub grade per Drawings, compact to 95% relative density.
3. Mix and apply soil pre-emergent per manufacturers' recommendations without disturbing sub grade preparation and avoiding over spray onto proposed or existing turf areas.
4. Install rigid edging, concrete or redwood header per Drawings.
5. Install base rock per Drawings, compacted to 95% relative density.
6. Install decomposed granite paving in 2" maximum lifts. Spread decomposed granite with a rake and compact with water to saturate full depth of granite, approximately 25-45 gallons per 1 ton. Water will activate the Stabilizer product.
7. Wait a minimum of 6 hours to a maximum of 48 hours, or until the decomposed aggregate is able to accept compaction from a 1 to 5 ton roller without separation, plowing or any other physical damage. Do not allow material to dry out completely. If surface dries faster than subsurface material, lightly mist surface before compaction.
8. Compact decomposed aggregate with a 1 to 5 ton double drum roller or equal to achieve 85% relative compaction. Do not use a vibratory plate compactor or vibration feature on roller.

9. Installation of decomposed granite more than 3" in depth shall be installed in lifts of two 2" lifts or two 2 1/2" lifts. If decomposed granite with Stabilizer is pre-moistened before installation, entire 4" or 5" lift may be installed.
10. Re-apply decomposed granite mixture and compact as necessary to achieve finish surface and gradients specified on Drawings.
11. Allow decomposed granite to dry completely. Drying time may vary depending on amount of water used and weather conditions. Once completely dried, the surface should be smooth, uniform and solid. No evidence of chipping or cracking. Cured and compacted surface should be firm throughout profile with no spongy areas. Loose material will not be present on the surface after installation, but may appear after use. Surface should remain stable underneath the loose granite on top. Significant irregularities in surface shall be repaired to the uniformity of the entire installation.

**END OF SECTION 32 15 40
(Revised 2/16/2025)**

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SECTION 32 18 13 SYNTHETIC GRASS SURFACING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division-1 Specification sections, apply to the work of this section.

1.2 DESCRIPTION OF WORK:

- A. The extent of work in this Section furnishing, delivery, installation and warranty of a complete synthetic turf system including synthetic turf, base foundations, and appurtenances required for installation.
- B. The general extent of work for the Section is shown on the Drawings and includes, but is not limited to, the following:
 - 1. Synthetic grass surfacing (also referred to as Synthetic Turf).
 - 2. SBR rubber cushion – refer to specification section 32 18 16.16-Protective Rubber Surfacing under Synthetic Turf
 - 3. Infill material.
 - 4. Base preparation and installation.
 - 5. Nailing board.
 - 6. Perimeter concrete curb.

1.3 QUALITY ASSURANCE:

- A. All manufactured items shall be inspected and approved upon delivery.
- B. Coordinate all work with the work of other sections to avoid delay and interference with other work.
- C. Protect from damage and intrusion of deleterious materials during delivery, handling, storage, and installation.

1.4 REFERENCES

A. RELATED SECTIONS:

- 1. 32 11 23 Aggregate Base Course
- 2. 32 13 13.1 Concrete Work (Landscape)
- 3. 32 18 16.16 Protective Rubber Surfacing Under Synthetic Turf

B. ASTM TEST METHODS

1. D1577 – Standard Test Method for Linear Density of Textile Fiber
2. D5848 – Standard Test Method for Mass Per Unit Area of Pile Yarn Floor Covering
3. D418 – Standard Test Method for Testing Pile Yarn Floor Covering Construction
4. D1338 – Standard Test Method for Tuft Bind of Pile Yarn Floor Coverings
5. D1682 – Standard Method of Test for Breaking Load and Elongation of Textile Fabrics
6. D5034 – Standard Test Method of Breaking Strength and Elongation of Textile Fabrics (Grab Test)
7. F1551 – Standard Test Methods for Water Permeability
8. D2859 – Standard Test Method for Ignition Characteristics of Finished Textile Floor Covering Materials
9. D1557 – Test Method for Laboratory Compaction Characteristics of Soil Using Modified Effort.

1.5 SITE INSPECTION

- A. The inspection shall include a check for planarity. The finished surface shall not vary from a true plane more than 1/4” in 10 feet when measured in any direction. The Contractor shall provide all required tools and materials needed for the planarity check, which may include but not be limited to, a laser level, string line, straight edge and/or other assessment materials. The Contractor shall mark in the field any deviations from grade in excess of those specified above, as well as provide a marked up plan locating the deviations. The Contractor shall correct any deviations to the satisfaction of the Engineer and Synthetic Turf installer.
- B. The compaction of aggregate base shall be 95% to Standard Proctor and surface tolerances shall not exceed 1/4” over 10 feet.
- C. When any or all corrective procedures have been completed, the finished sub-base surface must be re-inspected, with the same representatives attending the initial inspection. If required, additional repair and inspections are to be conducted until the subbase surface is deemed acceptable by the Owner’s Representative and Synthetic Grass installer.
- D. Commencement of work under this section shall constitute acceptance of the work completed under other sections, including acceptance of dimensions of the subbase.

1.6 ENVIRONMENTAL CONDITIONS

- A. Install synthetic turf surfacing only when ambient air temperature is 35 F or above and the relative humidity is below 35% or as specified by the product manufacturer. Installation will not proceed if rain is imminent.
- B. Install product only when prepared base is suitably free of dirt, dust, and petroleum products, is moisture free and sufficiently secured to prevent unwanted pedestrian and vehicular access.
- C. Maintain all benchmarks, monuments, and other reference points. If disturbed or destroyed, replace as directed.
- D. Adjacent streets, sidewalks, and property shall be kept free of mud, dirt, or similar nuisances resulting from earthwork operations.

1.7 QUALITY CONTROL

- A. Prior to the beginning of installation, the Synthetic Turf Installer shall inspect the subbase. The installer will accept the sub-base in writing when the general contractor provides test results for compaction, planarity and permeability that are in compliance with the synthetic turf manufacturer's recommendations and as stated herein.
- B. Remove defective Work, whether the result of poor workmanship, defective products or damage, which has been rejected by the Engineer as unacceptable. Replace defective work in conformance with the Contract Documents.

1.8 INSTALLING CONTRACTOR QUALIFICATIONS:

- A. Contractor must hold a current "A" License (in conjunction with related specialty license).
- B. Contractor must be a "certified installer" for the synthetic turf product manufacturer being installed.

1.9 SUBMITTALS:

A. Product Data:

1. Submit the exact product name/description as well as the name and location of the manufacturers and suppliers of each component. Manufacturers and suppliers must not be changed after the contract is awarded unless approved by the Owner in writing. Items to be submitted include but are not limited to the following:
 - a. Synthetic Turf product data
 - b. Synthetic Turf adhesive and tape per manufacturer's recommendations
 - c. Synthetic Turf Wonderfill 12/20 product data
 - d. Headerboard at Curved Curbs
 - e. Headerboard at Straight Curbs
 - f. 1/2" x 4-1/4" Stainless Steel Red Head Wedge Anchors
2. Product Literature: Submit manufacturer's recommended installation and maintenance information, including any technical criteria for evaluation of the installed product. Descriptions of all equipment recommended for the maintenance and repair of turf product, as well as a list of any activities not recommended relative to the warranty.
3. Maintenance Instructions: Submit manufacturer's maintenance and cleaning instructions.
4. Warranty: Submit manufacturer's standard warranty.

1.10 WARRANTY

- A. Submit Manufacturer Warranty and ensure that forms have been completed in Owner's name and registered with Manufacturer.

PART 2 - PRODUCTS

2.1 DESCRIPTION OF SYSTEM

- A. Resilient safety surface shall be Playground Grass Ultra as manufactured by ForeverLawn Inc. Resilient safety surface shall meet all of the following requirements independently and collectively:
1. Blades: Primary blades are a slit film polyethylene with anti-microbial agent AlphaSan® integrated into the primary yarn. A patented anti-static technology must also be integrated into the construction so as to not allow static charge build-up. Secondary blade is a heat textured nylon monofilament. Tufting construction requires dual primaries in the same row.
 2. Weight: The product face weight will be 48 ounces. With backing, the total weight of the product will be 103 ounces.
 3. Tufting: The tufting gauge will be 3/8", pile height 1 1/2". Tufting configuration – dual yarn same row set up.

4. Backing: The backing shall be a multi-layered, three parts.
 - a. First single layer (stabilized primary consisting of polyester, fiberglass, and polyurethane). It is 18 pic construction and 6 ounces.
 - b. Second layer is a minimum 40 ounce urethane layer.
 - c. Third layer is nonwoven, recycled, geotextile fleece.
5. Seams: Primary seaming system shall be a micromechanical seam, utilizing hook and loop technology.
6. Resilient subsurface padding: SafetyFoam Pad which is a closed cell expanded polypropylene panel.
7. Infill: 4 lbs. of 12/20 Wonderfill or Envirofill per square foot.

2.2 PERIMETER SECURING

- A. Plastic Nailing Board: Recycled plastic nominal 2” by 4” continuous Bend-a-Board or equal.
- B. Concrete Perimeter Curb: Refer to 32 13 13.1 Concrete Work (Landscape)

2.3 AGGREGATE BASE ROCK

- A. Bottom rock:
 1. Class II Aggregate Base per Caltrans Standard Specifications, or Local Municipality.

B. Top Rock: Top Rock shall be crushed rock conforming to the following requirements:

1. Gradation Requirements (ASTM C136):

- a. Maximum particle size: 1/4" minus quarry fines.
- b. Top course of quarry fines available from Stevens Creek Quarry with the following sieve analysis: CTM 202, gray sand:

Sieve Size	Sieve Size	Percent Passing
25.00 mm	1"	100
19.00 mm	3/4"	100
12.50 mm	1/2"	100
9.5 mm	3/8"	100
4.75 mm	#4	80
2.36 mm	#8	56
1.18 mm	#16	41
600 um	#30	33
300 um	#50	27
150 um	#100	22
75 um	#200	17.3
Sand Equivalent – CTM 217 SE: 21		

2. Drainage Requirements:

- a. Laboratory Permeability > 40 in/hr (2.8 X 10⁻² cm/sec) (ASTM D2434) [Test with rock saturated and compacted to 92% Modified Proctor]
- b. Field percolation rate of at least 30 in/hr.

3. Durability Requirements (ASTM C131):

- a. LA Abrasion (500 revs) < 40

PART 3 - EXECUTION

3.1 GENERAL

- A. Installation of the synthetic turf system is to comply with the manufacturer's recommendations, requirements and the reviewed and approved shop drawings.
- B. Perform all work in strict accordance with the Contract Documents and the manufacturer's specifications and instructions. Only those skilled technicians proposed in the bid phase are to be assigned to this project by the Contractor.
- C. The designated Supervisor for the Synthetic Turf Installer must be present during any and all construction activity associated with the field installation, including testing, cleanup and training.
- D. All products and equipment are to be from sources approved by the authorized turf manufacturer and conform to the specifications.

3.2 PRODUCT DELIVERY, STORAGE & HANDLING

- A. Deliver products to site in original containers and wrappers as agreed between the Owner's Representative and Contractor. Inspect products upon delivery for damage.
- B. Store products in a location and in a position that protects them from crush damage or any other defects.
- C. Handle and store (on and off site) all materials safely to ensure their physical properties are not adversely affected and that they are not subject to vandalism or damage.
- D. Adhesives shall arrive in dry, sealed containers.

3.3 BOTTOM ROCK

- A. The specified bottom rock shall be carefully placed and compacted over the subgrade and/or drain pipe to the grades and elevations shown on the drawings. If the thickness of the planned bottom rock exceeds 6 inches, the rock shall be placed in horizontal layers not exceeding 6 inches and each layer compacted to 92 percent relative compaction with a vibratory smooth drum roller.
- B. Should any segregation of the material occur, during any stage of the stockpiling, spreading or grading, the Contractor shall immediately remove and dispose of segregated material and correct or change handling procedures to prevent any further separation.
- C. Finished surface shall be proof rolled to 92 percent relative compaction with a vibratory smooth drum roller to provide a non-yielding, smooth, flat surface.
- D. Final bottom rock grades shall conform to the lines and grades shown on the drawings. The measured grades shall not deviate more than 0.08 feet from the planned grades and not vary more than 0.04 feet in 10 feet in any direction. Laser grading is recommended.
- E. The top surface of the bottom rock shall be sloped as shown on the drawings.
- F. Bottom rock grades shall be completed by the Contractor and inspected by the Owner prior to commencing with the subsequent work items.

3.4 TOP ROCK

- A. The specified top rock shall be carefully placed using a self-propelled paving machine in order to minimize segregation.

- B. Should any segregation of the material occur, during any stage of the work, the Contractor shall immediately remove and dispose of segregated material and correct or change handling procedures to prevent any further segregation.
- C. The finished surface shall be compacted to 92 percent relative compaction with a vibratory smooth drum roller to provide a non-yielding, smooth, flat surface.
- D. Final top rock grades shall conform to the lines and grades shown on the drawings. The measured grades shall not deviate more than 0.04 feet from the planned grades and not vary more than 0.02 feet in 10 feet in any direction. Laser grading is recommended.
- E. The top surface of the top rock shall be sloped as shown on the drawings.
- F. All top rock grades shown on the drawings shall be completed by the Contractor and inspected by the Owner prior to commencing with the subsequent work items.
- G. A small trial area (15 feet square, minimum) of top rock shall be installed prior to installing the complete surface. The Contractor's Synthetic Turf Installer shall observe the placement and compaction of top rock in the trial area and determine whether the surface is suitable to install the synthetic turf. The Contractor shall modify installation procedures and/or material used until the Contractor's Synthetic Turf Installer is satisfied.
- H. Field percolation testing shall be conducted by the Owner's Testing Agent in accordance with Section 1.07. The Contractor shall correct the top rock layer, at no cost to the Owner, if the minimum percolation requirement is not achieved.

3.5 SBR RUBBER CUSHION

- A. SBR buffings to be Playbound Pour-In-Place 100% post-consumer recycled SBR, available through Ross Recreation. Local Representative: Alex Hailey. Phone: 707-538-3800, www.rossrec.com. Install per manufacturer's recommendations.

3.6 PERIMETER NAILER INSTALLATION

- A. Install recycled plastic perimeter nailer board in concrete band, 1/4" below concrete finished surface. Secure in place with expansion bolts spaced 24" o.c.

3.7 TURF INSTALLATION

- A. Install synthetic turf system in accordance with the manufacturer's written installation instructions.
- B. Turf shall be attached to the perimeter edge as shown in the construction plans and as per the manufacturer.

C. All seams shall be brushed thoroughly before infill materials are installed.

D. All terminations shall be as detailed and approved in the shop drawings.

3.8 INFILL INSTALLATION

A. Broadcast Wonderfill 12/20 infill uniformly over synthetic turf at a rate of four (4) pounds per square foot.

B. Comb to set infill.

3.9 CLEANING AND COMPLETION

A. Protect all installed work from other construction activities as installation progresses.

B. The Contractor shall keep the area clean throughout the construction period and free from the installation process, including track surfaces.

C. Upon completion of the installation, thoroughly clean surfaces and site of all refuse resulting from the installation process, including track surfaces.

D. Any damage to existing fixtures or facilities resulting from the installation of the synthetic turf system shall be repaired to original condition at the Contractor's expense prior to Substantial Completion and commencement of the Warranty Period.

E. A deficiency list will be produced by the Engineer at the conclusion of the project. All installation project deficiencies not in dispute must be remedied by the Contractor prior to the issuance of a certificate of Substantial Completion.

F. Contractor to provide a written acceptance by the Turf Manufacturer that the turf and base system is installed in accordance with their recommendations prior to final completion.

**END OF SECTION 32 18 13
(Revised 1/30/2025)**

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SECTION 32 31 13 CHAIN LINK FENCING AND GATES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Chain-Link Fences: Industrial.
 - 2. Gates: Horizontal swing.
- B. Related Sections include the following:
 - 1. Division 31 Section "Earthwork" for site excavation, fill, and backfill where chain-link fences and gates are located.
 - 2. Specification 32 13 13.1 Concrete Work (Landscape).

1.3 SUBMITTALS

- A. Product Data: Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for chain-link fences and gates.
 - 1. Fence and gate posts, rails, and fittings.
 - 2. Chain-link fabric, reinforcements, and attachments.
 - 3. Gates and hardware.
- B. Samples for Initial Selection: Manufacturer's color charts or 6-inch lengths of actual units showing the full range of colors available for components with factory-applied color finishes.
- C. Product Certificates: For each type of chain-link fence, and gate, signed by product manufacturer.
 - 1. Strength test results for framing according to ASTM F 1043.
- D. Qualification Data: For Installer.

1.4 QUALITY ASSURANCE

- A. Installer Qualifications: An experienced installer who has completed chain-link fences and gates similar in material, design, and extent to those indicated for this Project and whose work has resulted in construction with a record of successful in-service performance.

- B. Pre-installation Conference: Conduct conference at Project site to comply with requirements in Division 1 Section "Project Management and Coordination."
- C. Gates within accessible path of travel shall conform with the requirements of C.B.C. Section 1133B.2.

1.5 PROJECT CONDITIONS

- A. Field Measurements: Verify layout information for chain-link fences and gates shown on Drawings in relation to property survey and existing structures. Verify dimensions by field measurements.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. Chain-Link Fences and Gates:
 - a. AAA Fence Company, Santa Clara, CA (408) 727-5465
 - b. Builders Fence Company, Inc., Sacramento, CA (916) 381-4065
 - c. Master Halco, Hayward, CA (800) 899-4174
 - d. Security Contractor Services, Inc., San Jose, CA (800) 843-7893
 - e. Steel and Fence Supply, San Jose, CA (408) 573-3779

2.2 CHAIN-LINK FENCE FABRIC

- A. General: Height indicated on Drawings. Provide fabric in one-piece heights measured between top and bottom of outer edge of knuckled selvage. Comply with ASTM A 392, CLFMI CLF 2445.
- B. Zinc-coated fabric shall be galvanized after weaving with a minimum 1.2 ounces of zinc per square foot or surface area and conform to ASTM A392, Class 1. Fabric to be 9 gauge wire woven in a 2" or 1" diamond mesh (or sized as required for privacy slat inserts). Top and bottom selvage to be knuckled.
- C. Polymer Coating (PVC Coated): Minimum 7 mil PVC plastic resin finish. ASTM D 668, Class 2 over metallic-coated steel wire.
 - 1. Color: As selected by Architect from manufacturer's standard color range, complying with ASTM F 934.
 - 2. Coat selvage ends of fabric that is metallic coated before the weaving process with manufacturer's standard clear protective coating.
 - 3. Furnish one piece fabric widths for fencing up to 12 feet high.
 - 4. When PVC coating is specified on drawing, fabric and all exposed fence components shall also be PVC coated.

2.3 INDUSTRIAL FENCE FRAMING

A. Posts and Rails: Comply with ASTM F 1043 for framing, ASTM F 1083 for Group IC round pipe, schedule 40 minimum, hot-dipped galvanized, and the following:

1. End, Corner and Pull Post

Fence Height	Pipe Size
Up to 6 foot fabric height	2.375" OD steel pipe, 3.65 lbs./ lin. ft.
Over 6 and up to 8 foot fabric height	2.875" OD steel pipe, 5.79 lbs./lin. ft.
Over 8 and up to 10 foot fabric height	4.00" OD steel pipe, 9.12 lbs./lin. ft.
Over 10 and up to 12 foot fabric height	4.00" OD steel pipe, 9.12 lbs./lin. ft.

2.

3. Line Posts

Fence Height	Pipe Size
Up to 6 foot fabric height	1.90" OD steel pipe, 2.70 lbs./ lin. ft.
Over 6 and up to 8 foot fabric height	2.375" OD steel pipe, 3.65 lbs./lin. ft.
Over 8 foot up to 10 foot fabric height	2.875" OD steel pipe, 5.79 lbs./lin.ft.
Over 10 and up to 12 foot fabric height	2.875" OD steel pipe, 5.79 lbs./lin.ft.

4.

5. Top, Mid and Bottom Rails

Fence Height	Pipe Size
Up to 12 foot fabric height	1.66" OD steel pipe, 2.27 lbs./lin.ft.

4. Posts, bracing and framing for fences supporting signs, windscreens, shade cloths or anything increasing the load, shall be installed as recommended by a structural engineer for that purpose.

