

NOTICE INVITING INFORMAL BIDS

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, **Braun Center at Old Gallinas Phase 3 Project, Bid No. 25-05** ("Project" or "Contract"). The Project consists of all labor, materials equipment and services necessary to complete the removal of existing pavement and vegetation and installation of new walkways, stairs, ramp systems, and handrails. Estimate: \$150,000.00 Contract Documents will be available on or after March 25, 2025, and may be downloaded from the District's website, <https://www.srcsbondprogram.org/domain/16>, using the ["Doing Business With Us"] link.

The District will only receive bids submitted electronically. Bids will be received until **3:00:00 p.m., April 10, 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.

To bid on this Project, the Bidder is required to be registered as a public works contractor with the Department of Industrial Relations and to possess one or more of the following State of California Contractor Licenses: **A.** The Bidder's license(s) must remain active and in good standing throughout the term of the Contract.

A mandatory pre-bid conference and site visit will be held on **April 2, 2025, at 2:00:00 p.m. at Old Gallinas Children's Center, 251 N San Pedro Rd., STE D, San Rafael, CA 94903** ("Site Visit"). All participants are required to sign in. The sign-in location map is attached. The site visit is expected to take approximately ½ hour. Failure to attend 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. 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 successful Bidder shall comply with all requirements of Division 2, Part 7, Chapter 1, of the Labor Code and Title 8 of the California Code of Regulations. For all work performed pursuant to this Contract, the Contractor and all subcontractors shall pay all workers not less than the general prevailing rate of per diem wages and for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, ("DIR") 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. Prevailing wage rates are also available from the District or the DIR website at: <http://www.dir.ca.gov>. This Project is subject to labor compliance monitoring and enforcement by the DIR.

The Board reserves the right to reject any and all bids and/or waive any irregularity in any bid received. Unless otherwise required by law, no bidder may withdraw its bid for ninety (90) days after the date of the bid opening.

END OF DOCUMENT

INSTRUCTIONS TO BIDDERS

Contractors 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, ("Work") for the following project:

Braun Center at Old Gallinas Phase 3 Project, Bid No. 25-05 ("Project").

2. 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, and time of bid opening. Bids must be electronically submitted to the following email address: bondprogram@srcs.org by date and time shown in the Notice to Bidders.
3. 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. 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.
4. 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.
5. Bids shall be clearly written and without erasure or deletions. District reserves the right to reject any bid containing erasures, deletions, or illegible contents.
6. 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 non-responsive 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. Photocopy of Bid Bond on the District's form, or other security.
 - b. Designated Subcontractors List.
 - c. Site Visit Certification, if a site visit was required.
7. 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 non-responsive and will not be considered.

8. If Bidder to whom a contract is awarded ("Contract" or "Agreement") fails or neglects to enter into 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.
9. Bidders must submit with the Bid the Designated Subcontractors List for those subcontractors who will perform any portion of the Project, ("Subcontractor") 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 the 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.
10. 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.
11. 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.

12. Bidders shall submit the Non-Collusion Declaration with their Bids. Bids submitted without the Non-Collusion Declaration shall be deemed non-responsive and will not be considered.
13. The Contractor and all Subcontractors under the Contractor shall pay all workers on all work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to 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>.
14. Section 17076.11 of the Education Code requires school districts using funds allocated pursuant to the State of California School Facility Program for the construction and/or modernization of school building(s) 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 on projects that receive state funding or demonstrate its good faith effort to solicit DVBE participation in this Contract. In order to meet this requirement by demonstrating a good faith effort, Bidder must advertise for DVBE-certified subcontractors and suppliers before submitting its Bid. For any project that is at least partially state-funded, the lowest responsive responsible Bidder awarded the Contract must submit certification of compliance with the procedures for implementation of DVBE contracting goals with its signed Agreement. DVBE Certification Participation Form is attached. Do not submit this form with your Bid.
15. Submission of Bid signifies careful examination of the District's proposed Contract Documents for the Project 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, Project and Work sites, 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 Work 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 Contract 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 Contractor 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 Contractor is required to make such verification as a condition to bidding. In submitting its Bid, Contractor shall rely on the results of its own independent investigation. In submitting its Bid, Contractor 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, Contractor 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 Contractor 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, Contractor may not in any manner rely on the information in these reports and drawings. Subject to the foregoing, Contractor must make its own independent investigation of all conditions affecting the Work and must not rely on information provided by District.

16. 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.
17. 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.
18. 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.
19. Addenda may also be issued to modify other parts of the Contract Documents, as deemed advisable by the District.
20. 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 obtained from the District.
21. The Contract may include alternates. Alternates are defined as alternate products, materials, equipment, systems, methods, or major elements of the construction that may, at the District's option and under terms established in the Contract and pursuant to section 20103.8 of the Public Contract Code, be selected for the Work.
22. 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. In the event all Bids exceed the informal bid threshold of \$220,000, the District's Governing Board may elect to pass a resolution to award the Contract at \$235,000 or less to the lowest responsible Bidder, in accordance with Public Contract Code section 22034(d).
23. 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 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.
- 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.
24. The Bidder to whom a 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 non-responsive.
- 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% of Contract Price): On the form provided in the Contract Documents and fully executed as indicated on the form.
 - c. Payment Bond (100%) (Contractor's Labor and Material Bond): 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. Disabled Veterans' Business Enterprise Participation Certification.
 - i. Drug-Free Workplace Certification.
 - j. Tobacco-Free Environment Certification.

- k. Drug and Alcohol-Free Schools 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.
25. 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.
26. District reserves the right to reject any or all Bids, including without limitation the right to reject any or all nonconforming, non-responsive, 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.
27. Discrepancies between written words and figures, or words and numerals, will be resolved in favor of figures or numerals.
28. 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.
29. 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

BID FORM AND PROPOSAL

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

From: _____
(Proper Name of Bidder)

The undersigned declares that the Contract Documents, including, without limitation, the Notice to Bidders and the Instructions to Bidders, have been read, 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. 25-05 ("Work") for the following project known as:

Braun Center at Old Gallinas Phase 3 Project

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

_____ dollars \$ _____

BASE BID

Bidder acknowledges and agrees that the Base Bid accounts for any and all Allowance(s).

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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 Conditions	\$15,000.00
Total Allowance Value	\$15,000.00

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) as described in the Contract Documents, and that each Bidder who is awarded a contract shall be in fact a prime contractor, not a subcontractor, to the District, and agrees that its Proposal, if accepted by the District, will be the basis for the Bidder to enter into a contract with the District in accordance with the intent of the Contract Documents.
3. The undersigned has notified the District in writing of any discrepancies or omissions or of any doubt, questions, or ambiguities about the meaning of any of the Contract Documents, and has contacted the Construction Manager or other official point of contact for 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 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 with this Bid Form and Proposal:

- Photocopy of Bid Bond on the District's form or other security
- Registered 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** 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.

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's 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: **Braun Center at Old Gallinas Phase 3 Project, No. 25-05** ("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.

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)

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: _____

Title: _____

END OF DOCUMENT

SITE VISIT CERTIFICATION

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

PROJECT: **Braun Center at Old Gallinas Phase 3 Project, No. 25-05**

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
To Be Executed By Bidder And Submitted With Bid
Public Contract Code Section 7106

The undersigned declares:

I am the _____ of _____, the party making the foregoing Bid.

The Bid is not made in the 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.: Braun Center at Old Gallinas Phase 3 Project, No. 25-05, 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:

- (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: _____

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

AGREEMENT FOR CONSTRUCTION SERVICES (SMALL PROJECTS)

AGREEMENT NUMBER 25-05

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

1. The Contractor shall furnish to the District for a total price of _____ Dollars (\$_____) ("Contract Price"), the following services ("Services" or "Work"):

Braun Center at Old Gallinas Phase 3 Project, No. 25-05

2. Payment for the Work shall be made in accordance with the Terms and Conditions.
3. Contractor shall perform the Work at Old Gallinas Children's Center, 251 N San Pedro Rd STE D, San Rafael, CA 94903 ("Site"). The Project is the scope of Work performed at the Site.
4. Work shall be completed within Thirty (30) consecutive calendar days ("Contract Time") from the date specified in the District's Notice to Proceed, unless terminated earlier by the District for cause or for convenience.

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

5. Contractor agrees that if the Work is not completed within the Contract Time and/or pursuant to the completion schedule, construction schedule, or project milestones developed pursuant to provisions of the Contract, it is understood, acknowledged, and agreed that the District will suffer damage which is not capable of being calculated. Pursuant to Government Code section 53069.85, Contractor shall pay to the District, as fixed and liquidated damages for these incalculable damages, the sum of **Five Hundred Dollars (\$500.00)** per day for each and every calendar day of delay beyond the Contract Time or beyond any completion schedule, construction schedule, or project milestones established pursuant to the Contract.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

6. This Contract incorporates by this reference the Contract Documents attached hereto. Contractor, by executing this Contract, agrees to comply with all obligations set forth in the Contract Documents. The Contract Documents include only the following documents, as indicated:

<u> X </u> Notice to Bidders	<u> X </u> Disabled Veterans' Business Enterprise Participation Certification
<u> X </u> Instructions to Bidders	<u> X </u> Asbestos & Other Hazardous Materials Certification
<u> X </u> Bid Form and Proposal	<u> X </u> Lead-Product(s) Certification
<u> X </u> Bid Bond	<u> </u> Roofing Project Certification
<u> X </u> Noncollusion Declaration	<u> X </u> Registered Subcontractors List
<u> X </u> Off-Road Diesel-Fueled Fleet Certification	<u> X </u> Insurance Certificates and Endorsements
<u> X </u> Designated Subcontractors List	<u> X </u> Performance Bond
<u> X </u> Notice to Proceed	<u> X </u> Payment Bond
<u> X </u> Prevailing Wage Certification	<u> X </u> Specifications
<u> X </u> Workers' Compensation Certification	<u> X </u> Plans
<u> X </u> Criminal Background Investigation / Fingerprinting Certification	<u> X </u> Special Conditions
<u> X </u> Drug-Free Workplace Certification	<u> </u> Exhibit "A" ("Scope of Work")
<u> X </u> Tobacco-Free Environment Certification	<u> </u> _____ [Other]
<u> X </u> Drug and Alcohol-Free Schools Certification	<u> </u> _____ [Other]

7. Contractor shall not commence the Work under this Contract until the Contractor has submitted and the District has approved the performance bond, payment (labor and material) bond, the certificate(s) and the endorsement(s) of insurance required under the Terms and Conditions and the District has issued a Notice to Proceed.
8. The Design Professional In General Responsible Charge for the Project is Verde Design ("Architect"), the construction manager on the Project is Greystone West Co. ("Construction Manager"), and the project inspector on the Project is TBD ("Project Inspector"). Contractor hereby acknowledges that the Architect, the Construction Manager, the Project Inspector, and the Division of the State Architect 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. No work shall be carried on except with the knowledge and under the inspection of said Project Inspector. Project Inspector shall have free access to any or all parts of work at any time. Contractor shall furnish Project Inspector reasonable opportunities for obtaining such information as may be necessary to keep Project Inspector fully informed respecting progress, manner of work, and character of materials. The Contractor shall be liable for any delay caused by its non-compliant Work or its failure to provide proper notification for inspection.
9. Inspection and acceptance of the Work shall be performed by Timothy Ryan of the Strategic Facility Planning Department of the District.

10. Any notice required or permitted to be given under this Contract shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile or email, addressed as follows:

District

San Rafael City Schools
ATTN: Timothy Ryan
310 Nova Albion Way
San Rafael, CA 94903

Contractor

Name: _____
ATTN: _____
[ADDRESS]

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

11. Contractor shall guarantee all labor and material used in the performance of this Contract for a period of one (1) year from the date of the District's written approval of the Work.
12. This Contract incorporates by this reference the Terms and Conditions attached hereto. Contractor, by executing this Contract, agrees to comply with all the Terms and Conditions.
13. Each exhibit attached hereto is hereby incorporated herein by reference.
14. 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.
15. This Contract may be executed in one or more counterparts, and all counterparts together shall be construed as one document. 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.
16. By signing this Contract, Contractor certifies, under penalty of perjury, that all the information provided in the Contract Documents is true, complete, and correct.