B. Swing Gate Post: Furnish posts for supporting single gate leaf, or one leaf of a double gate installation, for nominal gate widths as follows:

1. Gate fabric height up to and including six (6) feet in height (1.2 m):

Gate Leaf Width	Gate Post Outside Diameter
Up to 4 feet (1.2 m)	2.375 inches (60.3 mm)
Over 4 feet to 10 feet (1.2 to 3.05 m)	2.875 inches (73.0 mm)
Over 10 feet to 18 feet (3.05 to 5.5 m)	4.000 inches (101.6 mm)

2. Gate fabric height over six (6) feet (1.2 m), up to and including twelve (12) feet in height:

Gate Leaf Width	Gate Post Outside Diameter
Up to 6 feet (1.8 m)	2.875 inches (73.0 mm)
Over 6 feet to 12 feet (1.8 to 3.7 m)	4.000 inches (101.6 mm)
Over 12 feet to 18 feet (3.7 to 5.5 m)	6.625 inches (168.3 mm)
Over 18 feet to 24 feet (5.5 m to 7.3 m)	8.625 inches (219.1 mm)

C. Coating for Steel Framing:

1. Metallic Coating:

- a. Type A, consisting of not less than minimum 2.0-oz./sq. ft. average zinc coating per ASTM A 123/A 123M or 4.0-oz./sq. ft. zinc coating per ASTM A 653/A 653M.
- b. Thermally bonded (PVC) plastic resin finish over metallic coating (galv) not less than 10 mils. Color to match chain link fabric.

2.4 INDUSTRIAL SWING GATES

A. General: Comply with ASTM F 900 for single and double swing gate types.

1. Metal Pipe and Tubing: Galvanized steel. Comply with ASTM F 1043 and ASTM F 1083 for materials and protective coatings.
2. Fabric and finish: shall match adjacent fencing.

B. Frames and Bracing: Fabricate members from round, galvanized steel tubing with outside dimension and weight according to ASTM F 900 and the following:

1. Gate Fabric Height: 2 inches less than adjacent fence height.
2. Gate Frame: Assembly using 1 7/8" OD pipe (Group IA or IC) with welded joints. Weld areas repaired with zinc rich coating applied per manufacturer's directions.
3. Leaf Width: As indicated.

C. Frame Corner Construction:

1. Welded or assembled with corner fittings and rivets, and 3/8-inch diameter, adjustable truss rods for gate panels.

D. Hardware: Provide hardware and accessories for each gate, galvanized per ASTM A153, finish to match adjacent fencing, quality for commercial and industrial applications and in accordance with the following:

1. Latches for maintenance gates, fork type or plunger-bar type, permitting operation from both sides of gate, hinges, center gate stops and keepers for each gate leaf more than 5 feet wide. Fabricate latches with integral eye openings for padlocking; padlock accessible from both sides of gate. Install concrete footing to receive drop rod in closed position. Install gate latches at a consistent height above grade throughout the campus, recommended 36" minimum and 44" maximum.
2. Latches for gates in the Accessible Path of Travel: refer to Drawings for "accessible gate latch" detail. Install gate latches at a consistent height above grade throughout the campus, recommended 36" minimum and 44" maximum.
3. Panic Hardware: Refer to Architectural Drawings for panic hardware locations and specifications.
4. Kick Plate: Install on accessible path of travel gates. Fabricate 10" high by width of gate, 1/8" thickness steel, finish to match fence material.

5. Hinges: Size and material to suit gate size, non-lift-off type, offset to permit 180 degree gate opening. Provide one (1) pair of hinges for each leaf under 6' in nominal height and one and one-half (1-1/2) pair of hinges for each leaf 6' and over in nominal height. Adjust and maintain gate spring hinges on accessible man-gates per CBC 11B-404.2.8.2 so that from the open position of 70 degrees, the door shall move to the closed position in 1.5 seconds minimum.
6. Keeper: Provide keeper for vehicle gates, which automatically engages gate leaf and holds it open position until manually released.
7. Double Gates: Provide gate stops for double gates (one for each gate), consisting of standard drop rod with concrete footings installed to receive and secure drop rods. Install fork-type, drop latch with padlock eyes as integral part of latch, permitting both gate leaves to be locked with a single padlock.

2.5 FITTINGS

- A. General: Comply with ASTM F 626.
- B. Post and Line Caps: Provide for each post.
 1. Pressed steel, cast iron or cast aluminum alloy designed to fit snugly over posts to exclude moisture. Fittings to conform to ASTM F626.
 2. Supply dome style caps for terminal posts.
 3. Supply post caps with loop to receive tension wire or top rail on line posts.
- C. Rail and Brace Ends: Pressed steel, cast iron or cast alloy, cup shaped to receive rail brace ends.
- D. Rail Fittings: Provide the following:
 1. Top Rail Sleeves: Pressed-steel or round-steel tubing 0.051 thickness by 7" long, expansion type.
 2. Rail Clamps: Line and corner boulevard clamps for connecting intermediate and bottom rails in the fence line-to-line posts.
- E. Brace Bands: Pressed steel, 12 gauge thickness by 3/4" wide.
- F. Tension Bands: Pressed steel, 14 gauge thickness by 3/4" wide.
- G. Tension Bars: Steel, length not less than 2 inches shorter than full height of chain-link fabric. Provide one bar for each gate and end post, and two for each corner and pull post, unless fabric is integrally woven into post. Bars shall be 3/4" wide by 3/16" thick.
- H. Truss Rod Assemblies: Steel rod, 3/8" diameter merchant quality with turnbuckle, hot-dip galvanized.

- I. Tie Wires, Clips, and Fasteners: According to ASTM F 626.
 - 1. Standard Round Wire Ties: For attaching chain-link fabric to posts, rails, and frames, complying with the following:
 - a. Hot-Dip Galvanized Steel: 0.148-inch diameter wire; galvanized coating thickness matching coating thickness of chain-link fence fabric.

2.6 CAST-IN-PLACE CONCRETE

- A. Materials: Portland cement complying with ASTM C 150, Type I aggregates complying with ASTM C 33, and potable water. Measure, batch, and mix Project-site-mixed concrete according to ASTM C 94/C 94M.
 - 1. Concrete Mixes: Normal-weight concrete, 2% to 4% air entrained with not less than 3000-psi compressive strength (28 days), 3-inch slump, and 1-inch maximum size aggregate.
- B. Materials: Dry-packaged concrete mix complying with ASTM C 387 for normal-weight concrete mixed with potable water according to manufacturer's written instructions.

2.7 POLYMER FINISHES

- A. Supplemental Color Coating: In addition to specified metallic coatings for steel, provide fence components with polymer coating.
- B. Metallic-Coated Steel Tension Wire: PVC-coated wire complying with ASTM F 1664, Class 2b.
- C. Metallic-Coated Steel Framing and Fittings: Comply with ASTM F 626 and ASTM F 1043 for polymer coating applied to exterior surfaces and, except inside cap shapes, to exposed interior surfaces.
 - 1. Polymer Coating: Not less than 10-mil- thick PVC finish.
- D. Color: As selected by Architect from manufacturer's full range, complying with ASTM F 934.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine areas and conditions, with Installer present, for compliance with requirements for a verified survey of property lines and legal boundaries, site clearing, earthwork, pavement work, and other conditions affecting performance.
 - 1. Do not begin installation before final grading is completed, unless otherwise permitted by Architect.
 - 2. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Stake locations of fence lines, gates, and terminal posts. Do not exceed intervals of 500 feet or line of sight between stakes. Indicate locations of utilities, lawn sprinkler system, underground structures, benchmarks, and property monuments.

3.3 INSTALLATION, GENERAL

- A. Install chain-link fencing to comply with ASTM F 567 and more stringent requirements specified.

- 1. Install fencing on established boundary lines inside property line or as indicated.

3.4 CHAIN-LINK FENCE INSTALLATION

- A. Post Excavation: Drill or hand-excavate holes for posts to diameters and spacings indicated and not more than ten 10 feet, in firm, undisturbed soil.

- 1. If diameter is not indicated, excavate holes for line and end posts to twelve (12) inches minimum width. If depth is not indicated, excavate holes for line and end posts to not less than 24" minimum plus an additional 3" for each 12" over 4' fence height. Gate posts shall be larger and as required to support heavy lateral loads. Trowel finish surface and slope to drain away from posts and flush with finish grade.

- B. Post Setting: Set posts in concrete at indicated spacing into firm, undisturbed soil.

- 1. Verify that posts are set plumb, aligned, and at correct height and spacing, and hold in position during setting with concrete or mechanical devices.
 - 2. Concrete Fill: Place concrete around posts to dimensions indicated and vibrate or tamp for consolidation. Extend concrete 2 inches above grade; shape and smooth to shed water. Protect aboveground portion of posts from concrete splatter.
 - 3. Center and align posts in holes 3 inches above bottom of excavation.

- C. Terminal Posts: Locate terminal end, corner, and gate posts per ASTM F 567 and terminal pull posts at changes in horizontal or vertical alignment of 15 degrees or more.

- D. Line Posts: Space line posts uniformly at 10 feet on center maximum unless specified otherwise on Drawing.

- E. Post Tops: Provide weather tight closure cap with loop to receive top rail. One cap for each post.

- F. Post Bracing and Intermediate Rails: Install according to ASTM F 567, maintaining plumb position and alignment of fencing. Install braces at end and gate posts and at both sides of corner and pull posts.
1. Locate horizontal braces at mid-height of fabric 6 feet or higher, on fences with top rail. Install so posts are plumb when diagonal rod is under proper tension.
- G. Tension Wire: Install according to ASTM F 567, maintaining plumb position and alignment of fencing. Pull wire taut, without sags. Fasten fabric to tension wire with 0.120-inch- diameter hog rings of same material and finish as fabric wire, spaced a maximum of 24 inches o.c. Install tension wire in locations indicated before stretching fabric.
1. Top Tension Wire: Install tension wire through post cap loops.
 2. Bottom Tension Wire: Install tension wire within 6 inches of bottom of fabric and tie to each post with not less than same diameter and type of wire.
- H. Top Rail: Install according to ASTM F 567, maintaining plumb position and alignment of fencing. Run rail continuously through line post caps, bending to radius for curved runs and terminating into rail end attached to posts or post caps fabricated to receive rail at terminal posts. Provide expansion couplings as recommended in writing by fencing manufacturer.
- I. Bottom Rails: Install as indicated on drawing in same fashion as top rail installation, spanning between posts. Install tension wire if bottom rail is not called for on drawing.
- J. Chain-Link Fabric: Apply fabric to outside of enclosing framework. Leave 2 inches between finish grade or surface and bottom selvage (except at Tennis Courts, which shall be 1 inch), unless otherwise indicated. Pull fabric taut and tie to posts, rails, and tension wires. Anchor to framework so fabric remains under tension after pulling force is released.
- K. Tension or Stretcher Bars: Thread through fabric and secure to end, corner, pull, and gate posts with tension bands spaced not more than 15 inches o.c. At gates, install fabric with stretcher bars at vertical edges and top and bottom edges. Attach stretcher bars to gate frame at not more than 15 inches o.c.
- L. Tie Wires: Use wire of proper length to firmly secure fabric to line posts and rails. Attach wire at 1 end to chain-link fabric, wrap wire around post a minimum of 180 degrees, and attach other end to chain-link fabric per ASTM F 626. Bend ends of wire to minimize hazard to individuals and clothing.
1. Maximum Spacing: Tie fabric to line posts at 12 inches o.c. and to braces at 24 inches o.c.
- M. Fasteners: Install nuts for tension bands and carriage bolts on the side of the fence opposite the fabric side. Peen ends of bolts or score threads to prevent removal of nuts.

3.5 GATE INSTALLATION

- A. Install gates according to manufacturer's written instructions, level, plumb, and secure for full opening without interference. Attach fabric as for fencing. Attach hardware using tamper-resistant or concealed means. Install ground-set items in concrete for anchorage. Adjust hardware for smooth operation and lubricate where necessary.
- B. Install kick-plate on bottom of gate as shown on details, weld ends to gate frame at 8" o.c. spacing, finish to match fencing material.

3.6 CANTILEVER FENCE SECTIONS

- A. If Contractor elects to install cantilever fence sections where support posts cannot be installed immediately adjacent to a structure:
 - 1. Cantilever section shall terminate 1-1/2" from adjacent structure.
 - 2. Cantilever section shall not extend more than 30" from center of post to adjacent structure.
 - 3. Cantilever section shall be securely welded to nearest post to prevent rotational movement around nearest post.

3.7 ADJUSTING

- A. Gate: Adjust gate to operate smoothly, easily, and quietly, free of binding, warp, excessive deflection, distortion, nonalignment, misplacement, disruption, or malfunction, throughout entire operational range. Confirm that latches and locks engage accurately and securely without forcing or binding.
- B. Lubricate hardware and other moving parts.

3.8 DEMONSTRATION

- A. Engage a factory-authorized service representative to train Owner's personnel to adjust, operate, and maintain gates. Refer to Division 1 Section "Demonstration and Training."

**END OF SECTION 32 31 13
(Revised 1/30/2025)**

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SECTION 32 84 00 PLANTING IRRIGATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Provide complete, automatically controlled, spray sprinkler, turf rotor, bubbler and/or drip underground irrigation system as shown on Drawings.
- B. This Section includes but is not limited to: excavating, backfilling, finish grading, piping, valves, sprinklers, specialties, controls, and wiring for automatic control irrigation system.
- C. Related Sections include the following:
 - 1. Specification Section 31 23 33 Trenching and Backfilling.
 - 2. Specification Section 32 13 13.1 Concrete Work (Landscape).
 - 3. Specification Section 32 90 00 Planting.
 - 4. Specification Section 32 92 00 Turf Planting

1.3 DEFINITIONS

- A. Certified Landscape Irrigation Auditor (CLIA): a person certified to perform landscape irrigation audits by the Irrigation Association Certification Board.
- B. Lateral (Circuit) Piping: Downstream from control valves to sprinklers, rotors, emitters and specialties. Piping is under pressure during flow.
- C. Mainline Piping: Downstream from point of connection to water distribution piping to, and including, control valves. Piping is under water-distribution-system pressure.

D. The following are industry abbreviations for plastic materials:

1. ASME: American Society of Mechanical Engineers.
2. ASTM: American Society for Testing and Materials.
3. AWG-UF: American Wire Gauge - Underground Feeder
4. NFPA: National Fire Protection Association.
5. PSIG: Pounds per Square Inch Gauge.
6. PVC: Polyvinyl Chloride Plastic.
7. SDR: Standard Direct Ratio.
8. V: Volt

1.4 PERFORMANCE REQUIREMENTS

- A. Location of Sprinklers, Rotors, Emitters and Specialties: Design location is approximate. Make minor adjustments necessary to avoid plantings and obstructions such as signs and light standards. Maintain 100 percent, head to head, water coverage of turf and planting areas indicated with uniform coverage and minimum over-spray onto paving and no spray onto buildings and structures.
- B. Minimum Working Pressures: The following are minimum rated pressure requirements for piping, valves, and specialties, unless otherwise indicated:
1. Irrigation Main Piping: 200 psig.
 2. Lateral (Circuit) Piping: 150 psig.
- C. Irrigation Schedule: In accordance with DSA Title 24, Part 11 – Outdoor Water Use Requirements, Contractor shall prepare two (2) – three (3) irrigation schedules, one for plant establishment, one for the established landscape and one for temporarily irrigated areas if applicable. Each schedule shall indicate the number of gallons used and shall target the Estimated Total Water Use (ETWU) and not exceed the Maximum Applied Water Allowance (MAWA) calculated on the Irrigation Plan “California Water Efficient Landscape Worksheet.” Irrigation Schedule shall be submitted at substantial completion. After acceptance of substantial completion, Contractor shall laminate schedule in plastic and place in controller enclosure prior to final completion and end of maintenance. In preparing the Irrigation Schedule, the Contractor shall consider the following:
1. Irrigation interval (days between irrigation).
 2. Irrigation run times.
 3. Number of cycle starts to avoid runoff.
 4. Amount of applied water scheduled to be applied on a monthly basis.
 5. Application rate setting.
 6. Root depth setting.
 7. Plant type setting.
 8. Soil type.
 9. Slope factor setting.
 10. Shade factor setting.
 11. Irrigation uniformity or efficiency setting.

1.5 SUBMITTALS

- A. Product and Project Data: With-in 14 days after award of the contract, furnish the Owner's Representative with submittal data on all items intended for installation. Substitute equipment or material installed without the approval of the Owner's Representative will be removed and replaced with specified items at this Contractor's expense. Submit manufacturer's technical data and installation instructions for irrigation components conforming to requirements of Division 1, Section 01 33 00 Submittal Procedures. Include pressure ratings, rated capacities, and settings of irrigation components. Submittal shall include the following:
1. Backflow device including cage and/or blanket.
 2. Master control valve
 3. Flow Sensor(s)
 4. Hydrometer
 5. Main, lateral (circuit) and sleeving pipe.
 6. Pipe fittings, primer and cement.
 7. Tracer wire and/or warning tape.
 8. Isolation valves.
 9. Remote control valves.
 10. Valve boxes.
 11. Sprinklers, rotors, bubblers, drip emitters.
 12. Swing joints.
 13. Tree bubbler drain tubes.
 14. Controllers. Include wiring diagrams, enclosures and mounting methods.
 15. Control wires. Include splice kits and conduit.
 16. Valve identification tags.
 17. Irrigation Wiring Diagram: Contractor shall prepare and submit an irrigation wire diagram showing location of control wire, common wire, spare control wire and spare common wire with quantities noted at each run shown on copy of irrigation plan in a legible size and format.
 18. Irrigation installation firm qualifications in accordance with "quality assurance".
 19. Name and contact information of certified irrigation auditor performing the irrigation audit for this project.
- B. Coordination Drawings: During the course of construction, maintain orderly set of irrigation drawings and details on project site during installation of irrigation system. Record daily changes showing piping and major system components. Measure and neatly record dimensions for all mainlines, control wire runs, and all other pertinent information facilitating maintenance and extension of the irrigation system to within one (1) foot horizontally and six (6) inches vertically. Indicate interface and spatial relationship between piping, system components, adjacent utilities, and proximate structures. Up to date coordination drawings shall be available for review prior to meetings with the Owner's Representative.

C. Submittals at Substantial Completion:

1. Irrigation Record Drawings. Contractor shall record information gathered on "Coordination Drawings" onto a clean set of Irrigation Plans for documentation of as-built conditions.
2. Controller Legend: Upon approval of record drawing submittal, prepare two (2) legible, reduced to 11" by 17" in size, non-fading, waterproof copies of the Record Irrigation Drawings, laminated between two (2) .020 mm (minimum) plastic sheets, printed on front side only. Attach one (1) copy to door of controller or enclosure and deliver one (1) copy to Owner. Plan sheet shall include the following information:
 - a. Installing Contractor's company name, phone number and address.
 - b. Color coded zone identification by valve.
 - c. Zone start time.
 - d. Zone water duration.
 - e. Type of planting irrigated.
 - f. Valve size, station numbers and controller designations.
3. Contractor shall retain the services of a third party Certified Landscape Irrigation Auditor to perform a landscape irrigation water audit and prepare an irrigation audit report compliant with MWEL0 492.12 including, but not limited to inspection, system tune-up, system test with distribution uniformity, correcting over-spray or run-off and configuring controllers with application rate, soil type, plant factors, slope, sun exposure and other factors necessary for accurate programming. Submit preliminary report at substantial completion, allow for adjustments during maintenance and submit report confirming irrigation installation is compliant with DSA MWEL0 at final completion.
4. Submit Irrigation Schedule for review and approval in accordance with DSA Title 24, Part 1 at substantial completion. Once approved, laminate in plastic and place inside controller enclosure for final completion at end of maintenance period.
5. Contractor shall provide the owner with one (1) quick coupler key with hose swivel per each five (5) quick couplers.
6. Irrigation System Leak Test Results.
7. Irrigation backflow preventer certification.
8. Central control installation certification.
9. Operation and Maintenance Data: For irrigation systems, to include in emergency, operation, and maintenance manuals. In addition to items specified in Division 1 Section "Closeout Procedures," include data for the following:
 - a. Automatic-control valves.
 - b. Sprinklers, rotors and/or emitters.
 - c. Controllers.

1.6 QUALITY ASSURANCE

A. Governing Agency Requirements:

1. For projects subject to review and approval by local governing agencies, Contractor shall comply with the State of California Model Water Efficient Landscape Ordinance at a minimum and shall conform to local codes and/or ordinances, whichever may be more stringent.
2. For projects under review of DSA, Contractor shall comply with the State of California Model Water Efficient Landscape Ordinance requirements at a minimum.

B. Installer Qualifications:

1. Experience: The irrigation installation firm shall have contracted for and successfully completed construction of a minimum of five (5) California public school district construction projects, approved by the Division of the State Architect (DSA), within the past five (5) years of similar size, complexity, budget and scope.
2. Licensure: The irrigation installation firm shall hold a current, active C27 "Landscaping Contractor" license classification by the California State License Board that has been consistently active for at least five (5) years and that has not been suspended or revoked.
3. Supervision: The irrigation installation firm shall have a qualified and experienced irrigation technician on site during irrigation installation.
4. Drip Irrigation: The irrigation installation firm shall have contracted for and successfully complete construction of a minimum of five (5) drip irrigation installations within the past five (5) years of similar size and complexity.

C. Manufacturer Qualifications: Provide underground irrigation system as a complete unit. Each type component produced by a single acceptable manufacturer, including heads, valves, controls and accessories.

D. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.

E. Pipe crossings beneath fire Lanes: Comply with NFPA 24-10, Depth of Cover at Fire Access Lanes.

F. Pre-installation Conference: Conduct conference at Project site to comply with requirements in Division 1 Section "Project Management and Coordination"

- G. All work and materials shall be in strict accordance with the latest rules and regulations of the State Fire Marshall, Safety Orders of the Division of Industrial Safety, National Electrical Code, California Administrative Code, part 4, Title 24, “Basic Mechanical Regulations” and other applicable state or local laws or ordinances. Nothing in these drawings or specifications is to be construed as permitting work which does not conform to the codes or regulations.
- H. Contractor shall provide all licenses, fees and other charges required for completion of the work.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Deliver piping with factory-applied end caps. Maintain end caps through shipping, storage, and handling to prevent pipe-end damage and to prevent entrance of dirt, debris, and moisture.
- B. Store plastic piping protected from direct sunlight. Support to prevent sagging and bending.

1.8 PROJECT CONDITIONS

- A. Interruption of Existing Water Service: Do not interrupt water service to facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary water service according to requirements indicated:
 - 1. Notify Owner’s Representative no fewer than two days in advance of proposed interruption of water service.
 - 2. Do not proceed with interruption of water service without Owner’s Representative’s written permission.
- B. Interruption of Existing Irrigation Service: Do not interrupt existing to remain irrigation service. Prior to demolition work and prior to beginning irrigation work, review project site and meet with Owner Representative to review locations and connections of existing to remain irrigation system. Coordinate with General Contractor to ensure existing irrigation remains in place and operable through the duration of construction. In the event existing irrigation is shut off or damaged during construction, contractor shall provide temporary connections or modifications to continue water service to existing to remain planting material or turf to maintain in a healthy growing condition throughout construction. In the event water service is not available, contractor shall apply water through manual delivery means as necessary. Obtain approval from Owner’s Representation two days in advance of any planned disruptions in water service.

1.9 COORDINATION

- A. Coordinate size and location of concrete bases. Cast anchor-bolt inserts into bases. Concrete, reinforcement, and formwork requirements are specified in Division 3.

1.10 MAINTENANCE

- A. Irrigation maintenance shall coincide with planting maintenance, refer to Specification 32 90 00 "Planting". In the event planting is not part of this work, maintenance shall begin at written approval from Owner's Representative of substantial completion, run ninety (90) calendar days and until receipt of Owner's Representative's written acceptance of completion of punch list items.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Use new materials of brands shown on Drawings, specified herein or approved equal.
- B. Use existing materials if shown on Drawings.
- C. Substitution of sprinklers, rotors, drip, valves and controllers will not be allowed due to variation in flows, precipitation rates, friction losses, and sizing and maintaining consistency with client equipment standards.

2.2 PIPES, TUBES, AND FITTINGS

- A. Above Grade Irrigation Mainline Piping: Steel Pipe: ASTM A 53/A 53M, Schedule 40, Type S or E, Grade A or B, galvanized with threaded ends.
 - 1. Steel Pipe Nipples: ASTM A 733, made of ASTM A 53/A 53M or ASTM A 106, Schedule 40, galvanized, seamless steel pipe with threaded ends.
 - 2. Malleable-Iron Unions: ASME B16.39, Class 150, hexagonal-stock body with ball-and-socket, metal-to-metal, bronze seating surface, and female threaded ends.
 - 3. Gray-Iron Threaded Fittings: ASME B16.4, Class 125, galvanized, standard pattern.
 - 4. Cast-Iron Flanges: ASME B16.1, Class 125.
 - 5. Cast-Iron Flanged Fittings: ASME B16.1, Class 125, galvanized.
- B. Mainline Piping: (unless specified otherwise on Drawings):
 - 1. Class 200 (C900), gasketed, purple reclaimed water PVC pipe, ASTM D-2241, NSF approved (size 6" and larger).
 - 2. Class 315 purple reclaimed water PVC pipe, ASTM D-2239, NSF approved (size 2-1/2" to 4").
 - 3. Schedule 40 purple reclaimed water PVC pipe, ASTM D-1785, NSF approved (size 2" and smaller).
 - 4. Fittings to be schedule 80 PVC.

- C. Lateral Line Piping (unless specified otherwise on Drawings):
 - 1. Schedule 40 purple reclaimed water PVC pipe, ASTM D 2466, NSF approved.
 - 2. Fittings to be schedule 40 PVC.

- D. Sleeves (unless specified otherwise on Drawings):
 - 1. For irrigation piping, use schedule 40 purple PVC pipe, NSF approved, size and quantity as required for irrigation piping unless otherwise specified on drawings..
 - 2. For irrigation wiring, use schedule 40 PVC pipe, UL listed, NEMA TC-6, ANSI/UL651, ASTM F512, for outdoor, direct bury applications, PVC, size and quantity as required, unless otherwise specified on Drawings.
 - 3. Fittings to be schedule 40 PVC.

2.3 Valves:

- A. BACKFLOW PREVENTION DEVICE:
 - 1. As indicated on the Drawings.

- B. BOOSTER PUMP:
 - 1. As indicated on the drawings.

- C. ISOLATION VALVES:
 - 1. As indicated on the drawings.

- D. QUICK-COUPLING VALVES:
 - 1. As indicated on the drawings.

- E. REMOTE CONTROL VALVES:
 - 1. As indicated on the drawings.

- F. VALVE BOXES:
 - 1. In paved areas, use Christy or Carson concrete utility box, size as required.
 - 2. In planting areas, use Carson plastic underground enclosure with locking lid, bolt and washer, size as required, color to be green for potable water and purple for non-potable water systems.
 - 3. Valve boxes to be rectangular for remote control valves and ball or gate valves and round for quick coupling valves.
 - 4. Valve box lid shall be labeled "IRRIGATION".

G. PULL BOXES AND SPLICE BOXES:

1. In paved areas, use Christy concrete utility box, size as required.
2. In planting areas, use Carson plastic underground enclosure with locking lid, bolt and washer, size as required, color to be green for potable water and purple for non-potable water systems.
3. Valve boxes to be rectangular for remote control valves and ball or gate valves and round for quick coupling valves.
4. Box lid to be labeled "IRRIGATION".

H. WIRE MESH AT VALVE BOXES:

1. 1/2 inch by 1/2", 16 gauge, galvanized wire mesh hardware cloth.

I. VALVE IDENTIFICATION TAGS:

1. Shall be plastic yellow in color for potable water systems and purple in color for recycled water systems with 1 1/8" stamped black letters indicating controller/station number.

J. SAND BACKFILL:

1. Shall consist of natural sand, manufactured sand, existing of native material, or combinations thereof, and shall conform to ASTM C-40 Organic Impurities, ASTM D-2419 Sand Equivalent and a pH value between 4.5 and 9.

K. VALVE BOX ROCK:

1. Shall be 3/4" or smaller drain rock or pea gravel unless specified otherwise on Drawings.

L. VALVE BOX SUPPORT BRICK:

1. Shall be common red brick unless specified otherwise on Drawings.

2.4 AUTOMATIC-CONTROL SYSTEM:

A. CONTROLLER: As indicated on Drawings.

B. AUTOMATIC CONTROLLER GROUNDING:

1. Contractor shall install grounding recommended by manufacturer for installation method detailed on this product.

C. 24 VOLT WIRING:

1. All 24 V line to be #14-1 AWG-UF. Control wire insulation to be red in color and spare wire to be yellow in color. 24 V common wire to be #12-1 AWG-UF, insulation to be white in color and spare common insulation shall be black in color.

D. SPLICING MATERIALS:

1. Manufacturer's packaged kit consisting of insulating, spring-type connector or crimped joint and epoxy resin moisture seal; suitable for direct burial.

E. CONNECTORS:

1. Shall be Splice-Kote, Dura Seal heat shrink waterproof nylon wire connectors, or 3M "DBY" connectors.

2.5 TRACER WIRE/DETECTABLE WARNING TAPE:

- A. Install tracer wire or detectable warning tape as indicated on Drawings.
- B. Tracer Wire: #8 solid Bare Copper Wire.
- C. Detectable Warning Tape: Electronically detectable plastic tape with metallic core, Terra Tape D, manufactured by Griffolyn Co., or equal, two (2) inches in width, continuously imprinted "caution buried water line".

2.6 CONCRETE THRUST BLOCKING:

- A. Shall be clean, Portland Cement Concrete, cast in place, five sacks of cement per cubic yard mixture with a 28-day compressive strength of 2,500 PSI.

2.7 SPRINKLERS AND/OR EMITTERS:

- A. As indicated on the drawings. Drip system fittings shall be of same manufacturer and/or as recommended by manufacturer.

2.8 SPRINKLER SPECIALTIES:

- A. As indicated on the drawings.

PART 3 - EXECUTION

3.1 EARTHWORK

- A. Refer to Division 31 "Earthwork" for excavating, trenching, and backfilling.

- B. Install piping and wiring in sleeves under sidewalks, roadways, and parking lots, and under or through footings and building walls.
1. Install piping sleeves by boring or jacking under existing paving if possible.
 2. Install quantity and size of sleeves required for the project for irrigation piping, PVC for irrigation pipes and conduit for electrical wires.
 3. Sleeves shall extend twelve (12) inches beyond edges of paving and walls with ends capped.
- C. Provide minimum cover over top of underground piping according to the following:
1. Irrigation Mainline Piping: Minimum depth of 24 inches below finished grade to top of pipe.
 2. Lateral Piping: Minimum depth of 18 inches below finished grade to top of pipe.
 3. Sleeves containing control wires, mainline and/or lateral piping beneath standard paving: Minimum depth of 24 inches from finish surface to top of sleeve.
 4. Sleeves containing control wires, mainline and/or lateral piping beneath vehicular paving including fire lanes/emergency vehicle access (EVA): Minimum depth of 36 inches from finish surface to top of sleeve.
 5. Drip Irrigation: Install drip and/or emitter lines and tubing as detailed on Drawings.
- D. Excavate trenches with vertical sides, uniform bottom, free of deleterious materials, and wide enough for pipes to lay side by side, fully supported on bottom. Minimum 3" clearance between pipes. Twelve (12") inch minimum width for mainlines and six (6") inch minimum width for lateral lines.
- E. Trenches with pressure pipe and control wiring to be backfilled with sand to 6 inches minimum above top of pipe. Continue backfilling in 6 inch layers with soil free of rocks or waste materials. Compact soil to a density equal to the surrounding undisturbed soil, but not less than 90%. Any subsequent depressions filled at the Contractor's expense. Particular attention is directed to firmly tamp and moistening around sprinkler heads and quick-couplers.
1. For Irrigation pipe three (3) inches and larger in size, install additional six (6) inch depth sand beneath piping.
- F. Trenches and backfill installed under paving, asphalt concrete or concrete shall be backfilled with sand and compacted in layers equal in density to the adjacent undisturbed soil or to 90% compaction, using manual or mechanical tamping devices. All trenches shall be left flush with the adjoining grade.
1. The Contractor shall set in place, cap and pressure test pressurized mainline under paving prior to the paving installation.
 2. For irrigation pipes three (3) inches and larger in size, install additional six (6) inch depth sand beneath piping.

3.2 PREPARATION

- A. Set stakes to identify locations of proposed irrigation system. Obtain Owner's Representative's approval before excavation.

3.3 PIPING APPLICATIONS

- A. Install components having pressure rating equal to or greater than system operating pressure.
- B. Piping in control valve boxes and above ground may be joined with flanges instead of joints indicated.
- C. Above Ground Irrigation Mainline Piping: Use any of the following piping materials for each size range:
 - 1. NPS 4 and Smaller: Steel pipe; malleable-, gray-, or cast-iron fittings; and threaded joints.
 - 2. NPS 5 and Larger: Steel pipe; malleable-, gray-, or cast-iron fittings; and threaded joints.
- D. Underground irrigation main piping shall be purple recycled water pipe, polyvinyl chloride (Type I) plastic pipe PVC 1120 and NSF approved, Schedule 40 PVC solvent-weld.
- E. Underground Irrigation Lateral (Circuit) piping shall be purple recycled water pipe, polyvinyl chloride (Type I) plastic pipe PVC 1120 and NSF approved, schedule 40 PVC solvent-weld.
- F. Mainline pipe sizes 6" and larger shall use gasketed pipe with bell fittings. Where solvent weld joints are required, contractor shall additionally install concrete thrust blocking.
- G. Underground Branches and Offsets at Sprinklers and Devices: Schedule 80, PVC pipe; threaded PVC fittings; and threaded joints.
- H. Mainline Fittings and Couplings: Schedule 80, PVC pipe, solvent weld up to 4" and gasketed with bell fittings 6" and larger pipe.
- I. Risers to Aboveground Sprinklers and Specialties: ASTM A-120 Schedule 40 galvanized steel pipe with 150 lb. banded galvanized malleable iron fittings.

- J. Double Swing Joint Assembly:
1. Install double swing joint at all sprinkler heads and quick couplers.
 2. Elbows shall be PVC Class 1220, Schedule 40.
 3. Install as follows:
 - a. Screw 2 inch long nipple horizontally into plastic tee or ell at lateral line.
 - b. Screw on elbow and a 6 inch long nipple.
 - c. Screw on another elbow and a 2 inch long nipple and install riser vertically to head, or quick coupler valve.
 - d. Swing joint must offset to the right.
- K. Sleeves: Schedule 40 PVC pipe and socket fittings; and solvent-cemented joints.
- L. Transition Fittings: Use transition fittings for plastic-to-metal pipe connections according to the following:
1. Couplings:
 - a. Underground Piping NPS 1-1/2 and Smaller: Manufactured fitting or coupling.
 - b. Underground Piping NPS 2 and Larger: AWWA transition coupling.
 2. Fittings:
 - a. Aboveground Piping: Plastic-to-metal transition fittings.
 - b. Underground Piping: Union with plastic end of same material as plastic piping.
- M. Dielectric Fittings: Use dielectric fittings for dissimilar-metal pipe connections according to the following.
1. Underground Piping:
 - a. NPS 2 and Smaller: Dielectric couplings or dielectric nipples.
 - b. NPS 2-1/2 and Larger: Prohibited except in valve box.
 2. Above ground Piping:
 - a. NPS 2 and Smaller: Dielectric unions.
 - b. NPS 2-1/2 to NPS 4: Dielectric flanges.
 3. Piping in Valve Boxes or Vaults:
 - a. NPS 2 and Smaller: Dielectric unions.
 - b. NPS 2-1/2 to NPS 4: Dielectric flanges.
 4. Dielectric fittings are specified in Division 22 Plumbing.

3.4 VALVE APPLICATIONS

- A. Backflow Prevention Devices:
 - 1. New and relocated backflow devices must be tested at time of installation. Contractor shall have test performed by a Certified Backflow Tester who has a current State of California Contractor's license C-36 or General Contracting License.
 - 2. For new backflow preventer installation, a Certified Tester shall test and provide results and certification to the Owner's Representative within five (5) days of the date of testing and to provide any testing data or certification required by the local water provider. A Department of Public Health sticker shall be placed on backflow device before the system is accepted by the Owner's Representative.
 - 3. Install per local codes and water purveyor requirements.
 - 4. A Department of Public Health sticker shall be placed on backflow device before the system is accepted by the Owner's Representative.
- B. Underground Gate/Ball Valves: Install in control-valve box as detailed on drawings.
- C. Underground, Manual Control Valves: Install in manual control-valve box as detailed on drawings.
- D. Remote Control Valves: Install in control-valve box as detailed on drawings.
- E. Drain Valves: Install in control-valve box as detailed on drawings.
- F. Install each valve in a separate valve box (unless noted otherwise in Drawings and details) and in appropriate locations as shown on Drawings. Allow 12 inches between valve boxes and between valve boxes and walls or walks or landscape edges. Boxes shall be arranged perpendicular and parallel to each other and aligned in a row.

3.5 PIPING INSTALLATION

- A. Location and Arrangement: Drawings indicate location and arrangement of piping systems. Install piping as indicated unless deviations are approved on Coordination Drawings. Piping shown on drawings is diagrammatic. General arrangement of piping shall be followed as near as practical. Where piping is shown running continuously in paving and adjacent to planting area, intent is to install piping within planting areas where practical.
- B. Install pipe sleeves at all points where pipes pass through concrete, asphalt or masonry. In footings, allow 1 inch clearance around pipe, and in other locations allow 1/2 inch. Each end of sleeve shall extend twelve (12) inches beyond edge of paving or structure above. Provide removable non-decaying plug at each end of sleeve to prevent intrusion of earth and debris.

- C. If drain valves are used, install piping at minimum uniform slope of 0.5 percent down toward drain valves.
- D. Install piping free of sags and vertical bends.
- E. Install groups of pipes parallel to each other, spaced to permit valve servicing.
- F. Install fittings for changes in direction and branch connections. Pipe bending shall not exceed manufacturer recommended radii.
- G. Install flanges adjacent to valves and to final connections to other components with NPS 2-1/2 or larger pipe connection.
- H. Install dielectric fittings to connect piping of dissimilar metals.
- I. Install underground thermoplastic piping according to ASTM D 2774 and ASTM F 690.
- J. Lay piping on solid sub-base, fully and evenly supported by bedding, uniformly sloped without humps or depressions.
- K. Install PVC piping in dry weather when temperature is above 40 degrees F (5 degrees C). Allow joints to cure at least 24 hours at temperatures above 40 degrees F (5 degrees C) before testing unless otherwise recommended by manufacturer.
- L. Snake pipe a minimum of one (1) additional foot per one hundred (100) feet of pipe to allow for expansion and contraction.
- M. Cap or plug openings as soon as lines have been installed to prevent intrusion of debris.
- N. Install concrete thrust blocking, at a minimum, on pressurized mainline three (3) inches and larger in size at changes in direction, connections or branches from mainline and dead ends and as necessary to prevent pipe movement thrusts created by internal water pressure. Concrete shall be placed directly on the fitting perpendicular to the line of thrust and also against the undisturbed earth. The amount of concrete shall be in accordance to the pressure, angle and soil type. Refer to pipe manufacturer for calculating exact size of thrust blocking material, 2022 CPC and IAPMO installation standards.

- O. After installation of pipe lines and sprinkler risers, and prior to installation of sprinkler heads, automatic valves and quick couplers, thoroughly flush all lines with a full head of water to remove any foreign material, scale, sediment, etc.

3.6 TRACER WIRE

- A. Install as detailed along all new irrigation mainline piping on bottom of trench, carefully run to avoid stress from backfilling and shall be continuous throughout the mainline pipe runs. Fasten tracer wire to mainline at eight (8) foot intervals with tape. Take precautions to ensure tape is not damaged or misplaced during backfill operations.
- B. Tracer wire shall follow mainline pipe and branch lines, originating in irrigation valve box at gate, ball or remote control valve located closest to irrigation point of connection and run to ball, gate and/or remote control valves at the end of mainline runs or shall loop entire system where mainlines are looped.
- C. Record locations of tracer wire origin and terminations on project record drawings.