[SIGNATURES ON FOLLOWING PAGE]

ACCEPTED AND AGREED on the date indicated below:

Dated: _____, 2025

SAN RAFAEL CITY SCHOOLS

Signature: _____

Print Name: Bob Marcucci

Print Title: Deputy Superintendent

Dated: _____, 2025

Contractor: _____

Signature: _____

Print Name: _____

Print Title: _____

License No.: _____

Registration No.: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail: _____

Information regarding Contractor:

Type of Business Entity:

____ Individual

____ Sole Proprietorship

____ Partnership

____ Limited Partnership

____ Corporation, State: _____

____ Limited Liability Company

____ Other: _____

Employer Identification and/or
Social Security Number

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of \$600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Contractor to furnish the information requested in this section.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY; TERMS AND CONDITIONS FOLLOW]

TERMS AND CONDITIONS TO CONTRACT

- 1. NOTICE TO PROCEED:** District shall provide a Notice to Proceed to Contractor pursuant to the Contract at which time Contractor shall proceed with the Work.
- 2. STANDARD OF CARE:** Contractor shall perform, diligently prosecute and complete the Work in a good and workmanlike manner within the Contract Time, and in strict conformity with all Contract Documents.
- 3. SITE EXAMINATION:** Contractor has examined the Site and certifies that it accepts all measurements, specifications and conditions affecting the Work to be performed at the Site. By submitting its quote, Contractor warrants that it has made all Site examination(s) that it deems necessary as to the condition of the Site, its accessibility for materials, workers and utilities, and Contractor's ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed as to any other undiscovered condition on the Site.
- 4. PERMITS, LICENSES AND REGISTRATION:** Contractor and all of its employees, agents, and subcontractors shall secure and maintain in force, at Contractor's sole cost and expense, all licenses, registration and permits as are required by law, in connection with the furnishing of materials, supplies, or services herein listed.
- 5. [RESERVED]**
- 6. [RESERVED]**
- 7. LABOR, MATERIALS AND EQUIPMENT:** Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the services herein described the services to be performed at such times and places as directed by and subject to the approval of the authorized District representative indicated in the Work specifications attached hereto. Unless otherwise specified, all materials shall be new and previously unused, and of the manufacturer's latest model or the best of their respective kinds and grades as noted or specified, and workmanship shall be of good quality.
- 8. SUBSTITUTIONS:** No substitutions of material from those specified in the Work Specifications shall be made without the prior written approval of the District. Contractor shall be responsible for any re-design costs occasioned by District's acceptance and/or approval of any substitute, as well as any costs that the District incurs for professional services, including DSA fees. District may deduct those costs from any amounts owing to Contractor for the review of the request for substitution, even if the request for substitution is not approved. Contractor shall, in the event that a substitute is less costly than that specified, credit the District with one-hundred percent (100%) of the net difference between the substitute and the originally specified material.
- 9. INDEPENDENT CONTRACTOR:** 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 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.
- 10. CONTRACTOR SUPERVISION:** Contractor shall provide competent supervision of personnel employed on the job Site, use of equipment, and quality of workmanship.
- 11. WORKERS:** Contractor shall at all times enforce strict discipline and good order among its employees and the employees of its subcontractors and shall not employ or work any unfit person or anyone not skilled in work assigned to him or her. Any person in the employ of the Contractor or a subcontractor whom the District may deem incompetent or unfit shall be dismissed from the Site and shall not again be employed at Site without written consent from the District.
- 12. SUBCONTRACTORS:** Subcontractors, if any, engaged by the Contractor for any Service or Work

under this Contract shall be subject to the approval of the District. Contractor agrees to bind every subcontractor by the terms of the Contract as far as such terms are applicable to subcontractor's work, including, without limitation, all registration, indemnification, insurance, bond, and warranty requirements. If Contractor shall subcontract any part of this Contract, Contractor shall be fully responsible to the District for acts and omissions of its subcontractor and of persons either directly or indirectly employed by itself. Nothing contained in the Contract Documents shall create any contractual relations between any subcontractor and the District.

13. SAFETY AND SECURITY: Contractor is responsible for maintaining safety in the performance of this Contract. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

14. CLEAN UP: Debris shall be removed from the Site. The Site shall be in order at all times when work is not actually being performed and shall be maintained in a reasonably clean condition.

15. PROTECTION OF WORK AND PROPERTY: Contractor shall erect and properly maintain at all times, as required by conditions and progress of the Work, all necessary safeguards, signs, barriers, lights, and security persons for protection of workers and the public, and shall post danger signs warning against hazards created by the Work. In an emergency affecting life and safety of life or of Work or of adjoining property, Contractor, without special instruction or authorization from District, is permitted to act at his discretion to prevent such threatened loss or injury.

16. FORCE MAJEURE: "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. 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. Costs imposed by the government on sales or importation of goods or materials including, without limitation, tariffs or taxes, are not Force Majeure.

17. CORRECTION OF ERRORS: Contractor shall perform, at its own cost and expense and without reimbursement from the District, any work necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care required herein. Schedule delays resulting from unauthorized work shall be Contractor's responsibility.

18. NO RELIEF FROM OBLIGATIONS BASED ON REVIEW BY OTHER PERSONS: 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.

19. DISTRICT'S RIGHT TO PERFORM WORK: If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this Contract, the District, after **FORTY-EIGHT (48)** hours' written notice to the Contractor, may make good such deficiencies, without prejudice to any other remedy it may have, including but not limited to the District hiring its own forces or another contractor to replace the Contractor's nonconforming Work, in which case the District shall either issue a deductive Change Order, a Construction Change Directive, or invoice the Contractor for the cost of that work. Contractor shall pay any invoices within thirty (30) days of receipt of same or District may withhold those amounts from payment(s) to Contractor.

20. ACCESS TO WORK: District representatives, Architect, and Project Inspector shall at all times have access to the Work wherever it is in preparation or in progress. Contractor shall provide safe and proper facilities for such access.

21. OCCUPANCY: District reserves the right to occupy buildings at any time before formal Contract completion and such occupancy shall not constitute final acceptance or approval of any part of the Work covered by this Contract, nor shall such occupancy extend the date specified for completion of the Work.

22. PAYMENT: On a monthly basis, Contractor shall submit an application for payment based upon the estimated value for materials delivered or services performed under the Contract as of the date of submission ("Application for Payment"). Within thirty (30) days after District's approval of the Application for Payment, Contractor shall be paid a sum equal to ninety-five percent (95%) of the value of the Work performed (as verified by Architect and Inspector and certified by Contractor) up to the last day of the previous month, less the aggregate of previous payments and amount to be withheld. The District may withhold or deduct from any payment an amount necessary to protect the District from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the District in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop payment notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract price or by the scheduled completion date; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of the Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by District during the prosecution of the Work; (9) erroneous or false estimates by the Contractor of the value of the Work performed; (10) any sums representing expenses, losses, or damages, as determined by the District, incurred by the District for which Contractor is liable under the Contract; and (11) any other sums which the District is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including section 1727 of the California Labor Code. The failure by the District to deduct any of these sums from a progress payment shall not constitute a waiver of the District's right to such sums. The District shall retain five percent (5%) from all amounts owing as retention. Retention shall be paid pursuant to Public Contract Code sections 7107, 7200 and 7201.

23. AUDIT. Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Contract. Contractor shall retain these books, records, and systems of account during the Term of this Contract and for five (5) years thereafter. Contractor shall permit District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Work covered by this Contract. Audit(s) may be performed at any time, provided that District shall give reasonable prior notice to Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents.

24. CHANGE IN SCOPE OF WORK:

24.1. Changes in Scope of Work. Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted unless such change, addition, or deletion is approved in advance and in writing by a valid change order executed by the District. Contractor specifically understands, acknowledges, and agrees that the District shall have the right to request any alterations, deviations, reductions, or additions to the Project or Work, and the cost thereof shall be added to or deducted from the amount of the Contract Price by fair and reasonable valuations. Contractor shall include maximums of ten percent (10%) mark-up for all tiers of subcontractors, five percent (5%) for overhead and profit, and two and one-half percent (2.5%) for bonds and insurance. Contractor also agrees to provide the District with all information requested to substantiate the cost of the change order and to inform the District whether the Work will be done by the Contractor or a subcontractor. In addition to any other information requested, Contractor shall submit, prior to approval of the change order, its request for a time extension (if any), as well as all information necessary to substantiate its belief that such change will delay the completion of the Work. If Contractor fails to submit its request for a time extension or the necessary supporting information, it shall be deemed to have waived its right to request such extension.

24.2. Allowances. If there is an Allowance, then Contractor shall not bill for or be due any portion of an Allowance unless Owner has identified specific work, Contractor has submitted a price for that work or Owner has proposed a price for that work, Owner has accepted the cost for that work, and Owner 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.

25. INDEMNIFICATION:

25.1. To the furthest extent permitted by California law, Contractor shall indemnify and hold harmless the District and its Governing Board, agents, representatives, employees, consultants, and volunteers (the "Indemnified Parties") from any and all demands, injuries, losses, expenses, liabilities, claims, suits and actions (the "Claims") of any kind, nature, and description, including, but not limited to, attorneys' fees and costs, directly or indirectly arising from, arising out of, connected with, or resulting from the performance of this Contract unless the Claims are caused by the active negligence or willful misconduct of the Indemnified Parties and/or defects in design furnished by the Architect, as found by a court or arbitrator of competent jurisdiction, in which case the Contractor's indemnification and hold harmless obligation shall be reduced by the proportion of the Indemnitees' and/or Architect's liability.

25.2. Contractor shall also, to the furthest extent permitted by California law, defend the Indemnified Parties at Contractor's own expense, including attorneys' fees and costs, from any and all Claims directly or indirectly arising from, arising out of, connected with, or resulting from the performance of this Contract unless the claims are caused by the active negligence or willful misconduct of the Indemnified Parties and/or defects in design furnished by the Architect, as found by a court or arbitrator of competent jurisdiction, in which case, without impacting Contractor's obligation to provide an immediate and ongoing defense of the Indemnified Parties, the Contractor's defense obligation shall be retroactively reduced by the proportion of the Indemnitees' and/or Architect's liability. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the District.

25.3. 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.

25.4. If the Indemnitees provide their 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 Indemnitees for any expenditures, including reasonable attorney's fees and costs.

25.5. The District may retain so much of the moneys due the Contractor as shall be considered necessary, until disposition of any such suit, claims or actions for damages or until the District has received written agreement from the Contractor that it will unconditionally defend the Indemnified Parties, and pay any damages due by reason of settlement or judgment.

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

26. PAYMENT BOND AND PERFORMANCE BOND: Contractor shall not commence the Work until it has provided to the District, in a form acceptable to the District, a Payment (Labor and Material) Bond and a Performance Bond, each in an amount equivalent to one hundred percent (100%) of the Contract Price issued by a surety admitted to issue bonds in the State of California and otherwise acceptable to the District.

27. CONTRACTOR'S INSURANCE:

27.1. The Contractor shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits not less than the amount indicated below. 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.

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments Each Occurrence General Aggregate	\$ 2,000,000 \$ 4,000,000
Automobile Liability Insurance - Any Auto Combined Single Limit	\$ 1,000,000
Workers' Compensation	Statutory Limits
Employer's Liability	\$ 1,000,000
Builder's Risk (Course of Construction)	Full replacement value for scope of Work

27.1.1. Commercial General Liability and Automobile Liability Insurance. Commercial General Liability Insurance and Any Automobile Liability Insurance that shall protect the Contractor, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)

27.1.2. Workers' Compensation and Employers' Liability Insurance. Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Contractor shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Contract are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

27.1.3. 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.

1.1. Proof of Insurance. The Contractor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

1.1.1. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation notice will be sent,

and length of notice period.

1.1.2. A clause stating: "This policy shall not be canceled until notice has been mailed to the District, stating date of cancellation. Date of cancellation shall not be less than thirty (30) days after date of mailing notice."

1.1.3. An endorsement stating that the District and its Governing Board, agents, representatives, employees, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, and Employers' Liability Insurance.

1.1.4. All policies except the Workers' Compensation Insurance, and Employers' Liability Insurance Policies shall be written on an occurrence form.

1.1.5. An endorsement stating that Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by District.

1.1.6. An endorsement stating that there shall be a waiver of any subrogation.

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

1.2. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the District.