3.7 DETECTABLE WARNING TAPE

- A. Install tape with printed side up, directly over mainline pipe and on top of sand backfill, 18 inches below grade. Take precautions to ensure tape is not damaged or misplaced during backfill operations.

3.8 JOINT CONSTRUCTION

- A. Refer to Division 22 Section "Piped Utilities -- Basic Materials and Methods" for basic pipe joint construction.
- B. Install threaded pipe joints as follows:
 - 1. Use pipe joint sealant for all plastic to plastic and plastic to steel joints, do not apply to sprinkler inlet ports.
 - 2. For PVC, hand tighten only. Do not over tighten threaded joints. Thread until fitting stops, then add a half turn.
 - 3. Use pipe joint compound and/or Teflon tape for all steel to steel joints.
- C. Install gasketed joint per manufacturer recommendations (printed on pipe material) and using the lubricant supplied with the pipe.

3.9 VALVE INSTALLATION

- A. Underground Gate/Ball Valves: Install in valve box as detailed on drawings.
- B. Underground, Manual Control Valves: Install in manual control valve box as detailed on drawings.

- C. Remote Control Valves: Install in control valve box as detailed on drawings.
- D. Drain Valves: Install in control valve box as detailed on drawings.
- E. Install each valve in a separate valve box (unless noted otherwise in Drawings and details) and in appropriate locations as shown on Drawings. Allow 12 inches between valve boxes and between valve boxes and walls or walks or landscape edges. Boxes shall be arranged perpendicular and parallel to each other and aligned in a row.

3.10 SPRINKLER INSTALLATION

- A. Locate part-circle sprinklers to maintain a minimum distance of six (6) inches from adjacent paving and edges and twelve (12) inches clearance from walls, fences and other structures, unless otherwise indicated on Drawings.
- B. Spray sprinklers shall not be installed less than 24” from non-permeable surfaces unless the adjacent non-permeable surface is constructed to drain entirely to the landscape area.
- C. Swing Joint Assembly:
 - 1. Install triple swing joint at all sprinkler heads and quick couplers.
 - 2. Elbows shall be PVC Class 1220, Schedule 40.
 - 3. Install as follows:
 - a. Screw 2 inch long nipple horizontally into plastic tee or ell at lateral line.
 - b. Screw on elbow and a 6 inch long nipple.
 - c. Screw on another elbow and a 2 inch long nipple.
 - d. Screw on another elbow and install riser vertically to head, or quick coupler valve.
 - e. Swing joint must offset to the right.
- D. Sprinkler Installation:
 - 1. Install sprinklers heads as shown on drawings and details.
 - 2. Install plumb to finish grade.
 - 3. Tool tighten all sprinkler body covers and nozzles.

3.11 DRIP/EMITTER INSTALLATION

- A. Minimum cover sub-surface drip tubing: drip and/or emitter lines shall be installed as detailed with drip tubing installed four (4) inches grade and below the mulch top dressing layer.

- B. Minimum cover of tubing to individual shrubs: shrub bubbler tubing shall be installed to a depth of (4) inches and rising to the surface at target shrub rootball. No more than one (1) inch of tubing shall be exposed at shrub rootball.
- C. Backfill after lines have been reviewed, tested for leaks and approved by Owner's Representative.
- D. Assembling drip system shall keep pipe and tubing free from dirt and debris, pipe ends shall be cut square, deburred and cleaned.
- E. Flush piping prior to installing remote control valve assembly (control zone kit assembly).
- F. Follow manufacturer recommendations.

3.12 AUTOMATIC-CONTROL SYSTEM INSTALLATION:

- A. Exact location of controllers shall be reviewed and approved by Owner's Representative.
- B. Provide connection to nearest available 110 volt electrical service.
- C. Contractor shall install grounding system per manufacturer recommendations.
- D. Prior to installation of hardscape, coordinate and install electrical supply and control wire conduit, size and quantity as required for each controller and spare wiring. Install pull boxes and conduit from clock location.
- E. Control wiring shall be neatly coiled beneath controller terminal strip and labeled with corresponding station number. Controller terminal strip cover plate shall fasten securely in place.
- F. Contractor is responsible to provide fully automatic system operated by specified controller(s). Contractor shall install quantity of red wiring equal to the number of stations on the specified irrigation controller(s), plus five (5) yellow spare control wires for each controller, a common white wire and a spare common black wire. Example, 24 station clock shall have 24 control wires, 5 spare control wires and 2 common wires installed with mainline and running through all associated valve boxes. Wires shall be installed per plans and details from remote control valve(s) to controller(s).

- G. Example of mainline that is not looped and terminates in 3 locations with a 24 station clock and 18 stations used:
1. Wire quantities shall be:
 - a. 18 red control wires for stations 1-18
 - b. 6 red control wires for un-used stations 19-24
 - c. 1 white common wire
 - d. 1 black spare common wire
 - e. 5 yellow spare wires
 2. Wire runs:
 - a. 18 red control wires (stations 1-18) shall run from controller to corresponding valve.
 - b. 6 red control wires (un-used stations 19-24) shall run from controller with 2 running down each of the 3 mainline terminations and looping through each valve box.
 - c. 1 white common wire shall run from controller and connect to each valve associated with that controller.
 - d. 1 black spare common wire shall run from controller and connect to each valve associated with that controller.
 - e. 5 yellow spare control wires shall run from controller and loop through each valve box associated with that controller.
 3. Contractor shall label all wires with water-proof marking with corresponding station number or as spare control wire, spare common wire or spare stations 19-24.
- H. Wiring path is not shown on drawings and shall run from specified controller(s) to irrigation pull box if shown, then to the nearest irrigation mainline location, follow mainline (existing and/or new) to each remote control valve. Indicate wire location on record drawings where it does not follow mainline. Common and spare wires shall loop through entire system. Wiring may be shown on drawings only where required for future irrigation extensions.
- I. Wiring may be shown on drawings only where required for future irrigation extensions.
- J. Irrigation Central Control system is standard for this project.
- K. Irrigation Central Control System must be compatible with owners central control software and hardware. Contractor shall ensure controller communicates properly with project central computer and receives daily downloads for weather updates.

3.13 CONNECTIONS/ELECTRICAL WIRING

- A. Drawings indicate general arrangement of piping, fittings, and specialties.
- B. Ground equipment according to Division 16 Section.
- C. Connect wiring according to Division 16 Section.
- D. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A and UL 486B.
- E. 24 volt splices to be made with 3M Co. #3577 splice kit, as to manufacturer's instructions. Splices to be made only at valve box or pull box.

3.14 REMOTE CONTROL VALVE WIRING

- A. Wires shall be installed in electrical conduit between controller and pull box. Pull box to be located in ground nearest controller. Top of box to be flush with finish grade.
- B. Provide separate irrigation wire sleeves under concrete or asphalt for irrigation wires, size and quantity as required, 24" minimum cover in planting areas and 36" minimum cover under fire lanes and pavements. All wires from the pull box shall be direct burial. The wiring shall be bundled and secured to the lower side of the irrigation pipe at 10 foot intervals with plastic electrical tape.
- C. Wires from the pull box shall be direct burial. The wiring shall be bundled and secured to the lower side of the irrigation pipe at ten (10) foot intervals with plastic electrical tape. Provide a minimum of 24 inches excess of coil of control wires in each 100 feet of run to controller. Sufficient slack shall be left in the wire to provide for expansion and contraction.
- D. Provide 24 inches excess of coil of control wires in each 100 feet of run to controller.
- E. Provide 24 inches excess of coil of control wires in each valve box and pull box.
- F. Control wires to be buried a minimum of 24 inches below finish grade.
- G. Wiring shall be tested for continuity, open circuits and unintentional grounds prior to connecting to equipment.
- H. Install irrigation wire splice boxes where wire splices are necessary.

3.15 LABELING AND IDENTIFYING

- A. Valve Identification Tags: Install valve identification tag on each remote control valve with corresponding controller station number.

3.16 FIELD QUALITY CONTROL

- A. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including connections. Report results in writing.
- B. For landscape projects 2,500 square feet and larger, after substantial completion, Contractor shall schedule an Irrigation Audit to be performed by a third-party certified landscape irrigation auditor. Contractor shall make necessary adjustments, if any, during maintenance period and provide written certification of installation from certified landscape irrigation auditor as part of final completion and end of maintenance.
- C. Perform the following field tests and inspections in the presence of the Inspector and/or Owner's Representative with 72 hours advance notice. Contractor shall record date, time, names of those present and results and submit to Owner's Representative prior to requesting substantial completion review:
 - 1. Leak test of pressurized mainline: After installation of mainline and prior to installing remote control valves, quick coupling valves or other valve assemblies and prior to backfilling trenches, test the mainline for leaks as follows:
 - a. Testing shall occur with trenches open. Center load piping with small amounts of backfill between fittings to prevent pipe displacement, arching or slipping. Fittings to be visible for testing.
 - b. Exercise care in filling the system with water to prevent excessive surge pressure and water hammer
 - c. Test pressurized mainline piping under hydrostatic pressure of 125 psi for six (6) continuous hours, minimum, with no more than five (5) psi drop in pressure. Coordinate with Owner's Representative for initial observation of beginning test and observation after test.
 - d. Correct deficiencies revealed by test and repeat pressure test to the satisfaction of the Owner's Representative.
 - 2. Operational Test: After electrical circuitry has been energized, operate controllers and automatic control valves to confirm proper system operation.

3. Coverage Test: When the irrigation system has been completed, the Contractor, in the presence of the Architect and Owner's Representative, shall perform a Coverage Test to determine if the coverage of water is complete and adequate, the sprinkler heads and/or emitters function according to manufacturers' data and according to the intent of the construction documents. Replace irrigation components not performing satisfactorily and/or respace sprinklers and/or nozzles and/or emitters as necessary to provide complete irrigation coverage of plant material.
 - a. For new turf areas, Contractor shall demonstrate irrigation coverage over amended planting area and prior to installation of sod and/or seeded turf.
4. Substantial Completion Review: At substantial completion of this Section, work shall be reviewed for conformance with the Drawings and Contractor shall make recommended repairs and/or corrections in a timely manner and prior to final completion.
 - a. At substantial completion, Contractor shall submit documentation per 1.5 "Submittals at substantial completion" to Architect for review and acceptance.
 - b. At substantial completion, Contractor shall deliver spare parts to Owner's Representative per 1.5 "Submittals at substantial completion".
 - c. At substantial completion, contractor shall submit Certified Landscape Irrigation Auditor preliminary report on irrigation system.
5. Final Completion Review: After substantial completion repairs and/or corrections have been completed and at the end of the maintenance period, work shall be reviewed for final completion and approved by Owner's Representative in writing.
 - a. At final completion, Contractor shall submit Certified Landscape Irrigation Auditor final report confirming irrigation installation is compliant with DSA MWELo requirements.

3.17 CLOSING IN UN-INSPECTED WORK

- A. The Contractor will pay all costs necessitated by required opening, restoration and correction of all work closed in or concealed before inspection, testing as required, and approval by authorized inspections.

3.18 STARTUP SERVICE

- A. Verify that controllers are installed and connected according to the Contract Documents.
- B. Verify that electrical wiring installation complies with manufacturer's submittal and installation requirements in Division 16 Sections.
- C. Complete startup checks according to manufacturer's written instructions.

3.19 MAINTENANCE SCHEDULE

- A. Fine tune and adjust irrigation system weekly coinciding with the landscape and/or turf planting maintenance period.
- B. Adjust settings of controllers within WELO water budget and with seasonal changes.
- C. Adjust automatic control valves to provide flow rate of rated operating pressure required for each sprinkler circuit.
- D. Adjust sprinklers so they will be flush with, or not more than 1/2 inch above, finish grade.
- E. Fill irrigation trenches due to settling.

3.20 CLEANING

- A. Completely flush dirt and debris from piping before installing sprinklers and other devices.
- B. After completion, cleanup and remove all resultant debris from site.

3.21 DEMONSTRATION

- A. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain controller and automatic control valves. Refer to Division 1 Section "Demonstration and Training."

3.22 GUARANTEE (Project Close-out Item)

- A. Furnish a written Guarantee to the Owner, dated from the date of Final Acceptance, against defective workmanship, materials or components and guaranteeing repair or replacement for a period of 1 year; further guarantee restoration of all damage caused by leaks in the Irrigation System for a like period.
- B. Guarantee that the entire installation was made in accordance with the drawings, specifications and manufacturer's recommendations, using designated materials and installation procedures.
- C. Submit duplicate copies of the Guarantee for approval by the Owner's Representative. Approval is mandatory before final payment and acceptance.
- D. The guarantee for the irrigation system shall be made in accordance with the form attached at the end of this Section. The guarantee form shall be retyped onto the Contractors letterhead and contain the information shown.

GUARANTEE FOR SPRINKLER IRRIGATION SYSTEM

We hereby guarantee that the sprinkler system we have furnished and installed is free from defects in materials and workmanship, and the work has been completed in accordance with the drawings and specifications, ordinary wear and tear and unusual abuse or neglect excepted.

We agree to repair or replace any defects in materials and workmanship which may develop during the period for one (1) year from the date of acceptance and also to repair or replace any damage resulting from the repairing or replacing of such defects at no additional cost to the Owner. We shall make such repairs or replacements within a reasonable time, as determined by the Owner, after receipt of written notice.

The Owner reserves the right to make temporary repairs as necessary to keep the irrigation system and equipment in operating conditions. This shall not relieve the Contractor of his responsibilities under this Guarantee.

In the event of failure to make such repairs or replacements within a reasonable time after receipt of written notice from the Owner, we authorize the Owner to proceed to have said repairs or replacements made at our expense and we will pay the costs and charges therefore upon demand.

Project: _____

Location: _____

Name of Contractor: _____

Signed: (Authorized Signature) _____

Print Name of Authorized

Signature _____

Address: _____

Phone: _____ Date of

Acceptance: _____

**END OF SECTION 32 18 16.13
(Revised 1/30/2025)**

SECTION 32 90 00 PLANTING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:

- 1. Trees.
- 2. Shrubs.
- 3. Edgings.
- 4. Planters.
- 5. Bio-retention Basin.

- B. Related Sections include the following:

- 1. Specification Section 01 56 39 "Tree and Plant Protection".
- 2. Specification Section 31 05 13 "Earthwork" for excavation, filling and rough grading and for subsurface aggregate drainage and drainage backfill materials.
- 3. Specification Section 32 84 00 "Planting Irrigation".

1.3 DEFINITIONS

- A. Container-Grown Stock: Healthy, vigorous, well-rooted exterior plants grown in a container with well-established root system reaching sides of container and maintaining a firm ball when removed from container. Container shall be rigid enough to hold ball shape and protect root mass during shipping and be sized according to ANSI Z60.1 for kind, type, and size of exterior plant required.
- B. Finish Grade: Elevation of finished surface of planting soil.
- C. Import Topsoil: Shall be obtained from a local source and coming from a site with similar soil characteristics as the project site. Topsoil shall be fertile, friable, natural loam surface soil, reasonably free of subsoil, clay lumps, brush, weeds and other litter and free of roots, stumps, stones and rocks and other extraneous or toxic matter harmful to plant growth.

- D. **Manufactured Topsoil:** Soil produced off-site by homogeneously blending mineral soils or sand with stabilized organic soil amendments to produce topsoil or planting soil.
- E. **On-site Topsoil:** Naturally occurring, on-site, surface soil, usually occurring in the top four (4) to twelve (12) inches of original, undisturbed surface soil containing organic material, micro-organisms, necessary nutrients and minerals to sustain plant growth and be approved to sustain plant life by an approved soil and plant lab.
- F. **Planting Soil:** On-site topsoil, import topsoil or manufactured topsoil.
- G. **Subgrade:** Surface or elevation of subsoil remaining after completing excavation, or top surface of a fill or backfill, before placing planting soil.
- H. **Plant material:** Exterior plants contained within the planting plan legend in categories of Trees, Shrubs, Vines, Perennials, Annuals and/or Ground Covers.
- I. **Substantial completion for landscape and irrigation:** Work shall be considered substantially complete when irrigation, planting, turf planting and seeding are installed correctly per plans and specifications with only minor adjustments required and approval has been submitted in writing by Owner's Representative.
- J. **Final completion for landscape and irrigation:** Work shall be considered complete when irrigation, planting, turf planting and seeding are installed correctly per plans and specifications and the maintenance period has been completed per plans and specifications and approval has been submitted in writing by Owner's Representative.

1.4 SUBMITTALS

- A. **Product, Material Data and/or Samples:** For each type of product specified. Submit manufacturer's technical data and installation instructions for landscape products conforming to requirements of Section 01 33 00 Submittal Procedures to include, but not be limited to:
 - 1. Manufacturer's certified analysis for standard products.
 - 2. Material Test Reports: For on-site topsoil, import topsoil and/or manufactured soil proposed for use on this project.
 - 3. Planting soil amendments as recommended by the soil testing laboratory (Lucchesi Plant & Soil Consulting, Waypoint Analytical California, Inc, or approved equal).
 - 4. Qualification Data: For landscape Installer in compliance with "Quality Assurance".
 - 5. Plant Materials List: Submit confirmation from supplier 30 days prior to planting that all plant material has been ordered.

6. Product Certificates: For soil amendments and fertilizers, signed by product manufacturer shall be delivered to Owner's Representative upon delivery.
7. Qualification Data: For landscape Installer prior to performing work.
8. Planting Schedule: Indicating anticipated planting dates for each type of planting.

1.5 QUALITY ASSURANCE

A. Installer Qualifications:

1. Experience: The landscape installation firm shall have contracted for and successfully completed construction of a minimum of five (5) California public school district construction projects, approved by the Division of the State Architect (DSA), within the past five (5) years of similar size, complexity, budget and scope.
2. Licensure: The landscape installation firm shall hold a current, active C27 "Landscaping Contractor" license classification by the California State License Board that has been consistently active for at least five (5) years and that has not been suspended or revoked.
3. Supervision: The landscape installation firm shall have a qualified and experienced landscape technician on site during landscape installation.

B. Soil-Testing Laboratory Qualifications: Testing lab shall be one of the following:

1. Lucchesi Plant & Soil Consulting, located in Los Gatos, CA (408) 337-2575
2. Waypoint Analytical California, Inc. located in Anaheim, CA (714) 282-8777
3. Or approved equal independent laboratory, recognized by the State Department of Agriculture, with the experience and capability to conduct the testing indicated and that specializes in types of tests to be performed.

C. Soil Analysis: Furnish soil analysis by a qualified soil-testing laboratory stating percentages of organic matter; gradation of sand, silt, and clay content; cation exchange capacity (CEC) or total exchangeable cations (TEC); sodium absorption ratio; deleterious material; pH; soluble salts, boron, mineral and plant-nutrient content of planting soil.

1. Report suitability of planting soil for plant growth. State recommended quantities of nitrogen, phosphorus, and potash nutrients and soil amendments to be added to produce a satisfactory planting soil.

D. Protect existing to remain and newly installed lawn and/or landscape areas from damage or trespass by maintaining construction fencing during construction and maintenance.

E. Provide quality, size, genus, species, and variety of exterior plants indicated, complying with applicable requirements in ANSI Z60.1, "American Standard for Nursery Stock."

- F. Tree and Shrub Measurements: Measure according to ANSI Z60.1 with branches and trunks or canes in their normal position. Do not prune to obtain required sizes. Take caliper measurements 6 inches above ground for trees up to 4-inch caliper size, and 12 inches above ground for larger sizes. Measure main body of tree or shrub for height and spread; do not measure branches or roots tip-to-tip.
- G. Observation: Owner's Representative may observe trees and shrubs either at place of growth or at site before planting for compliance with requirements for genus, species, variety, size, and quality. Owner's Representative retains right to observe trees and shrubs further for size and condition of balls and root systems, insects, injuries, and latent defects and to reject unsatisfactory or defective material at any time during progress of work. Remove rejected trees or shrubs immediately from Project site.
 - 1. Notify Owner's Representative of sources of planting materials 30 days in advance of delivery to site.
- H. Pre-installation Conference: Conduct conference at Project site with General Contractor and/or Owner's Representative to comply with requirements in Division 1 Section "Project Management and Coordination."
- I. Protect all planting areas from trespass or damage by installing temporary barriers or protective fencing during construction. Barrier and/or fencing material and installation method shall be approved by Owner's Representative prior to installation.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Notify Owner's Representative fourteen (14) days prior to anticipated plant material delivery to schedule review of plant material prior to installation.
- B. Do not prune trees and shrubs before delivery, except as approved by Owner's Representative. Protect bark, branches, and root systems from sun scald, drying, sweating, whipping, and other handling and tying damage. Do not bend or bind-tie trees or shrubs in such a manner as to destroy their natural shape. Provide protective covering of exterior plants during delivery. Do not drop exterior plants during delivery.
- C. Handle planting stock by root ball.

- D. Deliver exterior plants after preparations for planting have been completed and install immediately. If planting is delayed more than six hours after delivery, set exterior plants trees in shade, protect from weather and mechanical damage, and keep roots moist.
 - 1. Do not remove container-grown stock from containers before time of planting.
 - 2. Water root systems of exterior plants stored on-site with a fine-mist spray. Water as often as necessary to maintain root systems in a moist condition.

1.7 PROJECT/SITE CONDITIONS

- A. Prior to placing topsoil, Contractor shall collect and submit soil samples representative of on-site topsoil and/or import topsoil proposed for use in all planting and lawn areas to a Soil-Testing Laboratory for analysis and soil amending recommendations. Submit test results analysis and recommendations to Owner's Representative for review and approval prior to beginning work.
- B. Weather Limitations: Proceed with planting only when weather conditions permit.
- C. Coordination with Lawns: Plant trees and shrubs after finish grades are established and before planting lawns, unless otherwise acceptable to Owner's Representative.
 - 1. When planting trees and shrubs after lawns, protect lawn areas and promptly repair damage caused by planting operations.
- D. Contractor shall protect new plantings and/or delay planting in event of forecasted freezing temperatures.
- E. Irrigation system shall be installed and operable before beginning planting operation.

1.8 WARRANTY

- A. Special Warranty: Warrant the following exterior plants, for the warranty period indicated, against defects including death and unsatisfactory growth, except for defects resulting from lack of adequate maintenance, neglect, or abuse by Owner or users, or incidents that are beyond Contractor's control.
 - 1. Warranty Period for Trees, Shrubs, Vines, Lawns and Ground Covers: One year from date of Final Completion.
 - 2. Remove dead exterior plants immediately. Replace immediately unless required to plant in the succeeding planting season.
 - 3. Replace exterior plants that are more than 25 percent dead or in an unhealthy condition at end of warranty period.
 - 4. A limit of one replacement of each exterior plant will be required, except for losses or replacements due to failure to comply with requirements.

1.9 MAINTENANCE

- A. Plant Material and Planting Areas: Maintain for the following maintenance period by pruning, cultivating, watering, weeding, fertilizing, restoring planting basins, tightening and repairing stakes and guy supports, and resetting to proper grades or vertical position, as required to establish healthy, viable plantings. Spray as required to keep trees and shrubs free of insects and disease. Refer to “Maintenance Schedule.”
 - 1. Maintenance Period: **Minimum of one year (365 days)** from date of Owners Representative’s written approval of Substantial Completion of the planting and irrigation.
 - 2. In the event plant material fails during the maintenance period due to Contractor negligence, the maintenance period shall extend until 90% of the plant material is established as determined by the Owner’s Representative.

PART 2 - PRODUCTS

2.1 TREE AND SHRUB MATERIAL

- A. General: Furnish nursery-grown trees and shrubs complying with ANSI Z60.1, with healthy root systems developed by transplanting or root pruning. Provide well-shaped, fully branched, healthy, vigorous stock free of disease, insects, eggs, larvae, and defects such as knots, sun scald, injuries, abrasions, and disfigurement.
- B. Grade: Provide trees and shrubs of sizes and grades complying with ANSI Z60.1 for type of trees and shrubs required. Trees and shrubs of a larger size may be used if acceptable to Owner’s Representative, with a proportionate increase in size of roots or balls.
- C. Label at least one tree and one shrub of each variety and caliper with a securely attached, waterproof tag bearing legible designation of botanical and common name.
- D. If formal arrangements or consecutive order of trees or shrubs is shown, select stock for uniform height and spread, and number label to assure symmetry in planting.
- E. Provide plant material as specified on the Drawings including size, genus, species and variety.

2.2 SINGLE-TRUNK TREES

- A. Trees: Single-trunk trees with straight trunk, well-balanced crown, and intact leader, of height and caliper indicated, complying with ANSI Z60.1 for type of trees required.
 - 1. Branching Height: typical of tree species and container size, single trunk unless specified as multi-trunk on Planting Plan Legend. Select branching height in accordance with planting location. Low branching trees shall not be planted in conflict with pathways, driveways and/or structures.
 - 2. Single-stem trees shall have straight trunk, well-balanced crown, and intact leader, of height and caliper indicated, complying with ANSI Z60.1 for type of trees required.

2.3 PLANTS

- A. Annuals: Provide healthy, disease-free plants of species and variety shown or listed. Provide only plants that are acclimated to outdoor conditions before delivery and that are in bud and bloom.
- B. Perennials: Provide healthy, field-grown plants from a commercial nursery, of species and variety shown or listed, remove dead flowers.

2.4 TOPSOIL

- A. Prior to placing bid, Contractor to coordinate with General Contractor, Demolition and/or Grading Contractors and verify quantity and source of planting soil for all planting areas. Identify Contractor responsible for stockpiling on-site topsoil and/or acquiring import planting soil and installing a minimum of twelve (12) inches of planting soil in all landscape planting areas and any raised planters and rough grading in accordance with these specifications, details, notes, grading and drainage plans.
- B. Coordinate with General Contractor, Demolition and/or Grading Contractors for removal and replacement of lime treated soils and replacement with planting soil prior to planting to depth required to remove lime treatment. In event trees are planted in lime treated soils, trees shall have a minimum six (6) inch layer of planting soil below their rootball to provide a suitable substrate to root into for establishment.

- C. On-site topsoil: Re-use existing topsoil or existing surface soil, top twelve (12) inches excavated and stockpiled on-site. Verify suitability of existing and/or stockpiled surface soil to produce planting soil by submitting a sample to a soil testing laboratory. Acceptable on-site topsoil shall be ASTM D 5268, pH range of 5.7 to 7.5 (5.8 to 7.8 for predominantly California native plant species), representative of productive soils in the vicinity, a range of 4 to 20 percent organic material content; free of stones one (1) inch or larger in any dimension, roots, plants, sod, clay lumps and other extraneous materials harmful to plant growth. Sodium absorption rate (SAR) shall not exceed 5.0, conductivity of the saturation extract solution shall not exceed 3.0, and boron concentration in the saturation shall not exceed 1.0 ppm. Fine gravel (2-5 mm) and coarse gravel (5-12 mm) content shall not exceed 30%.
- D. Import Topsoil: Supplement with imported or manufactured topsoil from off-site, local sources, when quantities of on-site topsoil are insufficient. Do not obtain topsoil from bogs or marshes. If soil is obtained from agricultural land, Contractor shall submit proof soil is nematode free. Import topsoil shall meet the following requirements:
1. USDA Classification of fraction passing 2.0 mm sieve: sandy loam, sandy clay loam or loam.

Class	Particle Size Range	Maximum %	Minimum %
Coarse Sand	0.5 – 2mm	15	0
Silt	.002 - .05 mm	30	10
Clay	< .002 mm	25	10
Other Classes	Particle Size Range	Maximum %	Minimum %
Gravel	2 – 13 mm	15	0
Rock	1/2 - 1 inch	5% by volume with none > 1 inch	
Organic		15	4

2. Chemistry – Suitability Considerations

Salinity: Saturation Extract Conductivity (ECe)	Less than 3.0 dS/m @ 25 degrees C.
Sodium: Sodium Adsorption Ratio (SAR)	Less than 6.00 ppm
Boron: Saturation Extract Concentration	Less than 1.00 ppm
Reaction: pH of Saturated Paste:	5.5 – 7.5 <u>without</u> high lime content.

3. Soil to contain sufficient quantities of available nitrogen, phosphorus, potassium, calcium and magnesium to support normal plant growth. In the event of nutrient inadequacies, provisions shall be made to add required materials prior to planting.

4. Soil testing: Contractor shall submit to the Owner's representative for approval, certification from an agricultural soils testing laboratory that the import topsoil provided conforms to the specifications prior to delivery of import or placement on on-site topsoil. Soil testing shall have been performed on import topsoil source within the previous year.

2.5 BIO-RETENTION BASIN

- A. Refer to civil drawings for construction of bio-retention basin swales.
- B. Line bio-retention basin swale with bioretention soil blend, Lenox Blend soil mixture, or approved equal.
 1. Depth shall be a minimum of 18" unless specified otherwise within plans and/or details.
 2. Lenox blend is available from LH Voss Materials, Inc. 2445 Del Vista Monte, Concord, CA 94520, www.lhvoss.com, (800) 660-8677. Contact: Nyoka Corely, (510) 773-7063, nyoka.corely@gmail.com

2.6 FERTILIZER AND SOIL AMENDMENTS

- A. Contractor shall collect and submit sample of proposed planting soil, representative of the top eight (8) inches of planting soil, to a locally known soil testing laboratory, for analysis and amendment recommendations. Sample shall be representative of typical on-site topsoil proposed for use in planting areas.
- B. If import topsoil is proposed, import topsoil sample shall be submitted to a locally known soil testing laboratory, for analysis, amendment recommendations and installation recommendations.
- C. Contractor shall provide to the soil testing laboratory the following information when submitting soil for analysis:
 1. Project type (public school, commercial building, etc.).
 2. Anticipated maintenance (regular, low, none, etc.).
 3. Irrigation water source (potable or recycled).
 4. Proposed plant material type such as California native plants, turf, shrub and ground covers.
 5. Copy of this specification.
- D. Fertilizers: All fertilizers shall be of an approved brand with a guaranteed chemical analysis as required by USDA regulations and shall be dry and (except for plant tabs) free flowing.

- E. Nitrogen Stabilized Organic Amendment: 0-1/4 inch nitrogen-fortified organic amendment contributing at least 270 pounds of organic matter per cubic yard. Consider using Composted Greenwaste Soil Amendment, such as Z-Best Organic Compost from Zanker Landscape Materials (www.zankerlandscapematerials.com) or equal, if recommended by soil analysis laboratory. is acceptable if recommended by the soil testing laboratory (Lucchesi Plant & Soil Consulting, Waypoint Analytical California, Inc., or approved equal). Compost shall be obtained from a supplier participating in the Seal of Testing Assurance (STA) program of the U.S. Composting Council.
1. In order to comply with MWELO 492.6, 3. (C). Soil Preparation, Mulch and Amendments, at a minimum, compost shall be applied at a rate of four (4) cubic yards per 1,000 square feet of permeable area incorporated to a depth of six (6) inches into the soil. Soils with greater than 6% of organic matter in the top six (6) inches are exempt from adding compost.
 2. Nitrogen stabilized sawdust shall not be used.
- F. Soil Preparation: The following materials and quantities are given for bidding purposes only and Contractor shall amend soil using products, quantities and methods specified by Soil and Plant Laboratory, or approved equal.
1. Nitrogen stabilized organic amendment.
 2. 6-20-20 granular fertilizer.
 3. Soil sulfur.
- G. Planting Tablets: 21 gram controlled release fertilizer supplying nitrogen for up to 1 1/2 years and 20-10-5 content.
- H. Backfill Mix: Shall be a mixture of on-site or import topsoil, nitrogen stabilized organic amendment soil conditioner and fertilizer. For bidding purposes, backfill mix shall include 2/3 topsoil and 1/3 soil conditioner with 6-20-20 granular fertilizer, quantity per manufacturer, according to container or root stock size, mixed thoroughly.

2.7 MULCHES

- A. Due to variations in mulch sizes, Contractor shall remove large bark mulch in excess of approximately 3/4" x 1/2" x 6" in size or 2.5 cubic inches in volume.
- B. Organic Mulch for non-bio-retention planting areas: Free from deleterious materials and suitable as a top dressing of trees and shrubs, consisting of untreated recycled wood chips from Wheeler Zamaroni Landscape Supply.
1. Address: 3500 Petaluma Hill Rd, Santa Rosa, CA 95404
 2. Phone: (707) 543-8400
 3. Website: <https://wzsupply.com/>
 4. Email: sales@wzsupply.com
 5. Submit sample to Owners Representative's for review and approval.

- C. Organic Mulch for Bio-retention basin swales: Free from deleterious materials and suitable as a top dressing of trees and shrubs, consisting of organic shredded redwood bark from Wheeler Zamaroni Landscape Supply, or approved equal.
1. Address: 3500 Petaluma Hill Rd, Santa Rosa, CA 95404
 2. Phone: (707) 543-8400
 3. Website: <https://wzsupply.com/>
 4. Email: sales@wzsupply.com
 5. Submit sample to Owners Representative's for review and approval.

2.8 HERBICIDES

- A. Pre-emergent: Ronstar-G, or approved equal.
- B. Selective and non-selective Herbicides: EPA registered and approved, of type recommended by manufacturer for application.
- C. Contact Owner and obtain School District, Local, State and Federal policies and procedures for regulating application of chemical controls. Contractor shall comply with all applicable policies and/or procedures for application, posting and notifications.

2.9 WEED BLOCK FABRIC PRODUCTS

A. WEED FABRIC/ WEED BLOCK FILTER FABRIC

1. Shall be Mirafi Mscape E (or approved equal) needle-punched, heat-treated, polypropylene, nonwoven landscape fabric designed specifically to act as a weed barrier, separator, and drainage filter. Product is inert to biological degradation and resistant to naturally encountered chemicals, alkalis, and acids.
 - a. Product thickness to be 38 mils (mm) per ASTM D5199
 - b. Roll Width to be 9 ft
 - c. Roll Length to be 300 ft
 - d. Apparent Opening Size (AOS) 40 U.S. Sieve (mm) per ASTM D4751
 - e. Flow Rate of 175 gal/min/ft²
 - f. UV Resistance after 500 hours to be 70% strength retention per ASTM D4355

B. WEED BLOCK STAPLES:

1. Shall be 6-inch 9-gauge galvanized steel landscaping staples.

2.10 STAKES AND GUYS

- A. Upright and Guy Stakes: Rough-sawn, sound, new hardwood, redwood, or pressure-preservative-treated Douglas Fir or Lodgepole Pine, free of knots, holes, cross grain, and other defects, two (2) inches in diameter by length required, and pointed at one end.
- B. Guy and Tie Wire: ASTM A 641/A 641M, Class 1, galvanized-steel wire, 2-strand, twisted, 0.106 inch in diameter.
- C. Guy Cable: 5-strand, 3/16-inch- diameter, galvanized-steel cable, with zinc-coated turnbuckles, a minimum of 3 inches long, with two 3/8-inch galvanized eyebolts.
- D. Tree Ties: Z-Strap tree ties, or equal, made of one (1) inch wide by 1/4" thick, black rubber recycled tire rubber with pre-punched nail holes, a tensile strength of 400 psi, a breaking strength of 75 pounds per inch of width and resistant to ozone deterioration. Contact Sullivan & Mann Lumber Company, Inc. (900) 899-3312 (www.sullivanandmann.com).
- E. Flags: Standard surveyor's plastic flagging tape, white, 6 inches long

2.11 LANDSCAPE EDGINGS/HEADERBOARD

- A. Of sizes shown, and as follows:
 - 1. Species: Construction Heart Redwood.
 - 2. Stakes: Construction heart redwood, 1 by 2 by 16 inches long in nominal size, with galvanized nails for anchoring edging.
 - 3. Splice Plate: Same species as edging, 1 by 6 by 24 inches long in nominal size, with galvanized nails for securing in place.

2.12 WATER

- A. Water shall be suitable for irrigation and free from ingredients harmful to planting areas.

2.13 MISCELLANEOUS PRODUCTS

- A. Tree Trunk Guard: nine (9) inch high by four (4) inch diameter plastic, corrugated tube, Arbor Guard + or equal.
- B. Tree Root Barriers: 18" high by 24" wide, interlocking panels of not less than 0.080" (2.032 mm) thickness, black in color, at least 50% recycled material, injection molded plastic product for linear applications with ultra-violet inhibitors with anti-lift ground lock tabs, vertical root deflecting ribs and double top edge consisting of two parallel, horizontal ribs on the top.

- C. Jute Netting: Biodegradable in two (2) to three (3) years from installation, absorbing water four to five times fabric weight, open area 60% to 65%, available in rolls four (4) feet in width. Use galvanized steel staples as recommended by manufacturer to secure netting in place.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine areas to receive exterior plants for compliance with requirements and conditions affecting installation and performance. Proceed with installation only after unsatisfactory conditions have been corrected.
- B. Planting operations shall be performed when weather and soil conditions are suitable for planting.

3.2 PREPARATION

- A. Provide erosion-control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.
- B. Protect structures, utilities, sidewalks, pavements, and other facilities, and lawns and existing exterior plants from damage caused by planting operations.
- C. Install protective barriers and/or fencing as necessary.
- D. Contact and obtain Owner's Representative, Local, State and Federal policies and procedures for regulating application of fertilizers, fungicides, insecticides, pesticides and herbicides. Contractor shall comply with all applicable policies and/or procedures for application, posting and notifications.
- E. Do not excavate, place soils or amend soils during wet or saturated conditions.
- F. If lime treated soils have not been removed from proposed planting areas, remove and replace with acceptable topsoil.
- G. Verify depth of planting soil in proposed planting areas. If depth of planting soil is less than twelve (12) inches in depth, install additional planting soil to ensure twelve (12) inch minimum depth of topsoil.

H. Import topsoil Installation:

1. Remove and disposed of stones larger than one (1) inch in any dimension, vegetation and foreign inorganic material from surface to receive import topsoil.
2. Scarify or plow the subgrade by crossripping or equivalent to a minimum depth of four (4) inches until it is loose and uncompacted to provide bonding of imported planting soil layer to subgrade.
3. Place planting soil on loosened material in four (4) inch layers. Crossrip first import planting soil layer to a depth of eight (8) inches and blend import planting soil with loose native surface soil. Roll lightly with appropriate lawn roller to consolidate soil and compact to 85% density.
4. Continue placement of planting soil after blending first layer with native soil in four (4) inch layers and rolling lightly to consolidate and compact each layer of soil and compact to 85% density.
5. Place topsoil to the lines and grades in accordance with grading Drawings.
6. Verify installation of topsoil to minimum depth of twelve (12) inches over subgrade soil and rough grading is completed to proper slopes and elevations.

3.3 SOIL AMENDING AND FINE GRADING (Amend per Soil-Testing Laboratory recommendations. The following amendment recommendations are given for bidding purposes only.) Contractor shall prepare and amend soil over entire planting areas and as recommended for backfill at individual planting pits.

- A. Soil Preparation: Loosen subgrade of planting beds by crossripping or equivalent cultivation to a minimum depth of ten (10) inches. Remove stones larger than one (1) inch in any dimension and sticks, roots, rubbish, and other extraneous matter in the top six (6) inches of soil and legally dispose of them off Owner's property.
- B. Soil Amending: (Amend per Soil-Testing Laboratory recommendations. The following recommendations are provided for bidding purposes only. Contractor shall amend soil for over-all preparation and amendment recommendations and for planting pit preparation, amendments and backfill) Add the following and thoroughly till into the top eight (8) inches of planting soil at the following rates per 1,000 square feet. Till planting soil to a homogeneous mixture of fine texture, free of lumps, clods, stones, roots and other extraneous matter. Float, rake and roll all planter areas to establish finished grades, maintaining drainage patterns and swales for grading and drainage plans, creating smooth, uniform surface plane.
 1. 6 cubic yards nitrogen fortified organic soil amendment.
 2. 14 pounds all-purpose granular fertilizer (6-20-20).
 3. 15 pounds soil sulfur.
- C. Roll amended soil lightly with appropriate lawn roller to consolidate soil and compact to 85% density.

- D. Fine Grading: Grade planting areas to a smooth, uniform surface plane with loose, uniformly fine texture. Grade to within plus or minus 1/2 inch of finish elevation. Roll and rake, remove ridges, and fill depressions to meet finish grades. Refer to civil grading plans and conform to designed grades, drainage patterns, swales, and ridges.
1. There shall be no areas that hold water or drain toward buildings or structures, unless designed per civil grading plans.
 2. In planting areas, set finish grade of soil one and one half (1 1/2) inches below adjacent paved surfaces, utility boxes, tops of curbs, and the like to allow for installation of organic mulch top dressing above.
 3. Regrade as necessary to restore grades and drainage patterns after installation of plant material.