2. WARRANTY/QUALITY: Unless a longer warranty is called for elsewhere in the Contract Documents, the Contractor, manufacturer, or their assigned agents shall guarantee the workmanship, product or service performed against defective workmanship, defects or failures of materials for a minimum period of one (1) year from filing the Notice of Completion with the county in which the Site is located. All workmanship and merchandise must be warranted to be in compliance with applicable California energy, conservation, environmental, and educational standards.

3. CONFIDENTIALITY: The Contractor shall maintain the confidentiality of any student, parent, personnel, and/or disciplinary information that Contractor encounters while performing the Work. This requirement shall be ongoing and shall survive the expiration or termination of this Contract.

4. 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, or lost bonding capacity, arising out of or in connection with this Contract for the services performed in connection with this Contract.

5. COMPLIANCE WITH LAWS: Contractor shall give all notices and comply with all laws, ordinance, rules and regulations bearing on conduct of the Work as indicated or specified. If Contractor observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.

6. LABOR CODE REQUIREMENTS: Contractor represents that Contractor and all Subcontractors shall not be presently debarred, suspended, proposed for disbarment, declared ineligible or excluded. The Contractor shall comply with all applicable provisions of the California Labor Code, Division 2, Part 7, Chapter 1, Articles 1 – 5, including, without limitation, the payment of the general prevailing per diem wage rates for public work projects of more than one thousand dollars (\$1,000). Copies of the prevailing rate of per diem wages are on file with the District or available online at <http://www.dir.ca.gov/>. In addition, the Contractor and each subcontractor shall comply with Section 1735 forbidding discrimination and Sections 1777.5 and 1777.6 concerning the employment of apprentices by Contractor or subcontractors.

6.1. Registration: Contractor and its subcontractor(s) shall be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 and in accordance with Labor Code section 1771.1.

6.2. Registered Subcontractor List: Within 30 days of the award of contract or prior to commencing the Work under this Contract, whichever occurs first, Contractor shall provide District all information required by Labor Code section 1773.3, as amended by Stats. 2017, Ch. 28, Sec. 21, for Company and all tiers of Subcontractors to enable District to provide notice to the Department of Industrial Relations (DIR) of the Contract (PWC-100 form). Contractor shall submit and maintain an updated Registered Subcontractor List including all Subcontractors of any tier furnishing labor, material, or equipment to the Project.

6.3. Certified Payroll Records: Contractor and its subcontractor(s) shall upload certified payroll records ("CPR") electronically using California Department of Industrial Relations' (DIR) eCPR System by uploading the CPRs by electronic XML file or entering each record manually using the DIR's iform (or current form) online 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, 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.

6.4. Labor Compliance: Contractor shall perform the Work of the Project while complying with all the applicable regulations, including section 16000, et seq., of Title 8 of the California Code of Regulations and is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations.

7. ANTI-DISCRIMINATION: 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 all of its subcontractors. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).

8. DISABLED VETERAN BUSINESS ENTERPRISES: Section 17076.11 of the Education Code requires school districts using funds allocated pursuant to the State of California School Facility Program for the construction or modernization of a school building (SFP Funds) to have a participation of at least three percent (3%), per year, of the overall dollar amount expended each year by the school district, for disabled veteran business enterprises (DVBE). If this Contract uses SFP Funds, Contractor must submit, with its executed Contract, appropriate documentation to the District identifying the steps Contractor has taken to solicit DVBE participation in conjunction with this Contract.

9. ANTI-TRUST CLAIM: Contractor and its subcontractor(s) agree to assign to the District all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or a subcontract. This assignment shall be made and become effective at the time the District tenders final payment to the Contractor, without further acknowledgment by the parties.

10. CONTRACTOR CLAIMS: In the event of any demand by Contractor for (A) a time extension, including, without limitation, for relief from damages or penalties for delay assessed by the District under the Contract, (B) 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 (C) an amount of payment disputed by the District, the parties shall attempt to resolve the dispute by those procedures set forth in Public Contract Code section 9204 and/or Article 1.5 (commencing with section 20104) of Chapter 1, Part, 3, Division 2, of the Public Contract Code, if applicable, the provisions of which are each attached hereto and incorporated herein by this reference. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Contractor shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Contractor's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the Contractor submits its written claim until the time the claim is denied, including any

time utilized by any applicable meet and confer process. Pending resolution of the dispute, Contractor and its subcontractors shall continue to perform the Work under the Contract and shall not cause a delay of the Work, including the disputed work, during any dispute, claim, negotiation, mediation, or arbitration proceeding, except by written agreement of the District.

11. ATTORNEY FEES/COSTS: Should litigation be necessary to enforce any terms or provisions of this Contract, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

12. TERMINATION:

12.1. If Contractor fails to perform the Services and Contractor's duties to the satisfaction of the District, or if Contractor fails to fulfill in a timely and professional manner Contractor's obligations under this Contract, or if Contractor violates any of the terms or provisions of this Contract, District shall have the right to terminate this Contract and/or Contractor's right to perform the Work of the Contract for cause effective immediately upon the District giving written notice thereof to Contractor. Contractor and its performance bond surety, if any, shall be liable for all damages caused to the District by reason of Contractor's failure to perform and complete the Contract. In the event termination for cause is determined to have not been for cause, the termination shall be deemed to have been a termination for convenience effective as of the same date as the purported termination for cause.

12.2. District shall also have the right in its sole discretion to terminate the Contract and/or Contractor's right to perform the Work of the Contract for its own convenience upon District giving three (3) days' written notice thereof to the Contractor. In case of a termination for convenience, Contractor shall be paid for the actual cost for labor, materials, and services performed including, without limitation, Contractor's and its subcontractor(s)' mobilization and or demobilization costs, that is unpaid and can be documented through timesheets, invoices, receipts, or otherwise. If Contractor objects to the termination for convenience, including disagreement on the actual cost, the District retains the right to all the option available to the District under a termination for cause.

12.3. Termination shall have no effect upon any of the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of termination.

13. ASSIGNMENT OF CONTRACT: Contractor shall not assign or transfer in any way any or all of its rights, burdens, duties, or obligations under this Contract without the prior written consent of the District.

14. TIME IS OF THE ESSENCE: Time is of the essence in the performance of and compliance with each of the provisions and conditions of this Contract.

15. CALCULATION OF TIME: For the purposes of this Contract, "days" refers to calendar days unless otherwise specified.

16. GOVERNING LAW: This Contract shall be governed by and construed in accordance with the laws of the State of California with venue of any action in a County in which the District administration office is located.

17. BINDING CONTRACT: This Contract shall be binding upon the parties hereto and upon their successors and assigns, and shall inure to the benefit of said parties and their successors and assigns.

18. DISTRICT WAIVER: District's waiver of any term, condition, covenant or waiver of a breach of any term, condition or covenant shall not constitute the waiver of any other term, condition or covenant or the waiver of a breach of any other term, condition or covenant.

19. CAPTIONS AND INTERPRETATIONS: Paragraph headings in this Contract are used solely for convenience, and shall be wholly disregarded in the construction of this Contract. No provision of this Contract shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Contract shall be construed as if jointly prepared by the parties.

20. INVALID TERM: If any provision of this Contract is declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining parts, terms and provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, term or provision will be deemed not to be a part of this Contract.

21. PROVISIONS REQUIRED BY LAW DEEMED INSERTED: Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and this

Contract shall be read and enforced as though it were included therein.

22. ENTIRE CONTRACT: This Contract sets forth the entire agreement between the parties hereto and fully supersedes any and all prior agreements, understandings, written or oral, between the parties hereto pertaining to the subject matter thereof.

23. NO ORAL MODIFICATIONS: 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.

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Public Contract Code section 9204

(a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3) (A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) "Public entity" shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the

public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2) (A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant 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 public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 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 public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 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.

(C) 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.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity'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 the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on their own behalf or on behalf of a lower tier subcontractor, that the 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 public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) 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; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2027, and as of that date is repealed, unless a later enacted statute that is enacted before January 1, 2027, deletes or extends that date.

Public Contract Code sections 20104 – 20104.6

§ 20104.

(a) (1) This article applies to all public works claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between a contractor and a local agency.

(2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.

(b) (1) "Public work" means "public works contract" as defined in Section 1101 but does not include any work or improvement contracted for by the state or the Regents of the University of California.

(2) "Claim" means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the local agency.

(c) The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.

(d) This article applies only to contracts entered into on or after January 1, 1991.

§ 20104.2.

For any claim subject to this article, the following requirements apply:

(a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

(b) (1) For claims of less than fifty thousand dollars (\$50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

(c) (1) For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

(d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency'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 local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(e) Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant 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 period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) 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.

(f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by 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.

§ 20104.4.

The following procedures are established for all civil actions filed to resolve claims subject to this article:

(a) Within 60 days, but no earlier than 30 days, following the filing or 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 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 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.

(b) (1) 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 Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) 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.

(2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

(c) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

§ 20104.6.

(a) No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.

(b) In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

END OF DOCUMENT

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 ("Agreement") for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

Braun Center at Old Gallinas Phase 3 Project

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

WHEREAS, said Principal is required under the terms of the Agreement to furnish a bond for the faithful performance of the Agreement.

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:

- 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.

The condition of the obligation is such that, if the above bounden Principal, his or 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 Agreement and any alteration thereof made as therein provided, on his or 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 Agreement, the above obligation shall hold good for a period equal to the warranty and/or guarantee period of the Agreement, 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 Agreement, 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 Agreement or to the Work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Agreement 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____.

(Affix Corporate Seal)

Principal

By

Surety

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

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 (or "District") and _____, ("Principal") have entered into a contract ("Agreement") for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

Braun Center at Old Gallinas Phase 3 Project ("Project") which Agreement dated _____, 20____, and all of the Contract Documents attached to or forming a part of the Agreement, 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 Agreement 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 his or its subcontractors, of the heirs, executors, administrators, successors, or assigns of any, all, or either of them shall fail to pay for any labor, materials, provisions, provender, 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 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.

SAN RAFAEL CITY SCHOOLS

INFORMAL BID PACKET - CUPCCAA
PAYMENT BOND - 1

And the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of Agreement 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____.

(Affix Corporate Seal)

Principal

By

Surety

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

WORKERS' COMPENSATION CERTIFICATION

PROJECT/CONTRACT NO.: Braun Center at Old Gallinas Phase 3 Project, No. 25-05 between 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.: Braun Center at Old Gallinas Phase 3 Project, No. 25-05 between 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.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

**DISABLED VETERAN BUSINESS
ENTERPRISE PARTICIPATION CERTIFICATION**

PROJECT/CONTRACT NO.: Braun Center at Old Gallinas Phase 3 Project, No. 25-05 between San Rafael City Schools ("District") and _____ ("Contractor" or "Bidder") ("Contract" or "Project").

GENERAL INSTRUCTIONS

Section 17076.11 of the Education Code requires school districts using funds allocated pursuant to the State of California School Facility Program ("Program") for the construction and/or modernization of school buildings to have a participation goal for disabled veteran business enterprises ("DVBE") of at least three percent (3%) per year of the overall dollar amount expended each year by the school district on projects that receive state funding. Therefore, lowest responsive responsible bidder awarded the Contract must submit this document to the District with its executed Agreement, identifying the steps contractor took to solicit DVBE participation in conjunction with this Contract. Do not submit this form with your bids.

Part I – Method Of Compliance With DVBE Participation Goals. Check the appropriate box to indicate your method of committing the contract dollar amount.

YOUR BUSINESS ENTERPRISE IS:	AND YOU WILL	AND YOU WILL
A. <input type="checkbox"/> Disabled veteran owned and your forces will perform at least 3% of this Contract	Include a copy of your DVBE letter from Office of Small Business and Disabled Veterans Business Enterprise Services ("OSB")*	Complete Part 1 of this form and the Certification
B. <input type="checkbox"/> Disabled veteran owned but is unable to perform 3% of this Contract with your forces	Use DVBE subcontractors /suppliers to bring the Contract participation to at least 3%	Include a copy of each DVBE's letter from OSB (including yours, if applicable), and complete Part 1 of this form and the certification
C. <input type="checkbox"/> NOT disabled veteran owned	Use DVBE subcontractors /suppliers for at least 3% of this Contract	
D. <input type="checkbox"/> Unable to meet the required participation goals after good faith efforts	Make good faith efforts, including contacts, advertisement and DVBE solicitation	Complete all of this Certification form

* A DVBE letter from OSB is obtained from the participating DVBE.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

You must complete the following table to show the dollar amount of DVBE participation:

	TOTAL CONTRACT PRICE
A. Prime Bidder, if DVBE (own participation)	\$
B. DVBE Subcontractor or Supplier	
1.	
2.	
3.	
4.	
C. Subtotal (A & B)	
D. Non-DVBE	
E. Total Bid	

Part II – Contacts. To identify DVBE subcontractors/suppliers for participation in your contract, you must contact each of the following categories. You should contact several DVBE organizations.