3.4 BIO-RETENTION SOIL AND INSTALLATION

A. Preparation:

1. Prior to installation of bio-retention soil, protect native soil at excavated bio-retention area from compaction by preventing traffic and installing a fence or covering with plywood.
2. Protect bio-retention soil stockpile from compaction and contamination from foreign matter by covering with a protective tarp.
3. Verify installation of subsurface and surface drainage with Civil Engineer prior to placing bio-retention soil.
4. Drainage should be directed away from bio-retention soils until upslope areas are stabilized and compacted.

B. Bio-Retention Soil Mixing and Placing:

1. Operate equipment adjacent to bio-retention area and not in bio-retention area to avoid compaction.
2. If machinery must operate in the bio-retention area or adjacent planting area, use light weight, low ground-contact pressure equipment.
3. Where bio-retention soil meets native soil, rip or scarify the bottom native soils of the bio-retention area to a depth of four (4) inches.
4. If mixing bio-retention soil and amendments on-site, use an adjacent impervious area or plastic sheeting to prevent intrusion of foreign material.
5. Place bio-retention soil in 12" lifts. Do not place or work bio-retention soil if it is saturated or raining.
6. Allow bio-retention soil lifts to settle naturally, boot pack (walk around to compact) lifts to achieve 85% compaction or compact by lightly watering until soils are just saturated and allow bio-retention soils to dry between lifts.
7. Verify bio-retention soil elevations comply with grading design prior to applying mulch or installing plants.
8. After all lifts are placed, wait three (3) days to check for settlement, and add additional bio-retention soil as needed.

3.5 EDGING/HEADERBOARD INSTALLATION

- A. Redwood Headerboard: Install wood headers or edgings where indicated. Anchor with wood stakes spaced per detail, driven at least 1 inch below top elevation of header or edging. Use 2 galvanized nails per stake to fasten headers and edging; length as needed to penetrate both members and provide 1/2-inch clinch at point. Chamfer top of stakes as indicated on detail and pre-drill stakes if needed to avoid splitting

3.6 PLANT MATERIAL EXCAVATION

- A. Lay out individual tree and shrub locations and areas for multiple exterior plantings. Stake locations, outline areas, adjust locations when requested, and obtain Owner's Representative's acceptance of layout before planting. Make minor adjustments as required.
- B. Lay out exterior plants at locations directed by Owner's Representative. Stake locations of individual trees and shrubs and outline areas for multiple plantings.
- C. Pits and Trenches: Excavate circular pits with sides sloped inward. Trim base leaving center area raised slightly to support root ball and assist in drainage. Do not further disturb base. Scarify sides of plant pit smeared or smoothed during excavation.
 - 1. Excavate approximately planting pit sizes as indicated on planting details.
 - 2. Excavate at least 12 inches wider than root spread and deep enough to accommodate vertical roots.
 - 3. Set rootball onto compacted native soil so that rootball sits one (1) inch above adjacent finish grade.
- D. Obstructions: Notify Owner's Representative if unexpected rock or obstructions detrimental to trees or shrubs are encountered in excavations.
- E. Drainage: Notify Owner's Representative if subsoil conditions evidence unexpected water seepage or retention in tree or shrub pits.
- F. Fill excavations with water and allow to percolate away before positioning trees and shrubs.

3.7 PLANT MATERIAL PLANTING

- A. Carefully remove root ball from container without damaging root ball or plant.
- B. Set container grown planting stock plumb and in center of pit or trench with top of root ball one (1) inch above adjacent finish grades. Face plant material for best appearance.

- C. Place amended backfill around root ball in layers, tamping to settle mix and eliminate voids and air pockets. When pit is approximately one-half backfilled, water thoroughly.
- D. Place planting tablets in hole about one (1) to two (2) inches away from root tips. Refer to manufacturer’s recommendation for exact quantity, but not less than:

Plant Size	Quantity	Plant Size	Quantity
1 Gallon Container	1	7-Gallon Container	5
2-Gallon Container	2	15-Gallon Container	8
3-Gallon Container	3	24” box container	20
5-Gallon Container	3	36” box container	30

- E. Finish placing remainder of backfill. Repeat watering until no more water is absorbed. Water again after placing and tamping final layer of planting soil.

3.8 TREE AND SHRUB PRUNING

- A. Prune, thin, and shape trees and shrubs as directed by Owner’s Representative.
- B. General Tree Pruning Procedures:
 - 1. Prune trees according to ANSI A300 (Part 1). Prune trees for long term structural integrity.
 - 2. Cut branches with sharp pruning instruments; do not break, tear or chop. Pruning Standards: Prune trees according to ANSI A300 (Part 1).
 - 3. Do not apply pruning paint to wounds.
- C. Pruning Goals (Prune as per the following and under the direction of a Certified Arborist):
 - 1. Prune trees to remain to compensate for root loss caused by construction damage. Provide subsequent maintenance during landscape irrigation and planting maintenance period and until “final completion” as recommended by Certified Arborist.
 - 2. Prune to remove dead wood, promote proper structure, thin and open canopy and for general health for the specific tree species.
 - 3. Prune for clearance from structures, pathways and driveways and streets and for a balanced canopy.
- D. Shrubs, Vines and Ground Covers:
 - 1. Prune, thin and shape shrubs according to standard horticultural practices.
 - 2. Prune to remove injured or dead branches from shrubs.

3.9 GUYING AND STAKING

- A. Upright Staking and Tying: Unless detailed otherwise, use a minimum of 2 stakes of length required to penetrate at least six (6) inches below bottom of backfilled excavation and to extend at least 72 inches above grade. Set vertical stakes and space to avoid penetrating root balls or root masses. Brace tree stakes with wood horizontal bracing screwed in place. Support trees with two rubber tree tie sections at contact points with the tree trunk installed in a “figure 8” wrap. Allow enough slack to avoid rigid restraint of tree. Trim stakes below tree canopy and to matching heights. Use the number of stakes as follows:
 - 1. Use 2 stakes for trees up to 12 feet high and 2-1/2 inches or less in caliper.
 - 2. Use 3 stakes for trees more than 12 feet high and up to 4 inches in caliper. Space stakes equally around trees.
 - 3. Use 3 stakes for trees of all sizes if detailed otherwise on Drawings.

- B. Guying and Staking: Guy and stake trees exceeding 14 feet in height and more than 3 inches in caliper, unless otherwise indicated. Securely attach no fewer than 3 guys to stakes 30 inches long, driven to grade.
 - 1. For trees more than 6 inches in caliper, anchor guys to pressure-preservative-treated deadmen 8 inches in diameter and 48 inches long buried at least 36 inches below grade. Provide turnbuckles for each guy wire and tighten securely.
 - 2. Attach flags to each guy wire, 30 inches above finish grade.
 - 3. Paint turnbuckles with luminescent white paint.

3.10 TREE ROOT BARRIERS

- A. Install root barriers where trees are planted within six (6) feet of any pavement or structures.

- B. A linear root barrier shall be installed flush with the vertical edge of pavement or structure, one half (1/2) inch below the top of the pavement and shall extend six (6) feet in each direction for a total of twelve (12) feet in length. Contractor shall remove concrete spillage if necessary to install barrier flush against vertical concrete edge.

3.11 GROUND COVER AND PLANT PLANTING

- A. Set out and space ground cover and plants spaced as indicated on planting legend.

- B. Dig holes large enough to allow spreading of roots, and backfill with planting soil.

- C. Work planting soil around roots to eliminate air pockets and leave a slight saucer indentation around plants to hold water.

- D. Water thoroughly after planting, taking care not to cover plant crowns with wet soil.

- E. Protect plants from hot sun and wind; remove protection if plants show evidence of recovery from transplanting shock.

3.12 PRE-EMERGENT

- A. Apply pre-emergent herbicide per manufacturer recommendations in new planting areas.

3.13 WEED BLOCK FABRIC

- A. Prior to installing mulch in planting beds, install weed block filter fabric per manufacturer recommendations over entire shrub and tree planting beds. Rake grade to receive fabric to a smooth and uniform surface. Roll fabric over surface and over-lap seams 12" on sides. When installing on a slope, lay fabric lengthwise up and down the slope. Fabric shall lay flush with grade without wrinkles or loose edges and installed in such a manner that fabric is completely concealed beneath mulch surfacing material.
- B. Do not install weed block filter fabric within 2" of (n) or (e) plant stems and 6" of (n) or (e) tree trunks.
- C. Secure weed block fabric using 6-inch, 9-gauge galvanized steel landscaping staples, available through sandbaggy.com or equal. Staples to be installed at 18" O.C. max in all directions.

3.14 JUTE NETTING

- A. Install jute netting on slopes exceeding 3:1 ratio slope. Apply jute netting after preparing planting soil for planting and fine grading. Secure jute netting starting at the top of the slope by laying six (6) inches of fabric below grade to a minimum depth of six (6) inches. Roll jute netting down slope and terminate where grade becomes level by folding six (6) inches of fabric underneath. Overlap seams four (4) to six (6) inches. Secure in place using staples placed eighteen (18) inches on center spacing. After completion of planting operations, install top dressing organic mulch as specified herein.

3.15 PLANTING BED MULCHING

- A. Apply three (3) inch minimum thickness of organic mulch, unless specified otherwise on Drawings, continuously throughout planting areas. Do not place mulch within two (2) inches of stems and six (6) inches of tree trunks.

3.16 CLEANUP AND PROTECTION

- A. During exterior planting, keep adjacent paving and construction work area in a clean and orderly condition.
- B. Protect exterior plants from damage due to landscape operations, operations by other contractors and trades, and others. Maintain protection during installation treat, repair, or replace damaged exterior planting.

- C. Remove surplus soil and waste material, including excess subsoil, unsuitable soil, trash, and debris, and legally dispose of them off Owner's property.

3.17 MAINTENANCE SCHEDULE

- A. Protection: Protect work from damage, erosion and trespass. Maintain temporary fencing and/or barriers in proper condition. Remove temporary fencing and/or barriers prior to final completion and at end of maintenance period.
- B. Water: Contractor shall be solely responsible for ensuring that all planting is sufficiently watered to promote vigorous growth. Test and inspect irrigation system on a regular basis. Adjust and repair the irrigation system and its components as necessary for plant establishment and growth and for watering efficiency. Check and adjust any obstructions to emission devices.
- C. Fertilizing recommendations (confirm with the soil testing laboratory): Immediately after completion of planting, fertilize landscape areas with ammonium sulfate (21-0-0) fertilizer at a rate of five (5) pounds per 1000 square feet. Fertilize with specified fertilizer after 45 days, prior to end of maintenance period. After landscape becomes well-established, fertilize in fall and spring with (16-6-8) commercial fertilizer at a rate of six (6) pounds per 1000 square feet.
- D. Weed Control: Maintain planting beds (planted or not) in a weed-free condition to be performed weekly during maintenance period. Weeding may be done manually or by the use of selective herbicides. (Contractor shall obtain written approval from project owner prior to application of herbicide) No herbicide shall be used without the Owner Representative's prior consent. Use only approved herbicides, use in accordance with manufacturer's recommendations and per Pest Control Advisor's recommendations. If selective herbicides are used, extreme caution shall be observed so as not to damage any other plants. Spraying shall be done only under windless conditions.
- E. Disease, Pest and Insect Control: Disease, pest (including, but not limited to, birds and rodents) and insect damage shall be controlled by the use of fungicides, insecticides pesticides, poisons and/or mechanical means. (Contractor shall obtain written approval from project owner prior to application of fungicides, insecticides or pesticides or mechanical methods). Review and perform weekly during maintenance period.
- F. Plant Material: Maintain trees, shrubs and other plants by pruning, cultivating and weeding as required for healthy growth. Restore planting pits as necessary. Tighten and repair stake supports and reset trees and shrubs to proper grades or vertical position as required. Review and perform weekly during maintenance period.
- G. Organic Mulch: Re-apply organic mulch top dressing after initial settling and again prior to end of maintenance to ensure specified depth is achieved.

- H. End of maintenance shall be reviewed and approved in writing by Owner's Representative. Upon approval, Contractor shall notify Owner's Representative in writing when maintenance is complete with a date which maintenance transfers to Owner.

3.18 FIELD QUALITY CONTROL, SUBSTANTIAL COMPLETION AND FINAL COMPLETION

- A. Owner's Representative shall inspect and approve the following prior to proceeding with subsequent work:
 - 1. Preparation: at completion of finish grading and prior to planting, grading tolerances and soil preparation shall be checked for conformance to Drawings and as specified herein.
 - 2. Layout: Layout of all plants, headerboard and other major elements shall be directed and/or approved by Owner's Representative.
 - 3. Substantial Completion Review: At substantial completion of this Section, work shall be reviewed for conformance with the Drawings and Contractor shall make recommended repairs and/or corrections in a timely manner.
 - 4. Final Completion Review: After substantial completion repairs and/or corrections have been completed, work shall be reviewed for final completion and approved by Owner's Representative in writing.
- B. Re-inspections required due to Contractor not being prepared or non-conformance to Drawings shall be back charged to the Contractor.
- C. Contractor shall remove protective fencing and/or barriers prior to final completion review.

END OF SECTION 32 90 00
(Revised 2/20/2025)

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SECTION 32 92 00 TURF PLANTING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Sodding.
- B. Related Sections include the following:
 - 1. Specification Section 31 10 00 "Site Clearing" for topsoil stripping and stockpiling.
 - 2. Specification Section 31 05 13 "Earthwork" for excavation, filling and backfilling, and rough grading.
 - 3. Specification Section "Subdrainage" for subsurface drainage.

1.3 DEFINITION:

- A. Finish Grade: Elevation of finished surface of planting soil.
- B. Import Topsoil: Shall be obtained from a local source and coming from a site with similar soil characteristics as the project site. Topsoil shall be fertile, friable, natural loam surface soil, reasonably free of subsoil, clay lumps, brush, weeds and other litter and free of roots, stumps, stones and rocks and other extraneous or toxic matter harmful to plant growth.
- C. Manufactured Topsoil: Soil produced off-site by homogeneously blending nutrients, minerals, soils or sand with stabilized organic soil amendments to produce surface planting soil capable of sustaining plant growth.
- D. Planting Soil: On-site topsoil, import topsoil or manufactured topsoil.
- E. Subgrade: Surface or elevation of subsoil remaining after completing excavation, or top surface of a fill or backfill immediately beneath topsoil.

- F. On-site Topsoil: Naturally occurring, on-site, surface soil, usually occurring in the top four (4) to twelve (12) inches of original, undisturbed surface soil containing organic material, necessary nutrients and minerals to sustain plant growth and be approved to sustain plant life by an approved soil and plant lab.
- G. Substantial completion for landscape and irrigation: Work shall be considered substantially complete when irrigation, planting, turf planting and seeding are installed correctly per plans and specifications with only minor adjustments required and approval has been submitted in writing by Owner's Representative.
- H. Final completion for landscape and irrigation: Work shall be considered complete when irrigation, planting, turf planting and seeding are installed correctly per plans and specifications and the maintenance period has been completed per plans and specifications and approval has been submitted in writing by Owner's Representative.

1.4 SUBMITTALS

- A. Product and Material Data: For each type of product specified. Submit manufacturer's technical data and installation instructions for landscape products conforming to requirements of Section 01 33 00 Submittal Procedures to include, but not be limited to:
 - 1. Analysis of proposed soil amending materials by Waypoint Analytical California, Inc. (408) 727-0330, or approved equal, made according to methods established by the Association of Official Analytical Chemists, where applicable.
 - 2. Samples for Verification: For each of the following:
 - a. Soil conditioner (1/2 c.f. each).
 - 3. Certification of turfgrass sod, identifying source, including name and telephone number of supplier.
 - 4. Material Test Reports: For on-site topsoil, import topsoil and/or manufactured soil proposed for use on this project.
 - 5. Planting soil amendments as recommended by Waypoint Analytical California, Inc. (408) 727-0330, or approved equal.
- B. Product Certificates: For soil amendments and fertilizers, signed by product manufacturer shall be delivered to Owner's Representative upon delivery.
- C. Qualification Data: For landscape Installer prior to performing work.
- D. Planting Schedule: Indicating anticipated planting dates for turf installation.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications:
1. Experience: The turf installation firm shall have contracted for and successfully completed construction of a minimum of five (5) California public school district construction projects, approved by the Division of the State Architect (DSA), within the past five (5) years of similar size, complexity, budget and scope.
 2. Licensure: The turf installation firm shall hold a current, active C27 "Landscaping Contractor" license classification by the California State License Board that has been consistently active for at least five (5) years and that has not been suspended or revoked.
 3. Supervision: The turf installation firm shall have a qualified and experienced turf technician on site during turf installation.
- B. Soil-Testing Laboratory Qualifications: Testing lab shall be Waypoint Analytical California, Inc., located in San Jose (408) 727-0330 or Anaheim (714) 282-8777, or approved equal independent laboratory, recognized by the State Department of Agriculture, with the experience and capability to conduct the testing indicated and that specializes in types of tests to be performed.
- C. Soil Analysis: Furnish soil analysis by a qualified soil-testing laboratory, Waypoint Analytical California, Inc. (408) 727-0330, or approved equal, stating percentages of organic matter; gradation of sand, silt, and clay content; cation exchange capacity (CEC) or total exchangeable cations (TEC); sodium absorption ratio; deleterious material; pH; soluble salts, boron, mineral and plant-nutrient content of planting soil.
1. Report suitability of planting soil for lawn growth. State recommended quantities of nitrogen, phosphorus, and potash nutrients and soil amendments to be added to produce a satisfactory planting soil.
- D. Pre-installation Conference: Conduct conference at Project site to comply with requirements in Division 1 Section "Project Management and Coordination."
- E. Protect all lawn areas from damage or trespass by maintaining construction fencing during construction and maintenance.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Sod: Harvest, deliver, store, and handle sod according to requirements in Turf Producers International's (TPI) "Specifications for Turfgrass Sod Materials" and "Specifications for Turfgrass Sod Transplanting and Installation" in its "Guideline Specifications to Turfgrass Sodding."

1.7 SCHEDULING

- A. Planting Restrictions: Coordinate planting periods with maintenance periods to provide required maintenance from date of Substantial Completion.
- B. Weather Limitations: Proceed with planting only when existing and forecasted weather conditions permit.

1.8 LAWN MAINTENANCE

- A. Begin maintenance immediately after each area is planted and continue until acceptable lawn is established, but for not less than the following periods:
 - 1. Sodded Lawns: Maintenance period shall be a **minimum of one year (365 days)** from date of Owner's Representative written approval of Substantial Completion and when there are no visible joints, roots are thoroughly knit to the soil and sod appears to be uniformly healthy and green in color.
- B. Maintain and establish lawn by watering, fertilizing, weeding, mowing, trimming, replanting, and spraying for insects and disease and other operations. Roll, re-grade, and replant bare or eroded areas and re-mulch to produce a uniformly smooth lawn. Implement pest management as necessary to controls pests, including gophers.
 - 1. In areas where mulch has been disturbed by wind or maintenance operations, add new mulch. Anchor as required to prevent displacement.
- C. Watering: Provide and/or maintain temporary piping, hoses, and lawn-watering equipment as necessary to convey water from sources and to keep lawn uniformly moist to a depth of 4 inches.
 - 1. Schedule watering to prevent wilting, puddling, erosion, and displacement of mulch.
 - 2. Lay out temporary watering system to avoid walking over muddy or newly planted areas.
- D. Mow lawn as soon as top growth is tall enough to cut. Repeat mowing to maintain specified height without cutting more than one third (1/3) of grass height. Remove no more than one third (1/3) of grass-leaf growth in initial or subsequent mowings. Do not delay mowing until grass blades bend over and become matted. Do not mow when grass is wet. Schedule initial and subsequent mowings to maintain the following grass height:
 - 1. Mow and edge before turf reaches three and one-quarter (3-1/4) inches high.
 - 2. Cut to two and one-half (2-1/2) inches high.
 - 3. Remove all clippings.

- E. Lawn Post-fertilization: Apply fertilizer after initial mowing and when grass is dry.
 - 1. Use fertilizer that will provide actual nitrogen of at least 1 lb/1000 sq. ft. to lawn area.
- F. Maintain protective barriers in place, erect and secure and clear of lawn edges to allow for uniform growth and for trimming and so as not to block irrigation spray pattern.

1.9 WARRANTY

- A. All work executed under this Section shall be warranted free of defects and poor workmanship for a period of one (1) year after date of Final Completion.
- B. Turf planting shall be warranted to be in healthy and thriving condition during Warranty period, except for defects resulting from neglect by Owner, abuse or damage by others, or unusual phenomena or incidents which are beyond Contractor's control.
- C. Repair and/or re-sod turf areas not in vigorous condition immediately upon notification by Owner's Representative during Warranty period.

PART 2 - PRODUCTS

2.1 TURFGRASS SOD

- A. Turfgrass Sod: Number 1 Quality/Premium, including limitations on thatch, weeds, diseases, nematodes, and insects, complying with TPI's "Specifications for Turfgrass Sod Materials" in its "Guideline Specifications to Turfgrass Sodding." Furnish viable sod of uniform density, color, and texture, strongly rooted, and capable of vigorous growth and development when planted. Not less than 2 years old, free of weeds and undesirable native grasses and machine cut rolls to pad thickness of 5/8 inch, rolled, 4' wide and 90' length.
- B. Turfgrass Species: Sod of grass species as follows, with not less than 90 percent germination, not less than 95 percent pure seed, and free of weed seed:
 - 1. Blue-Rye or equal. www.deltabluegrass.com, (800) 637-8873.
 - a. Mixture of 50% bluegrass blend and 50% premium ryegrass blend.
- C. Delivery, Storage and Handling: Sod shall be harvested, delivered and installed within a period of 24 hours. Sod shall be kept moist, fresh and protected at all times.

2.2 PLANTING SOIL

- A. Prior to placing bid, Contractor to coordinate with General Contractor, Demolition and/or Grading Contractors and verify quantity and source of planting soil for turf planting areas. Identify Contractor responsible for stockpiling on-site topsoil and/or acquiring import planting soil and installing a minimum of six (6) inches of planting soil in turf planting areas and rough grading in accordance with these specifications, details, notes, grading and drainage plans.
- B. Coordinate with General Contractor, Demolition and/or Grading Contractors for removal and replacement of any lime treated soils and replacement with planting soil prior to planting turf to depth required to remove lime treatment.
- C. On-site topsoil: Reuse existing topsoil or existing surface soil, found in the top twelve (12) inches, excavated and stockpiled on-site. Verify suitability of existing and/or stockpiled surface soil to produce planting soil by submitting a sample to Waypoint Analytical California, Inc. (408) 727-0330, or approved equal. Acceptable on-site topsoil shall be ASTM D 5268, pH range of 6.0 to 7.0, representative of productive soils in the vicinity, a range of 4 to 20 percent organic material content; free of stones one (1) inch or larger in any dimension, roots, plants, sod, clay lumps and other extraneous materials harmful to plant growth. Sodium absorption rate (SAR) shall not exceed 5.0, conductivity of the saturation extract solution shall not exceed 3.0, and boron concentration in the saturation shall not exceed 1.0 ppm.
- D. Import Topsoil: Supplement with imported or manufactured topsoil from off-site, local sources, when quantities of on-site topsoil are insufficient. Do not obtain topsoil from bogs or marshes. If soil is obtained from agricultural land, Contractor shall submit proof soil is nematode free. Import topsoil shall meet the following requirements:

- 1. USDA Classification of fraction passing 2.0 mm sieve: sandy loam, sandy clay loam or loam.

Class	Particle Size Range	Maximum %	Minimum %
Coarse Sand	0.5 – 2mm	15	0
Silt	.002 - .05 mm	30	10
Clay	< .002 mm	25	10
Other Classes			
Gravel	2 – 13 mm	15	0
Rock	½ - 1 inch	5% by volume with none > 1 inch	
Organic		15	0

2. Chemistry – Suitability Considerations

Salinity: Saturation Extract Conductivity (ECe)	Less than 3.0 dS/m @ 25 degrees C.
Sodium: Sodium Adsorption Ratio (SAR)	Less than 1.00 ppm
Boron: Saturation Extract Concentration	Less than 6.00 ppm
Reaction: pH of Saturated Paste:	5.5 – 7.5 <u>without</u> high lime content.

- 3. Soil to contain sufficient quantities of available nitrogen, phosphorus, potassium, calcium and magnesium to support normal plant growth. In the event of nutrient inadequacies, provisions shall be made to add required materials prior to planting.
- 4. Soil testing: Contractor shall submit to the Owner’s representative for approval, certification from an agricultural soils testing laboratory, Waypoint Analytical California, Inc. (408) 727-0330, or approved equal, that the import topsoil provided conforms to the specifications prior to delivery of import or placement of on-site topsoil. Soil testing shall have been performed on import topsoil source within the previous year.

2.3 FERTILIZER AND SOIL AMENDMENTS

- A. Contractor shall collect and submit two samples of proposed planting soil, representative of the top six (6) inches of planting soil, to a locally known soil testing laboratory, Waypoint Analytical California, Inc. (408) 727-0330, or approved equal, for analysis and amendment recommendations. Soil samples shall be taken from proposed planting areas or topsoil source. Sample shall be taken to a depth of 8 inches. Contractor shall amend per soil testing laboratory recommendations. Soil amendments in this specification are provided for bidding purposes only.
- B. Fertilizers: All fertilizers shall be of an approved brand with a guaranteed chemical analysis as required by USDA regulations and shall be dry and (except for plant tabs) free flowing.
- C. Soil Preparation: As specified in soil laboratory recommendation. The following materials and quantities are given for bidding purposes only. Contractor shall amend soil using products, quantities and methods specified by Waypoint Analytical California, Inc., or approved equal.
 - 1. 6-20-20 granular fertilizer.
 - 2. Soil sulfur.
- D. Soil Conditioner: 0-1/4 inch nitrogen-fortified organic amendment contributing at least 270 pounds of organic matter per cubic yard.

2.4 HERBICIDES

- A. All herbicides shall be approved by the District prior to use.
- B. Contractor shall contact Owner's Representative prior to application of herbicides for District policies, rules and regulations pertaining to herbicide application.
- C. Selective Herbicides: EPA registered and approved, of type recommended by manufacturer for application to remove broad-leaf weeds from existing turf.
- D. Non-selective Herbicides: EPA registered and approved, of type recommended by manufacturer for application to remove herbacious vegetation in areas indicated.

2.5 WATER

- A. Water shall be suitable for irrigation and free from ingredients harmful to sodded areas.

2.6 LANDSCAPE EDGINGS/HEADERBOARD

- A. Wood Strip Edging: Of sizes shown, and as follows:
 - 1. Wood Material: Construction heart redwood, 2 by 6 in size, length as required.
 - 2. Stakes: Construction grade, rough sawn, wood, 2 by 2 by 16 inches long in nominal size, with galvanized, wood, screws for anchoring edging to wood strip edging.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine areas to receive lawns and grass for compliance with requirements and other conditions affecting performance. Proceed with installation only after unsatisfactory conditions have been corrected.
- B. Planting operations shall be performed when weather and soil conditions are suitable for planting.

3.2 PREPARATION

- A. Provide erosion-control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.
- B. Protect structures, utilities, sidewalks, pavements, and other facilities, trees, shrubs, and plantings from damage caused by planting operations.

- C. Install protective barriers and/or fencing as necessary.
 - D. Contact and obtain Owner's Representative, Local, State and Federal policies and procedures for regulating application of fertilizers, fungicides, insecticides, pesticides and herbicides. Contractor shall comply with all applicable policies and/or procedures for application, posting and notifications.
 - E. Import Planting Soil Installation:
 - 1. Remove and dispose of stones larger than one (1) inch in any dimension, vegetation and foreign inorganic material from surface to receive import topsoil.
 - 2. Scarify or plow the subgrade by crossripping or equivalent to a minimum depth of four (4) inches until it is loose and uncompacted to provide bonding of imported topsoil layer to subgrade.
 - 3. Place topsoil on loosened material in six (6) inch layers. Crossrip first import topsoil layer to a depth of eight (8) inches and blend import topsoil with loose native surface soil. Roll lightly with appropriate lawn roller to consolidate topsoil and compact to 85% density.
 - 4. Continue placement of import topsoil after blending first layer with native soil in six (6) inch layers and rolling lightly to consolidate and compact each layer of topsoil.
 - 5. Place topsoil to the lines and grades in accordance with grading Drawings.
 - F. Verify installation of planting soil to minimum depth of six (6) inches and rough grading completed to proper slopes and elevations.
 - G. Verify lime treated soils have been removed and replaced with acceptable planting soil.
- 3.3 SOIL AMENDING AND FINE GRADING (Amend per Soil-Testing Laboratory recommendations. The following recommendations are given for bidding purposes only.)
- A. Soil Preparation: Loosen subgrade of planting beds by crossripping or equivalent cultivation to a minimum depth of ten (10) inches. Remove stones larger than one (1) inch in any dimension and sticks, roots, rubbish, and other extraneous matter in the top six (6) inches of soil and legally dispose of them off Owner's property.

- B. Soil Amending: (Amend per Soil-Testing Laboratory recommendations. The following recommendations are provided for bidding purposes only.) Add the following and thoroughly till into the top six (6) inches of planting soil at the following rates per 1,000 square feet. Till planting soil to a homogeneous mixture of fine texture, free of lumps, clods, stones, roots and other extraneous matter. Float, rake and roll all planter areas to establish finished grades, maintaining drainage patterns and swales for grading and drainage plans, creating smooth, uniform surface plane.
1. 6 cubic yards nitrogen fortified organic soil amendment.
 - a. In order to comply with MWEL0 492.6, 3. (C). Soil Preparation, Mulch and Amendments, at a minimum, compost shall be applied at a rate of four (4) cubic yards per 1,000 square feet of permeable area incorporated to a depth of six (6) inches into the soil. Soils with greater than six percent (6%) organic matter in the top six (6) inches are exempt from adding compost.
 2. 14 pounds all-purpose granular fertilizer (6-20-20).
 3. 15 pounds soil sulfur.
- C. Fine Grading: Grade planting areas to a smooth, uniform surface plane with loose, uniformly fine texture. Grade to within plus or minus 1/2 inch of finish elevation. Roll and rake, remove ridges, and fill depressions to meet finish grades. Refer to civil grading plans and conform to designed grades, drainage patterns, swales, and ridges.
1. There shall be no areas that hold water or drain toward buildings or structures, unless designed per civil grading plans.
 2. In sodded turf areas, one (1) inch below adjacent paved surfaces, utility boxes, tops of curbs, etc.
- D. Moisten prepared lawn areas before planting if planting soil is dry. Water thoroughly and allow surface to dry before planting. Do not create muddy soil conditions.
- E. Restore areas if eroded or otherwise disturbed after finish grading and before planting.
- 3.4 SODDING
- A. Lay sod within 24 hours of harvesting. Do not lay sod if dormant or if ground is frozen or muddy.

- B. Lay sod to form a solid mass with tightly fitted joints. Butt ends and sides of sod; do not stretch or overlap. Stagger sod strips or pads to offset joints in adjacent courses. Avoid damage to subgrade or sod during installation. Tamp and roll lightly to ensure contact with subgrade, eliminate air pockets, and form a smooth surface. Work sifted planting soil or fine sand into minor cracks between pieces of sod; remove excess to avoid smothering sod and adjacent grass.
 - 1. Lay sod across angle of slopes exceeding 1:3.
 - 2. Anchor sod on slopes exceeding 1:6 with wood pegs or steel staples spaced as recommended by sod manufacturer but not less than 2 anchors per sod strip to prevent slippage.
 - 3. Hold sod clear of all tree trunks and tree staking, create a circular edge 12" clear of all tree trunks.
- C. Saturate sod with fine water spray within two hours of planting. During first week, water daily or more frequently as necessary to maintain moist planting soil to a minimum depth of 1-1/2 inches below sod.

3.5 SELECTIVE BROADLEAF WEED KILL

- A. Refer to herbicide manufacturer recommendations. Apply selective broadleaf herbicide where indicated prior to disturbing on-site soil per manufacturer recommendations. Re-apply as necessary for complete weed kill by end of maintenance period.

3.6 MAINTENANCE SCHEDULE

- A. Protection: Protect work from damage, erosion and trespass. Maintain construction fencing in proper condition. Remove temporary fencing and/or barriers prior to final completion and at end of maintenance period.
- B. Water: Contractor shall be solely responsible for ensuring that all planting is sufficiently watered to promote vigorous growth. Test and inspect irrigation system on a regular basis, each week during plant establishment and monthly thereafter. Adjust and repair the irrigation system and its components as necessary for turf establishment and growth and for watering efficiency. Check and adjust any obstructions to emission devices.
- C. Fertilizing (confirm with Soil and Plant Laboratory, or approved equal, recommendations): Immediately after completion of planting, fertilize landscape areas with ammonium sulfate (21-0-0) fertilizer at a rate of five (5) pounds per 1000 square feet. Fertilize with specified fertilizer after 45 days, prior to end of maintenance period. After landscape becomes well-established, fertilize in fall and spring with (16-6-8) commercial fertilizer at a rate of six (6) pounds per 1000 square feet.

- D. Weed Control: Maintain turf planting areas in a weed-free condition to be performed weekly during maintenance period. Weeding may be done manually or by the use of selective herbicides. Contractor shall obtain written approval from project owner prior to application of herbicide. No herbicide shall be used without the Owner Representative's prior consent. Use only approved herbicides, use in accordance with manufacturer's recommendations and per Pest Control Advisor's recommendations. If selective herbicides are used, extreme caution shall be observed so as not to damage any other plants. Spraying shall be done only under windless conditions. Review and perform weekly during maintenance period.
- E. Lawns: Maintain lawns by watering, fertilizing weeding, trimming, mowing and other operations such as rolling, re-grading and replanting as required to establish a smooth, acceptable lawn, free of weeds, bare spots and rocks. All lawn areas shall be mowed regularly when grass reaches a height of three and one-quarter (3-1/4) inches and a minimum of two (2) days prior to end of maintenance period.
- F. Disease, Pest and Insect Control: Disease, pest (including moles, gophers and geese) and insect damage shall be controlled by the use of fungicides, insecticides, pesticides, poisons and/or mechanical means. Contractor shall obtain written approval from project Owner prior to application of fungicides, insecticides, poisons, pesticides and/or mechanical means and shall abide by all posting requirements prior to application. Review and perform weekly during maintenance period.

3.7 FIELD QUALITY CONTROL, SUBSTANTIAL COMPLETION AND FINAL COMPLETION

- A. Contact Owner's Representative a minimum of 48 hours prior notice for review and approval of the following prior to proceeding with subsequent work:
 - 1. Preparation: at completion of finish grading and prior to planting, grading tolerances and soil preparation shall be checked for conformance to Drawings and as specified herein.
 - 2. Layout: Layout of all plants, headerboard and other major elements shall be directed and/or approved by the Owner's Representative.
 - 3. Substantial Completion Review (Pre-maintenance): At substantial completion of this Section, work shall be reviewed for conformance with the Drawings. Written approval shall mark beginning of the maintenance period.
 - 4. Final Completion Review: At the end of specified maintenance period, work shall be reviewed for conformance with Drawings including additional requirements stipulated during maintenance period shall be extended at Contractors sole cost as directed by the Owner's Representative.
 - 5. Re-inspections required due to Contractor not being prepared or non-conformance to Drawings shall be back charged to the Contractor.
- B. Satisfactory Sodded Lawn: At end of maintenance period, a healthy, well-rooted, even-colored, viable lawn has been established, free of weeds, open joints, bare areas, and surface irregularities.

- C. Reestablish lawns that do not comply with requirements and continue maintenance until lawns are satisfactory and upon written approval of Owner.

3.8 CLEANUP AND PROTECTION

- A. Promptly remove soil and debris created by lawn work from paved areas. Clean wheels of vehicles before leaving site to avoid tracking soil onto roads, walks, or other paved areas.
- B. Erect barricades and warning signs as required to protect newly planted areas from traffic. Maintain barricades throughout maintenance period and remove after lawn is established.
- C. Remove erosion-control measures after grass establishment period

**END OF SECTION 32 92 00
(Revised 2/16/2025)**

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SECTION 32 92 19 TURF HYDRO-SEEDING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-1 Specification sections, apply to work of this section.

1.2 DESCRIPTION OF WORK

- A. Furnish all labor, materials, facilities, transportation and services to complete all landscaping and related work as shown on the Drawings and specified herein.
- B. Scope of Work:
- C. The general extent of the landscaping is shown on the Drawings and includes, but is not limited to, the following:
 - 1. Weed eradication
 - 2. Topsoil
 - 3. Soil preparation
 - 4. Planting new turf areas
 - 5. Maintenance period, 90 days

1.3 DEFINITIONS

- A. Finish Grade: Elevation of finished surface of planting soil.
- B. Import Topsoil: Shall be obtained from a local source and coming from a site with similar soil characteristics as the project site. Topsoil shall be fertile, friable, natural loam surface soil, reasonably free of subsoil, clay lumps, brush, weeds and other litter and free of roots, stumps, stones and rocks and other extraneous or toxic matter harmful to plant growth.
- C. Manufactured Topsoil: Soil produced off-site by homogeneously blending nutrients, minerals, soils or sand with stabilized organic soil amendments to produce surface planting soil capable of sustaining plant growth.
- D. Planting Soil: On-site topsoil, import topsoil or manufactured topsoil.
- E. Subgrade: Surface or elevation of subsoil remaining after completing excavation, or top surface of a fill or backfill immediately beneath topsoil.

- F. On-site Topsoil: Naturally occurring, on-site, surface soil, usually occurring in the top four (4) to twelve (12) inches of original, undisturbed surface soil containing organic material, necessary nutrients and minerals to sustain plant growth and be approved to sustain plant life by an approved soil and plant lab.
- G. Substantial completion for landscape and irrigation: Work shall be considered substantially complete when irrigation, planting, turf planting and seeding are installed correctly per plans and specifications with only minor adjustments required and approval has been submitted in writing by Owner's Representative.
- H. Final completion for landscape and irrigation: Work shall be considered complete when irrigation, planting, turf planting and seeding are installed correctly per plans and specifications and the maintenance period has been completed per plans and specifications and approval has been submitted in writing by Owner's Representative.

1.4 QUALITY ASSURANCE

- A. Unless otherwise specified, install all materials in accordance with manufacturer's recommendations.
- B. Installer Qualifications:
 - 1. Experience: The landscape installation firm shall have contracted for and successfully completed construction of a minimum of five (5) California public school district construction projects, approved by the Division of the State Architect (DSA), within the past five (5) years of similar size, complexity, budget and scope
 - 2. Licensure: The landscape installation firm shall hold a current, active C27 "Landscaping Contractor" license classification by the California State License Board that has been consistently active for at least five (5) years and that has not been suspended or revoked.
 - 3. Supervision: The landscape installation firm shall have a qualified and experienced landscape technician on site during landscape installation.
- C. Owner's Representative shall observe and verify landscape installation complies with Specifications, Drawings and Details. Notify Landscape Architect of any discrepancies or concerns for resolution prior to proceeding with work.
- D. Substantial completion for landscape and irrigation: Work shall be considered substantially complete when irrigation, planting, turf planting and seeding are installed correctly per plans and specifications with only minor adjustments required and approval has been submitted in writing by Owner's Representative.

- E. Final completion for landscape and irrigation: Work shall be considered complete when irrigation, planting, turf planting and seeding are installed correctly per plans and specifications and the maintenance period has been completed per plans and specifications and approval has been submitted in writing by Owner's Representative.