CATEGORY	TELEPHONE NUMBER	DATE CONTACTED	PERSON CONTACTED
1. The District			*
2. OSB, which publishes a list of DVBE's; Internet Address: http://www.dgs.ca.gov/osbcr	(916) 323-5478 (916) 322-5060		*
3. DVBE Organization (List)			*

*Write "recorded message" in this column, if applicable.

Part III – Advertisement. You must advertise for DVBE participation in both a trade and focus paper. List the advertisement you place to solicit DVBE participation. Advertisements should be published at least fourteen (14) days prior to bid/proposal opening; if you cannot advertise fourteen (14) days prior, advertisements should be published as soon as possible. Advertisements must include that your firm is seeking DVBE participation, the project name and location, and you firm's name, your contact person, and telephone number. Attach copies of advertisements to this form.

FOCUS/TRADE PAPER NAME	CHECK ONE		DATE OF ADVERTISEMENT
	TRADE	FOCUS	

Part IV. – DVBE Solicitations. List DVBE subcontractors/suppliers that were invited to bid. Use the following instructions to complete the remainder of this section (read the three columns as a sentence from left to right). If you need additional space to list DVBE solicitations, please use a separate page and attach to this form.

IF THE DVBE.....	THEN.....	AND.....		
was selected to participate	Check "yes" in the "SELECTED" column	include a copy of their DVBE letter(s) from OSB		
was NOT selected to participate	Check "NO" in the "SELECTED" column	state why in the "REASON NOT SELECTED" column		
did not respond to your solicitation	Check the "NO RESPONSE" column.			
DISABLED VETERANS BUSINESS ENTERPRISES CONTACTED	SELECTED		REASON NOT SELECTED	NO RESPONSE
	YES	NO		

A copy of this form must be retained by you and may be subject to a future audit.

CERTIFICATION

I, _____ certify that I am the bidder's _____ and that I have made a diligent effort to ascertain the facts with regard to the representations made herein. In making this certification, I am aware of section 12650 et seq. of the Government Code providing for the imposition of treble damages for making false claims.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

DRUG-FREE WORKPLACE CERTIFICATION

PROJECT/CONTRACT NO.: Braun Center at Old Gallinas Phase 3 Project, No. 25-05 between 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 Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990.

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

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

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

I, the undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will publish a statement notifying employees concerning (a) the

prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by section 8355(a), and requiring that the employee agree to abide by the terms of that statement.

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

I acknowledge that I am aware of the provisions of Government Code section 8350 et seq. 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.: Braun Center at Old Gallinas Phase 3 Project, No. 25-05 between 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.: Braun Center at Old Gallinas Phase 3 Project, No. 25-05
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

HAZARDOUS MATERIALS CERTIFICATION

PROJECT/CONTRACT NO.: Braun Center at Old Gallinas Phase 3 Project, No. 25-05 between San Rafael City Schools ("District") and _____ ("Contractor" or "Bidder") ("Contract" or "Project").

1. Contractor hereby certifies that no Asbestos, or Asbestos-Containing Materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations ("New Hazardous Material"), shall be furnished, installed, or incorporated in any way into the Project or in any tools, devices, clothing, or equipment used to affect any portion of Contractor's work on the Project for District.
2. Contractor further certifies that it has instructed its employees with respect to the above-mentioned standards, hazards, risks, and liabilities.
3. Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (0.1%) asbestos shall be defined as asbestos-containing material.
4. Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the District's determination. The costs of any such tests shall be paid by Contractor if the material is found to be New Hazardous Material.
5. All Work or materials found to be New Hazardous Material or Work or material installed with equipment containing "New Hazardous Material" will be immediately rejected and this Work will be removed at Contractor's expense at no additional cost to the District.
6. Contractor has read and understood the document Hazardous Materials Procedures & Requirements, and shall comply with all the provisions outlined therein. Contractor certifies that it is knowledgeable of, and shall comply with, all laws applicable to the Work including, but not limited to, all federal, state, and local laws, statutes, standards, rules, regulations, and ordinances applicable to the Work.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

LEAD-BASED MATERIALS CERTIFICATION

PROJECT/CONTRACT NO.: Braun Center at Old Gallinas Phase 3 Project, No. 25-05 between San Rafael City Schools ("District") and _____ ("Contractor" or "Bidder") ("Contract" or "Project").

This certification provides notice to the Contractor that:

- (1) Contractor's work may disturb lead-containing building materials.
- (2) Contractor shall notify the District if any work may result in the disturbance of lead-containing building materials.
- (3) Contractor shall comply with the Renovation, Repair and Painting Rule, if lead-based paint is disturbed in a six-square-foot or greater area indoors or a 20-square-foot or greater area outdoors.

1. Lead as a Health Hazard

Lead poisoning is recognized as a serious environmental health hazard facing children today. Even at low levels of exposure, much lower than previously believed, lead can impair the development of a child's central nervous system, causing learning disabilities, and leading to serious behavioral problems. Lead enters the environment as tiny lead particles and lead dust disburse when paint chips, chalks, peels, wears away over time, or is otherwise disturbed. Ingestion of lead dust is the most common pathway of childhood poisoning; lead dust gets on a child's hands and toys and then into a child's mouth through common hand-to-mouth activity. Exposures may result from construction or remodeling activities that disturb lead paint, from ordinary wear and tear of windows and doors, or from friction on other surfaces.

Ordinary construction and renovation or repainting activities carried out without lead-safe work practices can disturb lead-based paint and create significant hazards. Improper removal practices, such as dry scraping, sanding, or water blasting painted surfaces, are likely to generate high volumes of lead dust.

Because the Contractor and its employees will be providing services for the District, and because the Contractor's work may disturb lead-containing building materials, CONTRACTOR IS HEREBY NOTIFIED of the potential presence of lead-containing materials located within certain buildings utilized by the District. All school buildings built prior to 1978 are presumed to contain some lead-based paint until sampling proves otherwise.

2. Overview of California Law

Education Code section 32240 et seq. is known as the Lead-Safe Schools Protection Act. Under this act, the Department of Health Services is to conduct a sample survey of schools in the State of California for the purpose of developing risk factors to predict lead contamination in public schools. (Ed. Code, § 32241.)

Any school that undertakes any action to abate existing risk factors for lead is required to utilize trained and state-certified contractors, inspectors, and workers. (Ed. Code, § 32243, subd. (b).) Moreover, lead-based paint, lead plumbing, and solders, or other potential sources of lead contamination, shall not be utilized in the construction of any new school facility or the modernization or renovation of any existing school facility. (Ed. Code, § 32244.)

Both the Federal Occupational Safety and Health Administration ("Fed/OSHA") and the California Division of Occupational Safety and Health ("Cal/OSHA") have implemented safety orders applicable to all construction work where a contractor's employee may be occupationally exposed to lead.

The OSHA Regulations apply to all construction work where a contractor's employee may be occupationally exposed to lead. The OSHA Regulations contain specific and detailed requirements imposed on contractors subject to that regulation. The OSHA Regulations define construction work as work for construction, alteration, and/or repair, including painting and decorating. It includes, but is not limited to, the following:

- a. Demolition or salvage of structures where lead or materials containing lead are present;
- b. Removal or encapsulation of materials containing lead;
- c. New construction, alteration, repair, or renovation of structures, substrates, or portions thereof, that contain lead, or materials containing lead;
- d. Installation of products containing lead;
- e. Lead contamination/emergency cleanup;
- f. Transportation, disposal, storage, or containment of lead or materials containing lead on the site or location at which construction activities are performed; and
- g. Maintenance operations associated with the construction activities described in the subsection.

Because it is assumed by the District that all painted surfaces (interior as well as exterior) within the District contain some level of lead, it is imperative that the Contractor, its workers and subcontractors fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials (including title 8, California Code of Regulations, section 1532.1).

Contractor shall notify the District if any Work may result in the disturbance of lead-containing building materials. Any and all Work that may result in the disturbance of lead-containing building materials shall be coordinated through the District. A signed copy of this Certification shall be on file prior to beginning Work on the Project, along with all current insurance certificates.

3. Renovation, Repair and Painting Rule, Section 402(c)(3) of the Toxic Substances Control Act

The EPA requires lead safe work practices to reduce exposure to lead hazards created by renovation, repair and painting activities that disturb lead-based paint. Pursuant to the Renovation, Repair and Painting Rule (RRP), renovations in homes, childcare facilities, and schools built prior to 1978 must be conducted by certified renovations firms, using renovators with training by a EPA-accredited training provider, and fully and adequately complying with all applicable laws, rules and regulations governing lead-based materials, including those rules and regulations appearing within title 40 of the Code of Federal Regulations as part 745 (40 CFR 745).

The RRP requirements apply to all contractors who disturb lead-based paint in a six-square-foot or greater area indoors or a 20-square-foot or greater area outdoors. If a DPH-certified

inspector or risk assessor determines that a home constructed before 1978 is lead-free, the federal certification is not required for anyone working on that particular building.

4. Contractor's Liability

If the Contractor fails to comply with any applicable laws, rules, or regulations, and that failure results in a site or worker contamination, the Contractor will be held solely responsible for all costs involved in any required corrective actions, and shall defend, indemnify, and hold harmless the District, pursuant to the indemnification provisions of the Contract, for all damages and other claims arising therefrom.

If lead disturbance is anticipated in the Work, only persons with appropriate accreditation, registrations, licenses, and training shall conduct this Work.

It shall be the responsibility of the Contractor to properly dispose of any and all waste products, including, but not limited to, paint chips, any collected residue, or any other visual material that may occur from the prepping of any painted surface. It will be the responsibility of the Contractor to provide the proper disposal of any hazardous waste by a certified hazardous waste hauler. This company shall be registered with the Department of Transportation (DOT) and shall be able to issue a current manifest number upon transporting any hazardous material from any school site within the District.

The Contractor shall provide the District with any sample results prior to beginning Work, during the Work, and after the completion of the Work. The District may request to examine, prior to the commencement of the Work, the lead training records of each employee of the Contractor.

THE CONTRACTOR HEREBY ACKNOWLEDGES, UNDER PENALTY OF PERJURY, THAT IT:

1. HAS RECEIVED NOTIFICATION OF POTENTIAL LEAD-BASED MATERIALS ON THE OWNER'S PROPERTY;
2. IS KNOWLEDGEABLE REGARDING AND WILL COMPLY WITH ALL APPLICABLE LAWS, RULES, AND REGULATIONS GOVERNING WORK WITH, AND DISPOSAL, OF LEAD.

THE UNDERSIGNED WARRANTS THAT HE/SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF AND BIND THE CONTRACTOR. THE DISTRICT MAY REQUIRE PROOF OF SUCH AUTHORITY.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

IMPORTED MATERIALS CERTIFICATION

PROJECT/CONTRACT NO.: Braun Center at Old Gallinas Phase 3 Project, No. 25-05 between San Rafael City Schools ("District") and _____ ("Contractor" or "Bidder") ("Contract" or "Project"). This form shall be executed by all entities that, in any way, provide or deliver and/or supply any soils, aggregate, or related materials ("Fill") to the Project Site. All Fill shall satisfy all requirements of any environmental review of the Project performed pursuant to the statutes and guidelines of the California Environmental Quality Act, section 21000 et seq. of the Public Resources Code ("CEQA"), and all requirements of section 17210 et seq. of the Education Code, including requirements for a Phase I environmental assessment acceptable to the State of California Department of Education and Department of Toxic Substances Control.

Certification of: ☐ Delivery Firm/Transporter ☐ Supplier ☐ Manufacturer
 ☐ Wholesaler ☐ Broker ☐ Retailer
 ☐ Distributor ☐ Other _____

Type of Entity ☐ Corporation ☐ General Partnership
 ☐ Limited Partnership ☐ Limited Liability Company
 ☐ Sole Proprietorship ☐ Other _____

Name of firm ("Firm"): _____

Mailing address: _____

Addresses of branch office used for this Project: _____

If subsidiary, name and address of parent company: _____

By my signature below, I hereby certify that I am aware of section 25260 of the Health and Safety Code and the sections referenced therein regarding the definition of hazardous material. I further certify on behalf of the Firm that all soils, aggregates, or related materials provided, delivered, and/or supplied or that will be provided, delivered, and/or supplied by this Firm to the Project Site are free of any and all hazardous material as defined in section 25260 of the Health and Safety Code. I further certify that I am authorized to make this certification on behalf of the Firm.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

SAN RAFAEL CITY SCHOOLS

INFORMAL BID PACKET - CUPCAA
IMPORTED MATERIALS CERTIFICATION

CRIMINAL BACKGROUND
INVESTIGATION/ FINGERPRINTING CERTIFICATION

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, outside of the immediate supervision and control of the pupil's parent or guardian or a school employee, 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 45125.1 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: _____

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: _____

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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

REGISTERED SUBCONTRACTORS LIST
(Labor Code Section 1771.1)

PROJECT: **Braun Center at Old Gallinas Phase 3 Project, No. 25-05**

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: _____
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Subcontractor Name: _____
DIR Registration #: _____
Portion of Work: _____

Subcontractor Name: _____
DIR Registration #: _____
Portion of Work: _____

Date: _____

Proper Name of Contractor: _____

Signature: _____

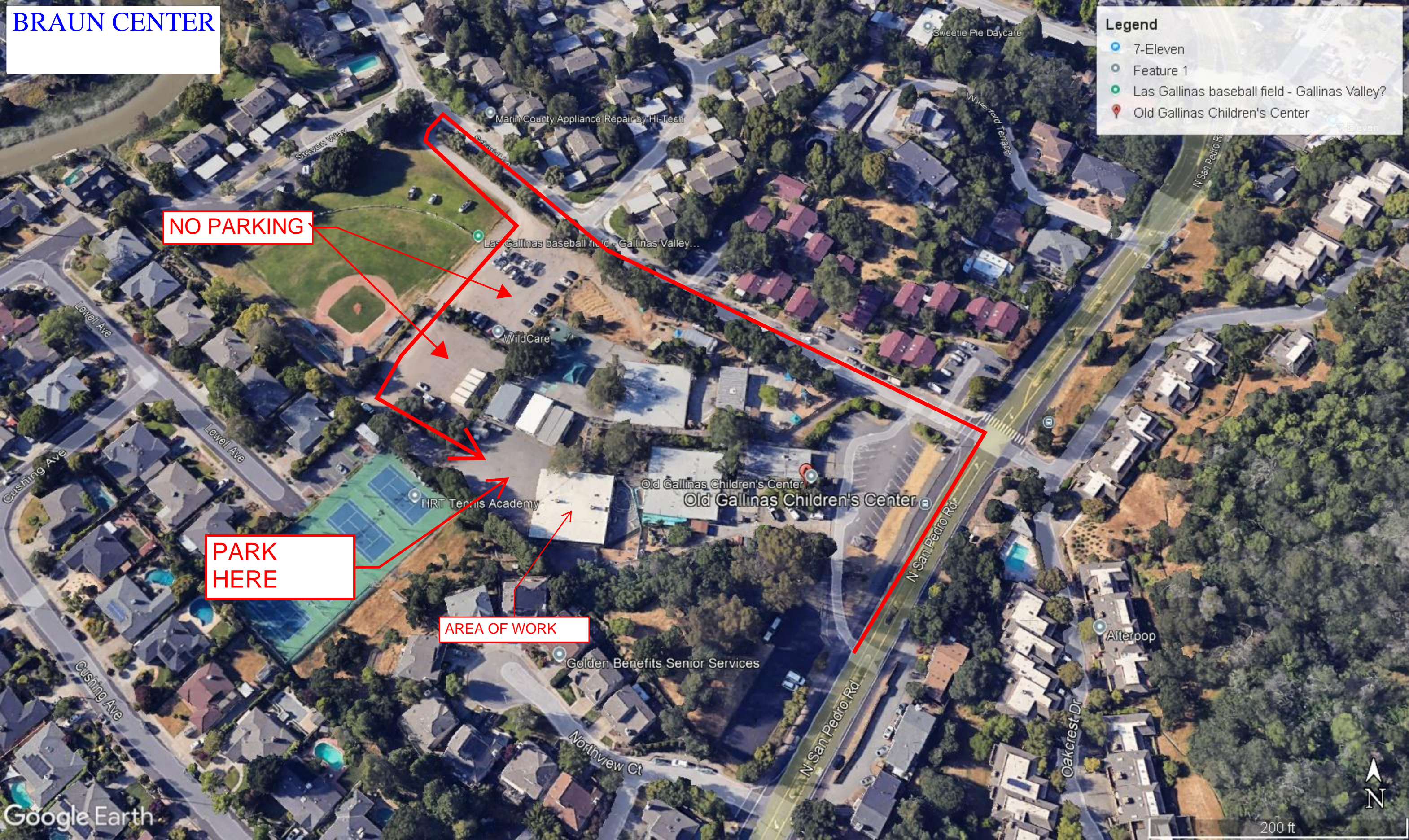
Print Name: _____

Title: _____

END OF DOCUMENT

Legend

- 7-Eleven
- Feature 1
- Las Gallinas baseball field - Gallinas Valley?
- Old Gallinas Children's Center



**Old Gallinas Children's Center Ramp and Stairs Project
251 N San Pedro Rd STE D, San Rafael, CA 94903**

PROJECT SPECIFICATIONS

Bid Submittal

January 24, 2025

PREPARED BY:



VERDE DESIGN

Project No. 2419300

DOCUMENT 00 01 10

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APPENDIX

END OF DOCUMENT

SECTION 02 41 13

SITE CLEARING AND DEMOLITION

PART 1 - GENERAL

1.01 SUMMARY

- A. Section Includes: Site clearing and demolition work and related activities as shown on the Drawings and specified herein. The general extent of the site clearing and demolition work includes, but is not necessarily limited to, the following:
 - 1. Demolition, removal and disposal of designated items.
 - 2. Careful removal and salvage of designated items.
 - 3. Disconnection and capping of existing utility and irrigation lines.
 - 4. Incidental demolition of abandoned utility and irrigation lines.
 - 5. Spraying until dead, clearing, grubbing vegetated areas.
- B. Related Requirements:
 - 1. Section 31 20 00 - Earth Moving

1.02 REFERENCES AND REGULATORY REQUIREMENTS

- A. State of California, Business and Transportation Agency, Department of Transportation (Caltrans) "Standard Specifications."

1.03 ADMINISTRATIVE REQUIREMENTS

- A. Submittal Procedures: Action Submittals shall be submitted in accordance with Section 01 33 00 - Submittals.

1.04 ACTION SUBMITTALS

- A. Product Data: Manufacturer's product information on herbicides to be used for approval prior to use.

1.05 INFORMATIONAL SUBMITTALS

- A. Schedule: Indicate the proposed timeline for site clearing and demolition work including shut off times and capping of utility services on the project schedule.

1.06 QUALITY ASSURANCE

- A. The District will obtain and pay for all permits required in connection with this work. Fees for the dumping of debris shall be paid for by the Contractor.

1.07 FIELD CONDITIONS

- A. Dust Control:
 - 1. The Contractor shall prevent the formation of airborne dust on and around the project site with the use of sprinkled water or other means acceptable to the District's Representative. Non-compliance with proper dust control measures may be grounds for issuance of a "stop work" order by the District until satisfactory measures are implemented.
- B. Utility Services:

1. Issue written notices of planned demolition operations to utility companies and coordinate site clearing and demolition improvements as requested by the utility companies.
2. Existing power poles and lines serving existing occupied buildings shall remain. Arrange work in order to maintain utilities not designated for removal.
3. Coordinate work in order to maintain utilities to temporary on-site facilities.

PART 2 - PRODUCTS

2.01 HERBICIDES

- A. Herbicide shall be non-selective broad-spectrum systemic herbicide for perennial vegetation and straight contact herbicide for annual vegetation in accordance with a licensed pest control advisor or herbicide manufacturers' recommendations.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Conform to applicable requirements of Section 01 45 00 - Quality Control.
- B. Carefully identify limits of demolition and site clearing.
- C. Mark project areas in coordination with the District's Representative and as necessary to clearly identify the interface of items to be removed and items remain.

3.02 PREPARATION

- A. Protection:
 1. Make provisions and take necessary precautions to protect all existing items not designated for removal. An existing item or area damaged during construction operations shall be replaced or repaired to an "as-was" or better condition at no additional cost to the District and subject to the acceptance of the District's Representative.
 2. Erect barriers, fences, guard rails, enclosures, chutes, and shoring as necessary to protect personnel, structures, and utilities to remain.
 3. Provide warning signs and lighting as necessary for vehicular and personnel protection. Maintain warning signs during construction as required by applicable safety ordinances and as reasonably prudent.
 4. Coordinate arrangements for items to be salvaged and turned over to the District.
 5. Notify Underground Service Alert (USA), (800) 640-5137, and local utility companies to verify locations of existing utilities a minimum of 48 hours prior to beginning work.
- B. Traffic Access:
 1. Ensure minimum interference with roads, streets, driveways, sidewalk and adjacent facilities.
 2. Do not close or obstruct streets, sidewalk, alleys or passageways without acceptance from the District's Representative or governing authorities as applicable.
 3. Provide approved alternate routes around closed or obstructed traffic ways as required by the District's Representative.
 4. Maintain access to adjacent existing buildings to ensure uninterrupted operations during demolition work.

3.03 DEMOLITION

- A. General: Refer to the Drawings for extent of demolition and site clearing work.

- B. Paving: Demolish paving in accordance with local noise ordinance regulations and as acceptable to the District's Representative.
- C. Filling:
 - 1. Completely fill below-grade areas and voids resulting from demolition work.
 - 2. Install appropriate, acceptable fill material consisting of soil, gravel, or sand, free of trash and debris, stones over 6-inch diameter, roots, or other organic matter. Meet fill and compaction requirements specified.
- D. If unanticipated mechanical, electrical or structural elements which conflict with intended function or design are encountered, investigate and measure both the nature and extent of the conflict. Submit report to District's Representative in written, accurate detail. Pending receipt of response from District's Representative, rearrange selective demolition and site clearing schedule as necessary to continue overall job progress without delay.

3.04 CLEARING AND GRUBBING

- A. Prior to site clearing, existing vegetation below 12 inches in height to be removed shall be sprayed with a non-selective broad spectrum systemic herbicide for perennial vegetation and straight contact herbicide for annual vegetation in accordance with a licensed pest control advisor or herbicide manufacturers recommendations.
- B. Allow a sufficient period of time to ensure that all sprayed vegetation is dead. Refer to manufacturer's recommendations.
- C. Irrigation heads, valves, and controllers shall be salvaged and provided to District.
- D. Clear and strip vegetative material from soil surface and remove unless noted otherwise
- E. Clear/strip vegetative material from soil surface and remove unless noted otherwise.
- F. Utilities and Related Equipment:
 - 1. The locations of existing utilities, as may be shown on the Drawings, are approximate. Should existing utilities not shown on the Drawings be encountered during construction operations, notify the District's Representative immediately, and re-direct work to avoid delay. The District's Representative will then determine what action, if any, is required.
 - 2. Remove abandoned utilities as indicated and as uncovered by the work and terminate in a manner conforming to code.
 - 3. Remove and salvage designated items and related equipment and deliver to a location acceptable to the District's Representative.
- G. Underground Piping:
 - 1. Existing storm drain and irrigation systems, as may be shown on the Drawings, shall be modified to allow for construction of new items and systems as a part of this project. Caution shall be exercised so as not to damage underground piping not scheduled for removal.
 - 2. Remove underground piping as indicated or necessary and backfill to specified compaction density.
 - 3. Existing piping abandoned but not removed shall be backfilled with slurry fill (grout), and ends shall be capped with concrete.
 - 4. Manholes and lines scheduled for removal which connect to active systems shall have their active remaining portions capped, plugged, or blind-flanged as appropriate.
 - 5. Materials used for pipe terminations and temporary connections shall be the same as the existing lines. Fittings and flanges shall be of weight and class suitable for the service in which used.