1.5 REFERENCES AND REGULATORY REQUIREMENTS

- A. American Joint Committee on Horticulture Nomenclature (AJCHN): Standard Plant Names
- B. American Association of Nurserymen, Inc. (AAN): American Standard for Nursery Stock
- C. Sunset Western Garden Book, Lane Publishing Co.
- D. Agriculture Code of California

1.6 SUBMITTALS

- A. Product and Material Data: For each type of product specified. Submit manufacturer's technical data and installation instructions for landscape products conforming to requirements of Section 01 33 00 Submittal Procedures to include, but not be limited to:
 - 1. Analysis of proposed soil amending materials by Waypoint Analytical California, Inc. (408) 727-0330, or approved equal, made according to methods established by the Association of Official Analytical Chemists, where applicable.
 - 2. Certification of turfgrass seed, identifying source, including name and telephone number of supplier.
 - 3. Material Test Reports: For on-site topsoil, import topsoil and/or manufactured soil proposed for use on this project.
 - 4. Planting soil amendments as recommended by Waypoint Analytical California, Inc. (408) 727-0330, or approved equal.
- B. Substitutions:
 - 1. Apply to the Owner's Representative, at time of submittal, for any necessary substitutions in accordance with District Policy on Substitutions.
- C. Certification: Submit certificates of inspection as required by governmental authorities. Submit manufacturers' or vendors' certified analysis for soil amendments and fertilizer materials. Submit other data substantiating that materials comply with specified requirements.

D. Submit letters of compliance, manufacturer's literature for the following:

1. Seed Mixes with letter of certification and APSA test results.
2. Mulches
3. Binders/Tackifiers
4. Fertilizers

1.7 DELIVERY, STORAGE AND HANDLING

A. General:

1. Handle and store all products of this Section in such a manner as to protect them from harmful elements.
2. Storage of products on-site shall be done in an orderly manner so as not to unnecessarily impede work or reasonable use of the Project Site.

B. Fertilizers and Soil Conditioners:

1. Deliver in original unopened containers showing guaranteed chemical analysis and name of manufacturer.
2. Store in protected dry location, protected from weather or other conditions that might decrease the effectiveness of the products. Coordinate with the Owner's Representative.

C. Bulk Material:

1. Coordinate delivery and storage with Owner's Representative.
2. Confine neat piles of materials to areas approved by the Owner's Representative.

1.8 PROJECT/SITE CONDITIONS

A. Planting operations shall not be conducted under the following conditions:

1. Freezing weather
2. Excessive heat
3. High winds
4. Excessively wet conditions

B. Proceed with and complete turf seeding work as rapidly as portions of site become available.

C. Utilities: Determine location of underground utilities and perform work in a manner which will avoid possible damage. Hand excavate, as required. Maintain grade stakes set by others until removal is mutually agreed upon by parties concerned.

D. Excavation: When conditions detrimental to plant growth are encountered, such as rubble fill, adverse drainage conditions, or obstructions, notify Owner's Representative for corrective measures before planting.

1.9 WARRANTY

- A. All work executed under this Section shall be warranted free of defects and poor workmanship for a period of one (1) year after date of Final Completion.
- B. Turf planting shall be warranted to be in healthy and thriving condition during Warranty period, except for defects resulting from neglect by Owner, abuse or damage by others, or unusual phenomena or incidents which are beyond turf seeding installer's control.
- C. Repair and/or reseed turf areas not in vigorous condition immediately upon notification by Owner's Representative during Warranty period.

1.10 MAINTENANCE PERIOD – 90 DAYS

- A. Contractor shall maintain turf seeded areas for a minimum period of 90 calendar days after approval of substantial completion.
- B. Maintenance period shall commence upon written approval by Owner's Representative of soil preparation, seeding and turf establishment. Substantial completion shall be acceptable when:
 - 1. A healthy, actively growing stand of turf provides at least 95% coverage with no bare areas greater than 12" in diameter.
 - 2. Turf has been mowed at least three times upon reaching a height of three (3) inches.
 - 3. Turf coverage is essentially free of weeds.

PART 2 - PRODUCTS

2.1 TOPSOIL

- A. Prior to bidding, Contractor to coordinate with General Contractor, Owner, Demolition and/or Grading Contractors and verify source of topsoil for proposed turf planting areas and if necessary, identify Contractor responsible for stockpiling on-site topsoil and/or acquiring import topsoil and installing a minimum of six (6) inches of topsoil in proposed turf planting areas in accordance with these specifications, details, notes, grading and drainage plans.
- B. On-site Topsoil may be used and/or stockpiled and re-installed in proposed turf planting areas if the soil meets the following requirements:
 - 1. Topsoil shall be clean, on-site material excavated from or occurring in the top six (6) inches of original grade. Topsoil shall have a pH of 6.0 to 7.9, be representative of a productive soil with an organic matter content between four (4) and twenty (20) percent and be approved to sustain plant life by an approved soil and plant lab.

2. Topsoil shall be free of roots, clods, stones larger than one (1) inch in the greatest dimension, pockets of coarse sand, noxious weeds, sticks, lumber, brush and other litter. It shall not be infested with nematodes or other undesirable disease-causing organisms such as insects and plant pathogens.
3. Topsoil shall be friable and have sufficient structure in order to give good tilth and aeration to the soil.

C. Import Topsoil: Supplement with imported or manufactured topsoil from off-site, local sources, when quantities of on-site topsoil are insufficient. Do not obtain topsoil from agricultural land, bogs or marshes. Import topsoil shall be capable of sustaining plant growth containing sufficient quantities of available nitrogen, phosphorus, potassium, calcium and magnesium to support normal plant growth, shall be easily cultivated, and shall be free of stones 1 inch or larger in any dimension, roots, plants, sod, clay lumps and other extraneous materials harmful to plant growth. Obtain topsoil from naturally well-drained sites where topsoil occurs in the top 4 inches containing decaying vegetable matter. Verify suitability of import topsoil source by submitting sample to soil testing laboratory and confirm with soil testing laboratory if import topsoil is recommended for planting on this project and conforms to the following topsoil requirements:

D. Requirement Standard	Unit	Value	Applicable
Soil Reaction	Ph	6.0-7.9 (a)	ASTM D4972
Passing No. 4 Sieve	%	95-100	ASTM D422
Sand Size, 2.0-0.05 mm	%	10-70	ASTM D422
Silt Size, 0.05-0.005mm	%	0-40	ASTM D1140
Clay Size, <0.005mm	%	20-50	ASTM D1140
Easily Oxidizable Organic Matter	%	3.0-6.0 (b)	ASTM D2974 AASHTO T194

1. Determine Ph by Method A for on-site source and Methods A and B for import topsoil. If on-site source topsoil does not satisfy the specified pH range, achieve the desired pH by amending the soil as recommended by the soil and plant laboratory report.
2. Soil testing laboratory shall identify test method used if different from the specified.

E. Soil testing: Contractor shall submit to the Owner’s representative for approval, certification from an agricultural soils testing laboratory that the import/on-site topsoil provided conforms to the specifications prior to delivery of import or placement of on-site topsoil.

2.2 FERTILIZER

- A. Contractor shall collect and submit two samples of site topsoil, representative of the top eight (8) inches of planting soil, to a locally known soil testing laboratory for analysis and amendment recommendations. Soil samples shall be taken from proposed planting areas or topsoil source. Sample shall be taken to a depth of 8 inches. Contractor shall amend per soil testing laboratory recommendations. Soil amendments in this specification are provided for bidding purposes only.
- B. Fertilizers: All fertilizers shall be of an approved brand with a guaranteed chemical analysis as required by USDA regulations and shall be dry and (except for plant tabs) free flowing.
- C. Soil Preparation: As specified in soil laboratory recommendation. The following materials and quantities are given for bidding purposes only. Contractor shall amend soil using products, quantities and methods specified by Soil and Plant Laboratory, or approved equal.
 - 1. 6-20-20 granular fertilizer.
 - 2. Soil sulfur.
- D. Soil Conditioner: 0-1/4 inch nitrogen-fortified organic amendment contributing at least 270 pounds of organic matter per cubic yard.

2.3 SEED MATERIAL

- A. General
 - 1. All seeds shall conform to the species shown on the Drawings.
- B. Quality: Seed shall conform with the California State Seed Law of the Department of Agriculture. Each seed bag shall be delivered to the site sealed and clearly marked as to species, purity, percent germination, dealer's guarantee, and dates of test. Prior to seeding, the Contractor shall provide a letter of certification and the original Association of Official Seed Analysts (AOSA) seed test results.
- C. Seed:
 - 1. All seed shall conform to the following:
 - a. From current or latest season's crop.
 - b. Free of all weed seed and have producers' Statement of Analysis Guarantee.
 - c. 95% pure of weight and have a 90% germination rate.
 - d. Labeled in conformance to State and U.S.D.A. laws and regulations.
 - 2. Seed mixture shall be "Sports Field Mix" 80% Rye and 20% Bluegrass, Ewing Irrigation Product Code #5300-0567.
 - 3. Apply seed mix at a rate of 10 pounds per 1,000 square feet.

2.4 HYDROSEED MATERIALS

- A. Mulch: shall be composed of cellulose or wood fiber products with no growth or germination inhibiting substances, and shall be manufactured in such a manner that when thoroughly mixed with seed, fertilizer, organic stabilizer, and water, in the proportions specified, will form homogenous slurry which is capable of being sprayed to form a porous mat. The fibrous mulch in its air-dry state shall contain no more than 15% by weight of water. The fiber shall have a temporary green dye and shall be accompanied by a certificate of compliance stating that the fiber conforms to these specifications.
- B. Organic Stabilizer/Tackifier: shall be an organic substance in powder form and shall be psilium-based and packed in clearly marked bags stating the contents of each package. The California Department of Food and Agriculture shall certify the material as Auxiliary Soil Chemical.
- C. Equipment: The equipment used for application of slurry shall be a commercial-type Hydro-Seeder and have a built-in agitation system with an operation capacity sufficient to agitate, suspend and homogeneously mix slurry. Tank capacity shall be a minimum of 1,500 gallons and shall be mounted on a truck to allow access to the site. Distribution Lines shall be large enough to prevent stoppage and allow for even distribution of slurry over the site. Pump shall be able to generate 150 psi at the nozzle.
- D. Fertilizer: Fertilizer shall be a starter fertilizer derived from urea formaldehyde (N-P-K: 6-24-24) and conform to the requirements of the California Food and Agriculture Code.
- E. Water: Water supply shall be furnished by the General Contractor and shall be made readily available at the site for area to be hydroseeded.

2.5 HERBICIDES

- A. All herbicides shall be approved by the District prior to use.
- B. Contractor shall contact School District prior to application of herbicides for District policies, rules and regulations pertaining to herbicide application.

2.6 OTHER MATERIALS

- A. Provide all other material as required to complete turf seeding as shown on the Drawings and specified herein.
- B. All materials shall be new, first quality.

- C. Wood Edging: Of sizes shown, and as follows:
 - 1. Species: Construction Heart Redwood.
 - 2. Stakes: Same species as edging, 2 by 2 by 18 inches long in nominal size, with galvanized nails for anchoring edging.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Make provisions and take necessary precautions to protect existing work from damage during execution of this work.
- B. Install temporary chain link fencing as required to protect work from damage. Obtain approval from District for fence location.
- C. Coordinate with District to allow grass to grow for two weeks prior to weed eradication program.

3.2 WEED ERADICATION (prior to seeding existing, undisturbed topsoil area)

- A. Prior to disturbing soil to be planted with turf, the following program is proposed for bidding purposes and is subject to change per pest control advisor's recommendation:
 - 1. Water lawn area to be replanted thoroughly for a period of two (2) consecutive weeks per pest control advisor's direction. A specific watering duration and frequency program shall be designed to germinate weeds and shall be approved in advance.
 - 2. Discontinue watering process for two days, apply Round-up or equal non-selective broad spectrum systematic herbicide for perennial weeds. The type of chemical to be used shall be determined by licensed pest control advisor. If annual weeds are present, use straight contact herbicide in accordance with pest control advisor's recommendations. Avoid irrigation for a minimum of four days for effective weed kill.
 - 3. Allow sufficient period of time to insure that all weeds are dead. Refer to herbicide manufacturer recommendations.
 - 4. Water lawn area to be replanted thoroughly for a period of two consecutive weeks per pest control advisor's direction. Discontinue watering process for one day prior to applying a second application of herbicide(s). Re-apply the spraying operation with a straight contact weed killer according to the pest control advisor's recommendations. Avoid irrigation for a minimum of four days for effective weed kill.
 - 5. Allow sufficient period of time to insure that all weeds are dead prior to proceeding with work. Refer to herbicide manufacturer recommendations.

3.3 ON-SITE TOPSOIL

- A. Contractor shall ensure a minimum of twelve (12) inches of topsoil exists or has been installed in proposed turf planting areas as indicated on drawings.
- B. Compact topsoil to 85%.

3.4 IMPORT TOPSOIL

- A. Contractor shall install import topsoil in proposed turf seeding areas or verify topsoil has been installed by others prior to beginning work.
- B. Prior to any work of this Section, crossrip existing subsoil to a six (6) inch depth. Apply import topsoil in layers. Install up to six (6) inches of import topsoil and till to mix import topsoil with subsoil to a depth of eight (8) inches. Compact and apply additional layers in six (6) inch lifts as required, tilling and compacting each lift.
- C. Remove rocks, sticks, clods, debris and other deleterious materials over one (1) inch in diameter from top six inches of soil.
- D. Float, rake and roll all planter and lawn areas to established finished grades as directed by the Architect. Maintain drainage patterns and swales.
- E. Hold finish grades to 1/2" from adjacent paving surfaces, utility boxes, tops of curbs, etc.

3.5 SOIL AMENDING AND FINE GRADING (Amend per Soil-Testing Laboratory recommendations. The following recommendations are given for bidding purposes only.)

- A. Soil Preparation: Loosen subgrade of planting beds by crossripping or equivalent cultivation to a minimum depth of ten (10) inches. Remove stones larger than one (1) inch in any dimension and sticks, roots, rubbish, and other extraneous matter in the top six (6) inches of soil and legally dispose of them off Owner's property.

- B. Soil Amending: (Amend per Soil-Testing Laboratory recommendations. The following recommendations are provided for bidding purposes only.) Add the following and thoroughly till into the top six (6) inches of planting soil at the following rates per 1,000 square feet. Till planting soil to a homogeneous mixture of fine texture, free of lumps, clods, stones, roots and other extraneous matter. Float, rake and roll all planter areas to establish finished grades, maintaining drainage patterns and swales for grading and drainage plans, creating smooth, uniform surface plane.
1. 6 cubic yards nitrogen fortified organic soil amendment.
 - a. In order to comply with MWEL0 492.6, 3. (C). Soil Preparation, Mulch and Amendments, at a minimum, compost shall be applied at a rate of four (4) cubic yards per 1,000 square feet of permeable area incorporated to a depth of six (6) inches into the soil. Soils with greater than six percent (6%) organic matter in the top six (6) inches are exempt from adding compost.
 2. 14 pounds all-purpose granular fertilizer (6-20-20).
 3. 15 pounds soil sulfur.
- C. Fine Grading: Grade planting areas to a smooth, uniform surface plane with loose, uniformly fine texture. Grade to within plus or minus 1/2 inch of finish elevation. Roll and rake, remove ridges, and fill depressions to meet finish grades. Refer to civil grading plans and conform to designed grades, drainage patterns, swales, and ridges.
1. There shall be no areas that hold water or drain toward buildings or structures, unless designed per civil grading plans.
 2. In seeded turf areas, one (1) inch below adjacent paved surfaces, utility boxes, tops of curbs, etc.
- D. Moisten prepared lawn areas before planting if planting soil is dry. Water thoroughly and allow surface to dry before planting. Do not create muddy soil conditions.
- E. Restore areas if eroded or otherwise disturbed after finish grading and before planting.

3.6 HYDRO-SEEDING

- A. Verify that soil is prepared and amendments have been incorporated, compacted and fine graded in accordance with this section and free of vegetation and other objectionable material.
- B. Contractor shall demonstrate and have written approval of irrigation coverage over amended planting area prior to installation of hydro-seed.
- C. Verify grades are final.

D. Hydro-seeding preparation: Do slurry preparation at the job site:

1. Water, mulch, fertilizer, binder and other ingredients shall be added to the tank simultaneously so the finished load is a homogenous mix of the specified ingredients.
2. Seed shall be added last and shall be discharged within two (2) hours. Loads held over tow (2) hours will be recharged with 1/2 the seed rate before application.
3. Once fully loaded, the complete slurry shall be agitated for 3-5 minutes to allow for uniform mixing.

E. Hydro-seeding Application: One step hydro-seed

<u>Lbs/Acre</u>	<u>Material</u>
2,000 lbs	100% Cellulose or Wood Fiber
500 lbs.	Fertilizer , 6-24-24
10 lbs.	Seed as specified – REFER TO PLANTING PLAN

F. Procedure

1. Apply hydroseed mixture in a sweeping motion to form a uniform application and form a mat at the specified rates per acre.
2. Un-used loads remaining in tank for more than eight (8) hours shall be removed from job site at Contractor's expense.
3. Re-seeding shall be performed at Contractor's discretion to achieve 95% coverage at substantial completion.

G. Substantial Completion and beginning of Maintenance: Contractor shall achieve 95% turf coverage which is fairly free of weeds in order begin maintenance period. Obtain written approval from Owner's Representative in order to begin maintenance.

3.7 90 DAY MAINTENANCE

- A. Protect work from damage, erosion and trespass. Maintain temporary barriers in proper condition.
- B. Keep seeded areas moist, but not saturated until seed has germinated completely, about 7 to 12 days.
- C. Cut and edge as required when turf reaches a height of three (3) inches. Cut at minimum height of two (2) inches. Remove all clippings. Turf areas shall be cut within two (2) days of completion of maintenance period and turn-over.
- D. Reseed bare spots eight (8) inches and larger to fill bare spots.

- E. Areas showing germination failure, shall be reseeded at 10 day intervals until a full, thick and even growth of turf is established over the entire area. Repair and reseed all areas damaged by erosion, settlement or other means.
- F. Contractor shall be solely responsible for ensuring that all planting is sufficiently watered to promote vigorous growth.
- G. Weed Control: Maintain lawn areas in a weed-free condition. Weeding may be done manually or by the use of selective herbicides. No herbicide shall be used without the Owner's Representative's prior consent. Use only approved herbicides, use in accordance with manufacturer's recommendations and per Pest Control Advisor's recommendations. If selective herbicides are used, extreme caution shall be observed so as not to damage any other plants. Spraying shall be done only under windless conditions.
- H. Disease and Pest Control: Disease, pests (moles and gophers) and insect damage shall be controlled by the use of fungicides, insecticides or pesticides. (Contractor shall obtain written approval from project owner prior to application of fungicides, insecticides or pesticides).
- I. Fertilizing: Immediately after completion of planting, fertilize turf with amonium sulfate (21-0-0) fertilizer at a rate of five (5) pounds per 1000 square feet. Fertilize with specified fertilizer after 45 days, prior to end of maintenance period.

3.8 FIELD QUALITY CONTROL, SUBSTANTIAL COMPLETION AND FINAL COMPLETION

- A. Contact Owner's Representative a minimum of 48 hours prior notice for review and approval of the following prior to proceeding with subsequent work:
 - 1. Preparation: at completion of finish grading and prior to planting, grading tolerances and soil preparation shall be checked for conformance to Drawings and as specified herein.
 - 2. Layout: Layout of all plants, headerboard and other major elements shall be directed and/or approved by the Owner's Representative.
 - 3. Substantial Completion Review (Pre-maintenance review): At substantial completion of this Section, work shall be reviewed for conformance with the Drawings. Written approval shall mark beginning of the maintenance period.
 - 4. Final Completion Review (Final Review): At the end of specified maintenance period, work shall be reviewed for conformance with Drawings including additional requirements stipulated during maintenance period shall be extended at Contractors sole cost as directed by the Owner's Representative.
 - 5. Re-inspections required due to Contractor not being prepared or non-conformance to Drawings shall be back charged to the Contractor.

- B. Satisfactory Seeded Lawn: At end of maintenance period, a healthy, well-rooted, even-colored, viable lawn has been established, free of weeds, bare areas, and surface irregularities.
- C. Reestablish lawns that do not comply with requirements and continue maintenance until lawns are satisfactory and upon written approval of Owner.

3.9 CLEANUP AND PROTECTION

- A. Turf areas and staging areas shall be maintained in a neat and orderly condition. Keep paved area free of soil.
- B. Hydro-seeding overspray shall be washed or otherwise cleaned off areas not intended to receive treatment.
- C. Protect turf plantings and materials from damage due to planting operations, operations by other contractors and trades and trespassers. Maintain protection during installation and maintenance periods. Treat, repair or replace damaged planting work as directed.

**END OF SECTION 32 92 19
(Revised 1/30/2025)**