3.05 SALVAGE

- A. Demolition:
 - 1. Materials or equipment to be demolished shall become the property of the Contractor except for items specified or noted on the Drawings to be salvaged for the District.
 - 2. Carefully remove items to be salvaged to avoid damage.
 - 3. Irrigation heads, valves and existing controller shall be salvaged and provided to District. Contractor shall clean and box items. Items shall be returned to District in accordance with instructions provided by the District.
- B. Replacement: In the event items not scheduled to be demolished are damaged, promptly replace or repair such items to an as-was or better condition per the discretion of the District's Representative at no additional cost to District.
- C. Materials scheduled for removal shall not be placed on view to prospective purchasers or sold on site.

3.06 CLEANING

- A. Debris and Rubbish:
 - 1. Remove and transport debris and rubbish as it accumulates and dispose in a legal manner via recognized haul routes in accordance with Section 01 50 00 - Temporary Facilities and Controls in a manner that will prevent spillage on streets or adjacent areas.
 - 2. Remove tools, equipment and appliances used for demolition from the site upon completion of the work.
 - 3. Clean entire project area, adjacent streets, and pavements to a broom-clean, "stain-free" condition per the discretion of the District's Representative.

END OF SECTION

SECTION 31 20 00

EARTH MOVING

PART 1 - GENERAL

1.01 SUMMARY

- A. Section Includes: Site excavation and backfilling as shown on the Drawings including, but is not necessarily limited to, the following:
 - 1. Rough grading.
 - 2. Filling and backfilling to attain required grades.
 - 3. Excavating for paving, footings, and foundations.
- B. Related Requirements:
 - 1. Section 01 33 00 - Submittals
 - 2. Section 01 71 23 - Field Engineering
 - 3. Section 01 78 39 - Project Record Drawings
 - 4. Section 02 41 13 - Site Clearing and Demolition
 - 5. Section 31 23 00 - Excavation and Fill
 - 6. Section 32 11 00 - Base Courses

1.02 REFERENCES

- A. California Building Code (CBC).
- B. American Society for Testing and Materials (ASTM):
 - 1. D 1557 - Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort.
- C. California Occupational Safety and Health Standards (OSHA):
 - 1. Article 6 - Excavations and Shoring.
- D. State of California, Business and Transportation Agency, Department of Transportation (Caltrans) "Standard Specifications."

1.03 ADMINISTRATIVE REQUIREMENTS

- A. Submittal Procedures: Action and Informational Submittals shall be submitted in accordance with Section 01 33 00 - Submittals.

1.04 CLOSEOUT SUBMITTALS

- A. Project Record Drawings:
 - 1. Conform to requirements specified in Section 01 78 39 - Project Record Documents.
 - 2. Accurately record locations of utilities remaining, re-routed utilities, new utilities, and newly discovered utilities by horizontal dimensions, elevations, inverts, and slope gradients.

1.05 QUALITY ASSURANCE

- A. Adhere to requirements, recommendations, and Best Management Practices (BMPs) for storm water management as may be outlined in the Project Storm Water Pollution Prevention Plan (SWPPP) prepared for this project, or as required by governing agencies.

- B. The District may retain the services of the Geotechnical Engineer to make recommendations based on the soil conditions encountered the results of field and laboratory tests, and observations of the activities performed under this Section.
 - 1. If, in opinion of the Geotechnical Engineer, work performed does not meet technical or design requirements stipulated, the Contractor shall make necessary readjustments to the approval of the Geotechnical Engineer.
 - 2. No deviations from the Contract Documents shall be made without specific and written acceptance of the District's Representative.
 - 3. In event of conflict between the Specifications and recommendations contained in Geotechnical Report, the District's Representative and Geotechnical Engineer shall be notified.
 - a. Contractor shall follow clarification and interpretation issued through the District's Representative at no extra cost to the District.
 - b. If clarification or interpretation should change scope of work, there will be mutually agreed-to adjustment in the Contract price by written Change Order.
 - 4. The Geotechnical Engineer will not inspect the Contractor's safety measures.
- C. Compaction densities specified for structural fills under footings, slabs, or pavements shall be determined in accordance the Geotechnical Engineer's written recommendations.
- D. Certification:
 - 1. The Contractor shall certify source and type of backfill and topsoil proposed to be incorporated into the work, at the request of the District's Representative.
 - 2. The Contractor shall certify elevations of excavations, footings, subgrades, and finish grades with the use of a Licensed Surveyor, at Contractor's expense, at the request of the District's Representative.
- E. Control of Work: Conform to Section 5 of the Standard Specifications.
- F. Control of Materials: Conform to Section 6 of the Standard Specifications.

1.06 PROTECTION

- A. Protect all existing structures, fences, roads, sidewalks, paving, curbs, and other items as necessary from earthwork activity.
- B. Protect above or below grade utilities which are to remain.
- C. Repair damage to any existing site features which are to remain. Repair and restoration shall be equal to quality and appearance of prior condition and to the satisfaction of the District's Representative.

1.07 FIELD CONDITIONS

- A. Underground Utilities: Unknown buried utility lines may exist. If encountered, notify District's Representative immediately for direction and re-direct work to avoid delay.
 - 1. Cooperate and coordinate with District's Representative and utility companies in keeping respective services and facilities in operation. Repair damaged utilities to satisfaction of utility District.
 - 2. Do not interrupt existing utilities serving occupied facilities without proper notification to, and written direction from, District's Representative.
- B. Wet Conditions: No grading operations shall be conducted when excessively wet conditions exist as determined by the District's Representative.
- C. Contractor shall provide de-watering equipment as required to continue scheduled operations and provide optimum working conditions at no additional cost to District.

- D. Dry Conditions: Contractor shall apply sufficient water to materials during construction to properly compact materials and control dust. Contractor shall provide dust control in conformance with Section 10 of Standard Specifications and shall provide water to subgrades as necessary to achieve compaction goals.

1.08 GRADE STAKES AND LINES

- A. Grading and subgrading shall be controlled by Contractor-installed intermediate grade stakes and lines necessary to obtain the finished grade elevations shown or implied in the Drawings. Subgrade and finish grade surfaces shall conform to the control planes established by these grade stakes and lines.
- B. Protect and maintain all existing benchmarks, monuments, and other reference points. If disturbed or destroyed, they shall be replaced at the Contractor's expense.
- C. Contractor shall set temporary benchmarks as necessary to properly complete construction operations.

1.09 SURVEYING

- A. Contractor shall be responsible for hiring a licensed professional surveyor to perform all surveying, layout and staking in accordance with requirements specified in Section 01 71 23 - Field Engineering. Contractor shall be responsible for informing District's Representative a minimum 2 working days' notice when staking and layout is scheduled so that a review of completed chalk lines and staking can take place.

1.10 TOLERANCES

- A. Refer to related specification sections for grading tolerances of specified improvements.

PART 2 - PRODUCTS

2.01 PERFORMANCE CRITERIA

- A. Excavations shall not exceed plus or minus 1/10-foot variation from dimensions and elevations shown or noted, unless otherwise accepted by District's Representative.
- B. Grading Tolerance: Refer to related specification sections for grading tolerances of specified improvements.

2.02 MATERIALS

- A. Fill Material: Soil excavated from the site or imported conforming to requirements for fill material contained in applicable portions of Division III Grading, Section 19 - Earthwork of the Standard Specifications, unless modified by recommendations for fill material contained in the Geotechnical Report. Imported fill shall be approved by the Geotechnical Engineer before importation to the site.
- B. Subsoil: Excavated material below top 6 inches of existing grade, graded free of clay clods larger than 6 inches, rocks larger than 3 inches, and debris.
- C. Water: Clean and free from deleterious amounts of acids, alkalis, salts, and organic matter.

PART 3 - EXECUTION

3.01 PREPARATION

- A. Identify all required lines, levels, contours, datum, control points and property lines required to properly establish limits of work.
- B. Verify elevations of critical existing grades as noted on Drawings and as directed by District's Representative. Notify District's Representative of discrepancies prior to start of work and re-direct work to avoid delay.
- C. Identify all known below grade utilities. Stake and flag locations.
- D. Identify and flag surface grades and utilities.
- E. Contact Underground Service Alert (USA), 800-642-2444, and local utility companies to verify locations of existing utilities a minimum of 5 working days prior to excavation.

3.02 PROTECTION

- A. Maintain and protect existing utilities remaining which pass through work area.
- B. Perform excavation work near utilities by hand. Provide necessary protection as the work progresses.
- C. Provide and maintain protection for walks, curbs, drains, trees, corners of structures, and other improvement, as necessary to prevent damage.
- D. Barricade and/or cover open excavations occurring as part of this work and post with warning lights to the satisfaction of the District's Representative. Operate warning lights during hours from dusk to dawn each day and as otherwise required.
- E. Keep adjacent properties, streets and drives clean of any dirt, dust, or stains caused by earthwork operations.
- F. Upon discovery of unknown utility or concealed conditions, notify the District's Representative immediately and re-direct work to avoid delay.
- G. Control dust on and near the work, and on and near off-site borrow areas.
 - 1. Thoroughly moisten surfaces as required to prevent dust from being a nuisance to the public, neighbors, and concurrent performance of any other activities that may occur on the site.
 - 2. Non-compliance with proper dust control measures will be cause for issuance of a "stop work" order by the District until such time as satisfactory measures can be implemented.

3.03 ROUGH GRADING

- A. Grade site subsoil to establish proper subgrade elevations and site contouring as described or implied in the Drawings:
- B. Contouring:
 - 1. Construct landforms depicted in the Drawings to the satisfaction of the District's Representative.
 - 2. "Round-off" tops of slopes.
 - 3. "Feather" toes of slopes.
- C. Compaction: Compact subgrade for the specific areas as follows unless otherwise noted:
 - 1. Areas to be Paved:

- a. Maximum 8-inch loose lifts to at least 95 percent relative density.
 - b. Additional lifts should not be placed if the previous lift did not meet the required density, relative compaction, moisture content or if the soil conditions are not stable. The top 12 inches shall be compacted to at least 95 percent relative compaction.
 - c. Fill soils shall be compacted to no less than 90 percent relative compaction at moisture content of 2 to 4 percent for pavement area.
 - d. Compacted subgrade should be non-yielding under construction traffic, including a loaded ten-wheel truck such as a water or dump truck, in all pavement areas. Removal and subsequent replacement of some material (i.e. areas of excessively wet materials, unstable subgrade, or pumping soils) may be required to obtain the minimum 95 percent compaction to the recommended depth of 12 inches.
 - e. Subgrade preparation for pavement areas shall extend laterally for at least two feet beyond the edge of pavement.
- D. Remove all excess subsoil material from site and dispose of in a legal manner. Refer to "Material Storage" below.
- E. Entire project or individual field area shall be rough graded at one time. No earthwork operation shall occur for partial field areas without receiving direction from the District or prior written approval from the District.

3.04 EXCAVATION

- A. Remove and dispose of all miscellaneous materials encountered when establishing required grade elevations:
- 1. Miscellaneous materials can include but are not limited to: pavements and other obstructions, underground structures, utilities, abandoned irrigation materials, and other materials encountered per the discretion of the District's Representative.
- B. Stability of Excavations:
- 1. Comply with any applicable recommendations contained within the Project Geotechnical Report and requirements of agencies having jurisdiction.
 - 2. Maintain sides and slopes of excavations in a safe condition until completion of backfilling.
- C. De-watering: Provide and maintain, at all times during construction, ample means and devices with which to promptly remove and properly dispose of water from any source entering structural excavation, pipe trenches, or other excavations. All costs incurred from de-watering activities shall be paid for by the Contractor.
- D. Excavation for Pavements: Cut surface under pavements to comply with cross-sections, elevations, and grades as shown in the Drawings.
- E. Material Storage:
- 1. Stockpile satisfactory excavated materials where appropriate, until required for use.
 - 2. Stockpile topsoil and subgrade soil in separate piles.
 - 3. Place, grade, and shape stockpiles for proper drainage.
 - 4. Locate and retain stockpiles away from edge of excavations.
 - 5. Dispose of excess soil material in a legal fashion after it has become evident that the material is no longer needed on the project and is of no value to the District.

3.05 FIELD QUALITY CONTROL

- A. Tolerances: Conform to Section 19 of the Standard Specifications, unless more stringent requirements in these Contract Documents are provided, in which place the more stringent tolerances shall govern. Refer to Section 01 71 23 - Field Engineering for additional project requirements.

- B. The District Representative shall review and accept work at the following stages:
1. Topsoil removal and stockpile.
 2. Grading plan for project. Plan shall provide strategy for grading sequence for entire site at one time or by field. Limits and sequence shall be reviewed and coordinated.
 3. Cross ripping of subgrade shall be reviewed and observed.

END OF SECTION

SECTION 32 11 00

BASE COURSES

PART 1 - GENERAL

1.01 SUMMARY

- A. Section Includes:
 - 1. Grading and compaction of subgrade soil for areas to receive pavement, structures, and base material.
 - 2. Furnishing and placing of aggregate base material.
- B. Related Requirements:
 - 1. Section 01 71 23 - Field Engineering
 - 2. Section 31 20 00 - Earth Moving
 - 3. Section 32 12 16 - Asphalt Paving
 - 4. Section 32 13 13 - Concrete Paving

1.02 REFERENCES

- A. State of California, Business and Transportation Agency, Department of Transportation (Caltrans) "Standard Specifications."

1.03 ADMINISTRATIVE REQUIREMENTS

- A. Submittal Procedures: Action Submittals shall be submitted in accordance with Section 01 33 00 - Submittals.
- B. Sequencing and Scheduling
 - 1. Work of this Section shall not proceed until all underground utilities and irrigation sleeving have been installed and accepted.
 - 2. Contractor shall schedule work so that installation of paving and surfacing occurs no later than 5 working days after placement and proper compaction of base materials. Base materials left unpaved longer than this time period shall be subject to testing and re-compaction at the contractor's expense.

1.04 ACTION SUBMITTALS

- A. Certificates of compliance, including sieve analyses, for products and materials proposed to be used in work covered by this Section.

1.05 QUALITY ASSURANCE

- A. Control of Work: Conform to Section 5 of the Standard Specifications.
- B. Control of Materials: Conform to Section 6 of the Standard Specifications.

1.06 FIELD CONDITIONS

- A. Wet Conditions: Do not prepare subgrade or place base material when excessively wet conditions exist as determined by the District's Representative.

- B. Dry Conditions: Contractor shall provide dust control in conformance with Section 10 of Standard Specifications and shall provide water to subgrades and base courses as necessary to achieve compaction goals.

1.07 DELIVERY, STORAGE, AND HANDLING

- A. Materials shall be stockpiled on site in locations that, in the opinion of the contractor, cause least interference with construction operations and as acceptable to the District's Representative.
- B. Materials shall not be stockpiled in proposed planting areas.
- C. Protect materials from segregation, contamination and wind and water erosion.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Aggregate Base: Class 2, 3/4-inch maximum material conforming to Section 26-1.02A of the Standard Specifications. All other paving and surfacing using aggregate base can use recycled materials.

PART 3 - EXECUTION

3.01 SUBGRADE PREPARATION

- A. Preparation of subgrade shall conform to Section 6 of the Standard Specifications and as specified in Section 31 20 00 - Earth Moving.
- B. Remove unsuitable subgrade material as necessary and replace with suitable material or aggregate base per the discretion of the District's Representative.

3.02 BASE MATERIAL PLACEMENT

- A. Conform to Section 26 of the Standard Specifications.
- B. Obtain acceptance of subgrade preparation work prior to placing base material thereon.
- C. Place and compact base material in 6-inch maximum lifts unless otherwise noted. Compaction shall be at least 95 percent relative compaction.
- D. Base material shall be moisture conditioned to between optimum and 3 percent above optimum prior to placement and compaction.

3.03 TOLERANCES

- A. Conform to Section 26 of the Standard Specifications, unless more stringent requirements in these Contract Documents are provided, in which place the more stringent tolerances shall govern.

3.04 CLEAN-UP OF WORK AREA

- A. The Contractor shall remove and legally dispose of excess materials, spoils, and debris from the job site on a daily basis.

3.05 PROTECTION OF FINISHED PRODUCT

- A. The Contractor shall provide lighted barricades, signs, and other devices as necessary to prevent damage to finished base courses.

END OF SECTION

SECTION 32 12 16

ASPHALT PAVING

PART 1 - GENERAL

1.01 SUMMARY

- A. Section Includes: Asphalt paving is shown on the Drawings including, but is not necessarily limited to, the following:
 - 1. Plant-mixed asphalt and other asphalt items.
 - 2. Header boards.
- B. Related Requirements:
 - 1. Section 01 33 00 - Submittals
 - 2. Section 31 20 00 - Earth Moving
 - 3. Section 32 11 00 - Base Courses
 - 4. Section 32 13 13 - Concrete Paving

1.02 REFERENCES

- A. State of California, Business and Transportation Agency, Department of Transportation (Caltrans) "Standard Specifications."

1.03 ADMINISTRATIVE REQUIREMENTS

- A. Submittal Procedures: Informational Submittals shall be submitted in accordance with Section 01 33 00 - Submittal Procedures.
- B. Sequencing and Scheduling:
 - 1. Time delay between placement and compaction of base material and installation of asphaltic shall not be more than 5 calendar days. Base material left unpaved longer than this time period shall be subject to testing and re-compaction at the expense of the contractor.

1.04 ACTION SUBMITTALS

- A. Product Data: Descriptive literature for primer and other materials proposed for use if requested by the District's Representative.
- B. Certificates, signed by asphaltic producer and Contractor, stating that materials comply with specification requirements. Minimum information submitted shall include a manufacturer's certification for asphalt products and an asphalt mix design by an independent, qualified laboratory.
- C. The Contractor shall furnish vendor's certified test reports for each carload, or equivalent of bituminous material shipped to the project, signed by asphaltic producer and Contractor stating that materials comply with specification requirements.
 - 1. Minimum information submitted shall include a manufacturer's certification for asphalt products and an asphalt mix design by an independent, qualified laboratory.
 - 2. The report shall be submitted and approved before material is used on the Project. The furnishing of the vendor's certified test report for the bituminous material shall not be interpreted as basis for final acceptance.
 - 3. Test reports shall be subject to verification by testing samples of materials received for use on the project.

1.05 CLOSEOUT SUBMITTALS

- A. Warranty as specified.

1.06 QUALITY ASSURANCE

- A. Work shall conform to the appropriate portion of the referenced "Standard Specifications" except references to "measurement" and "payment" are not applicable.
- B. Control of Work: Conform to Section 5 of Standard Specifications.
- C. Control of Materials: Conform to Section 6 of Standard Specifications.
- D. Asphalt paving surfaces shall have positive drainage as indicated on the Drawings.

1.07 PROTECTION OF WORK

- A. Curbs and other work shall be covered with suitable material and protected from staining or injury by equipment and contact with oil, emulsion, and asphalt.
- B. Manholes, catch basins, and other gratings shall be covered with suitable material so that no asphalt or emulsion will come in contact with the inside walls or floors of the structures.
- C. Damage to adjacent improvements shall be repaired or replaced at the Contractor's expense and to satisfaction of the District's Representative.

1.08 FIELD CONDITIONS

- A. Grade Control:
 - 1. Establish and maintain required lines and grades, including crown and cross slope.
 - 2. The final grades and elevations of the ground paving shall be a consistent depth below adjacent concrete work.
- B. Ambient Conditions:
 - 1. Apply bituminous prime and tack coats only when ambient temperature in shade is at least 50 degrees F and when temperature has not been below 35 degrees F for 12 hours immediately prior to application.
 - 2. Do not apply when substrate surface is wet or contains an excess of moisture.
 - 3. Construct asphaltic surface course only when atmospheric temperature is above 40 degrees F and underlying base is thoroughly dry.

1.09 WARRANTY

- A. Contractor: Provide an extended 2-year warranty for asphalt paving.
 - 1. Warranty shall be limited to ordinary wear and tear by weather or defects due to faulty materials and workmanship.
 - 2. Make repairs at no expense to District.

PART 2 - PRODUCTS

2.01 DESIGN AND PERFORMANCE REQUIREMENTS

- A. At no point shall paved surface fail to drain. Provide drainage as indicated on the Drawings.

- B. Asphalt paving shall be free from excessive segregation defined as gaps between aggregate visible at 3/16 inch or larger, cracking, potholes, raveling, slippage, depressions, corrugations, or other defects at the date of completion and acceptance of the project.
- C. Unless otherwise noted, aggregates in asphalt mix may be a blend of virgin material and reclaimed asphalt paving (RAP), with the RAP constituting no more than 15% of the aggregate blend per Section 39 of the Standard Specifications.
- D. Asphalt mix for use beneath track surfacing, tennis court surfacing, or other court system to receive surface coating shall consist of only virgin material; RAP shall not be used.

2.02 ASPHALT PAVING

- A. Paving Asphalt Binder: Shall be PG 64-10, conforming to Section 92 of the Standard Specifications.
- B. Prime Coat: Liquid asphalt to conform to the requirements for SS-1 liquid asphalt as per Section 94 of the Standard Specifications and approved by the District's Representative.
- C. Tack Coat: Asphaltic emulsion to be penetration type conforming to the RS-1 requirements of Section 94 of the Standard Specifications.
- D. Aggregates:
 - 1. Pedestrian and Non-Vehicular Areas: 3/8 inch maximum or No. 4 maximum aggregate in accordance with the gradation requirements of Section 39 of the Standard Specifications, unless otherwise specified or noted.

2.03 HEADERS

- A. Refer to details on the Drawings.

2.04 AGGREGATE BASE

- A. Aggregate base shall conform to Section 32 11 00 - Base Courses.

2.05 EQUIPMENT

- A. Spreading and rolling equipment shall be in accordance with Section 39-5 of the Standard Specifications and additional requirements specified.
- B. Spreading and compaction shall be in accordance with Section 39-6 of the Standard Specifications and additional requirements specified.
- C. Pavers that leave ridges, indentations or other marks in the surface that cannot be eliminated by rolling or prevented by adjustment in operation shall not be used.

PART 3 - EXECUTION

3.01 EDGE BAND AND WOOD HEADER INSTALLATION

- A. Install to conform to shapes, lines, dimensions, and grades shown on the Drawings.
- B. Radii shall be smooth and constant with properly aligned tangent points.

3.02 PAVING INSTALLATION - GENERAL

- A. Conform to requirements of Sections 37 and 39 of the Standard Specifications.
- B. Place plastic materials under asphaltic paving equipment while not in use, to catch and/or contain drips and leaks.
- C. Areas shall be paved in sequence and direction to avoid driving loaded trucks on the new asphalt surface.

3.03 PREPARATION – PRIME COAT

- A. Apply primer in accordance with Standard Specifications Section 39 on aggregate base.
- B. Immediately before applying the prime coat, loose dirt and other objectionable material shall be removed from the full width of the surface to be primed.
- C. The bituminous material including solvent shall be uniformly applied with a bituminous distributor at the rate of 0.25 to 0.50 gallon per square yard depending on the base course surface texture. The type of bituminous material and application rate shall be approved by the District's Representative prior to application.
- D. Following the application, the primed surface shall be allowed to dry not less than 24 hours without being disturbed or for such additional time as may be necessary to permit the drying out of the prime coat until it will not be picked up by traffic or equipment. This period shall be determined by the District's Representative. The surface shall then be maintained by the Contractor until the surfacing has been placed.
- E. Suitable precautions shall be taken by the Contractor to protect the primed surface against damage during this interval, including supplying and spreading sand necessary to absorb excess bituminous material.

3.04 PREPARATION – TACK COAT

- A. General: Apply tack coat to contact surfaces of adjacent pavement and concrete curbs.
- B. Immediately before applying the tack coat, the full width of surface to be treated shall be swept with a power broom and/or air blast to remove all loose dirt and other objectionable material.
 - 1. Vegetation shall be removed and an approved herbicide applied to those areas before cleaning.
 - 2. Emulsified asphalt shall be diluted by the addition of water when directed by the District's Representative and shall be applied a sufficient time in advance of the paver to ensure that all water has evaporated before the overlying mixture is placed on the tacked surface.
 - 3. The bituminous material including vehicle or solvent shall be uniformly applied with a bituminous distributor at the rate of 0.05 to 0.07 gallons per square yard. The type of bituminous material and application rate shall be approved by the District's Representative prior to application.
- C. Following the application, the surface shall be allowed to cure without being disturbed. The curing period shall be not less than 24 hours, unless otherwise approved by the District's Representative, and shall be sufficient to permit drying out and setting of the tack coat.
- D. After tack coat has cured, suitable precautions shall be taken by the Contractor to protect the surface against damage prior to placement of next course.

3.05 PLACING ASPHALT PAVEMENT

- A. General:

1. Place asphalt within 48 hours of applying primer or tack coat and after required curing time for emulsions.
 2. Each course of asphalt concrete shall be installed or constructed in accordance with the Standard Specifications Section 39.
 3. All layers, except as otherwise provided in these Specifications, shall be spread with mechanical spreading and finishing equipment as provided for in the Standard Specifications Section 39-5.01.
- B. Tack and Levelling Course:
1. After completion of the base course a tack coat shall be applied and a leveling course of minimum 1-inch thickness shall be placed and compacted over entire area.
 2. After compacting, the surface of the leveling course shall be check for compliance with the specified tolerances.
 3. Where required, depressions shall be filled with asphalt concrete fines prior to proceeding with subsequent pavement construction.
- C. Paver Equipment Requirements:
1. Asphalt pavers shall be self-propelled mechanical spreading and finishing equipment provided with a screed or strike-off assembly capable of distributing the material to not less than the full width of a traffic lane.
 - a. Screed action shall include cutting, crowding, and other practical action which is effective on the mixture without tearing, shoving, or gouging, and which produces a surface texture of uniform appearance.
 - b. The screed shall be adjustable to the required section and thickness. The paver shall be provided with a full width roller or tamper or other suitable compacting devices.
 2. Asphalt pavers shall be operated to insure continuous and uniform movement of the paver.
 3. The asphalt paver shall operate independently of the vehicle being unloaded or shall be capable of propelling the vehicle being unloaded in a satisfactory manner and, if necessary, the load of the haul vehicle shall be limited to that which will insure satisfactory spreading.
 4. While being unloaded, the haul vehicle shall be in contact with the machine at all times, and the brakes on the haul vehicle shall not be depended upon to maintain contact between the vehicle and the machine.
- D. Placing Hot-Mix Asphalt:
1. The completed mixture shall be deposited at a uniform quantity per linear foot to provide the required compacted thickness without resorting to spotting, picking-up or otherwise shifting the mixture.
 - a. Segregation shall be avoided, and the surfacing shall be free from pockets of coarse or fine material.
 - b. Asphalt containing hardened lumps shall not be used.
 2. Unless lower temperatures are directed by the District's Representative, mixtures shall be spread, and the first coverage of initial or breakdown compaction shall be performed, when the temperature of the mixture is not less than 275 degrees F. Breakdown compaction shall be completed before the temperature of the mixture drops below 250 degrees F.
 - a. A layer shall not be placed over another layer that exceeds 2 inches in compacted thickness until the temperature of the layer that exceeds 2 inches in compacted thickness is less than 150 degrees F at mid depth.
 - b. Layer thickness shall not be less than 1.25 inches or exceed 2 inches unless approved in advance and in writing by District's Representative.
- E. Construction Joints: Before placing the top layer adjacent to cold transverse construction joints, the cold transverse construction joints shall be trimmed to a vertical face and to neat line.
1. Transverse joints shall be tested with a 16-foot straightedge and shall be cut back to conform to meet the specified tolerances.
 2. Connections to existing surfacing shall be feathered to conform to the requirements for smoothness.
 3. Longitudinal joints shall be trimmed to a vertical face and to a neat line if the edges of the previously laid surfacing are, in the opinion of the District's Representative, in such condition that the quality of the completed joint will be affected.

- F. Rollers and Roller Equipment: The Contractor shall furnish a sufficient number of rollers to achieve the compaction and surface finish required by these Specifications.
1. Each roller shall have a separate operator.
 2. Rolling equipment shall be self-propelled and reversible.
 3. Rollers shall be equipped with pads and water systems that prevent sticking of asphalt mixtures to the pneumatic- or steel-tired wheels.
 4. A parting agent that will not damage the asphalt mixture, as determined by the District's Representative, may be used to aid in preventing the sticking of the mixture to the wheels.
- G. Compaction:
1. Compact pavement by rolling to a specified relative compaction that is 93-96% of bulk unit weight, tested in accordance with the nuclear gauge or CTM 309 core method.
 - a. Do not displace or extrude pavement from position.
 - b. Hand compact in areas inaccessible to rolling equipment.
 - c. A "pass" shall be one movement of a roller in either direction.
 - d. A "coverage" shall be as many passes as are necessary to cover the entire width being paved.
 - e. Overlap between passes during a coverage, made to ensure compaction without displacement of material in accordance with good rolling practice, shall be considered to be part of the coverage being made and not part of a subsequent coverage.
 - f. Each coverage shall be completed before subsequent coverages are started.
 - g. Rolling shall commence at the lower edge and shall progress toward the highest portion.
 - h. Perform rolling with consecutive passes to achieve even and smooth finish without roller marks.
 - i. In-place density of asphalt concrete will be determined prior to opening the pavement to public use.
 - j. Relative compaction will be determined by California Test 375.
 - k. Laboratory specimens will be prepared in conformance with California Test 304.
- H. The completed surfacing shall be thoroughly compacted, smooth, and free from routes, humps, depressions, or irregularities. Ridges, indentations, or other objectionable marks left in the surface of the asphalt paving by blading or other equipment shall be eliminated by rolling or other means. The use of any equipment that leaves ridges, indentations, or other objectionable marks in the asphalt paving shall be discontinued, and other acceptable equipment shall be furnished by the Contractor.

3.06 TOLERANCES

- A. Surface Tolerance:
1. The Contractor shall have on site a 12-foot straightedge for testing the asphalt paving surface when said straightedge is laid on the finished surface and parallel with the center line, the surface shall not vary more than 0.01-foot from the lower edge of the straightedge.
 2. The transverse slope of the finished surface shall be uniform to a degree that no depressions greater than 0.02-foot are present when tested with a straightedge 12 feet long.
 3. Skin patching will not be allowed to correct depressions.
- B. Thickness Tolerance:
1. The pavement thickness shall be determined by measuring the average thickness of core samples taken from the pavement for density determination.
 2. Thickness will be determined from the cores and shall be based upon the average of the cores.
 3. The asphalt thickness indicated on the cross sections shall be maintained.
 4. Thickness deficiencies in excess of 3/8-inch shall be corrected by removal and replacement of overlay at the discretion of the District's Representative.
 5. Skin patches and overlays less than 1-1/2 inches will not be allowed.
- C. Adjustments to Contract Sum:
1. The Contract will be reduced for thickness deficiencies equal to or less than 3/8-inch in proportion to 2 times the percent of thickness deficiencies to the specified pavement thickness (i.e., a 1/4-inch

- thickness deficiency in a pavement with a 2-inch specified thickness would result in a reduction of the unit price of $(2 \times 0.25)/2.0 = 25$ percent) for the lot containing a thickness deficiency.
2. No Contract Sum adjustment will be made for thickness in excess of those specified or shown.

3.07 FIELD QUALITY CONTROL

- A. Take samples and perform tests in accordance with Caltrans Test Methods.
- B. Upon completion of the work, Contractor shall provide a water drainage test for paved areas.
 1. Areas that fail to drain properly, as determined by the District's Representative, shall be corrected and repaired at no additional cost.
 2. If repaired, the entire surface shall have a seal coat applied at Contractor's cost.
 - a. Type of seal coat will be determined by the District's Representative.
 - b. Repairs shall be made within 15 calendar days of notification at the expense of the Contractor.

3.08 PROTECTION

- A. After final rolling, do not permit vehicular traffic on pavement until it has cooled to not less than temperature noted in the "Standard Specifications" and hardened and in no case sooner than 6 hours.
- B. Contractor shall be responsible for erecting barricades to protect paving from traffic until mixture has cooled and attained its maximum degree of hardness.
- C. Ample time shall be allowed for drying before traffic, vehicular and pedestrian, is allowed on the pavement.

END OF SECTION

SECTION 32 13 13

CONCRETE PAVING

PART 1 - GENERAL

1.01 SUMMARY

- A. Section Includes: Concrete flatwork as shown on the Drawings including, but is not necessarily limited to, the following
 1. Curbs.
 2. Accessible ramps.
 3. Walkways.
 4. Expansion and control joints.
 5. Reinforcement.
 6. Finishing.
- B. Related Requirements:
 1. Section 01 33 00 - Submittals
 2. Section 01 71 23 - Field Engineering
 3. Section 32 12 16 - Asphalt Paving
 4. Section 31 20 00 - Earth Moving
 5. Section 32 11 00 - Base Courses

1.02 REFERENCES

- A. State of California, Business and Transportation Agency, Department of Transportation (Caltrans) "Standard Specifications."

1.03 ADMINISTRATIVE REQUIREMENTS

- A. Submittal Procedures: Informational Submittals shall be submitted in accordance with Section 01 33 00 - Submittals.
- B. Pre-Installation Meeting: Conduct meeting at Project site to review scope of concrete paving work and expectations.
 1. Meeting shall be scheduled after approval of mockups and sufficiently in advance of commencement of concrete paving.
 2. Attendees shall include:
 - a. Contractor.
 - b. Concrete subcontractor.
 - c. District's Representatives.

1.04 ACTION SUBMITTALS

- A. Product Data: Manufacturers' current catalog cuts and specifications for the following:
 1. Expansion joint filler materials.
 2. Color admixtures.
 3. Curing compounds.
 4. Surface retarder.
 5. Other items as requested by District's Representative.
- B. Samples:
 1. Concrete materials as required for testing and inspection.

- 2. Expansion Joint Sealant: Manufacturer's standard bead samples showing full range of colors available.
- C. Concrete Mix Design: Submit mix designs and certified compressive strength test reports for each concrete strength, type, additives, and maximum aggregate size required, prepared, and certified by the ready-mix concrete supplier.

1.05 INFORMATIONAL SUBMITTALS

- A. Statement of installer/finisher qualifications if requested by District's Representative.
- B. Mill Certificates and Certifications for reinforcing bars, if used.
- C. Delivery tickets for each load of concrete delivered to the site.
- D. Results of slip-resistance testing.

1.06 QUALITY ASSURANCE

- A. Construction of concrete flatwork, including curbs and gutters, shall conform to Section 73 of the Standard Specifications.
- B. Codes and Standards: Comply with the applicable provisions of the following codes, specifications, and standards, except where more stringent requirements are shown or specified:
 - 1. California Building Code, Title 24, Part 2, Chapter 19A - Concrete
 - 2. ACI 301 Specifications for Structural Concrete for Buildings
 - 3. ACI 318 Building Code Requirements for Reinforced Concrete
 - 4. ACI 614 Recommended Practice for Measuring, Mixing, and Placing Concrete
 - 5. Concrete Reinforcing Steel Institute, Manual of Standard Practice
- C. Contractor shall be responsible for quality of concrete in place and shall bear burden of proof that concrete as placed meets minimum requirements.
- D. Slip Resistance: Floor tile shall provide a value equal to or greater than 0.42 when tested in accordance under dry conditions with DCOF AcuTest procedure contained in ANSI A137.1:2012, Section 9.6, and under wet conditions with DCOF AcuTest procedure of ANSI B101.3.
- E. Concrete Testing:
 - 1. The District may retain, at its expense, a testing laboratory to perform material evaluation tests in accordance with Section 01 45 00 - Quality Control.
 - 2. Testing may include slump tests and securing samples of concrete, cement, aggregates, or other materials for testing. Applicable materials shall be provided by the Contractor at no additional cost to the District.
- F. When review or observation is required of the District's Representative of the concrete work, Contractor shall notify the District's Representative not less than 2 working days prior to date when the review or observation is required.
- G. Pre-Pouring Review:
 - 1. Formwork, joint patterns, base material, reinforcement, "dobies," ties, and other installation accessories shall be reviewed and accepted by the District's Representative prior to pouring concrete.
 - 2. Forms, reinforcing, and accessories shall be in place and Contractor shall give a minimum of 5 working day lead-time notice to District's Representative when scheduling the review request.
 - 3. Contractor shall allow a minimum of 2 working days after pre-pour review in Construction Schedule for possible modifications to concrete preparation work, at no cost or delay to the project.

- H. The District's Representative shall have access to any off-site batch plant or quarry supplying materials at all times for subject project and trucks in route to the project site.
- I. Mockups:
 - 1. General:
 - a. Mix design shall match that used on accepted sample panels and proposed for use in final construction including cement and color additive.
 - b. Prepare at least one month before start of final concrete work to allow concrete to cure before observation.
 - c. Concrete color and finish for mockup appearance shall match color and finish of accepted sample.
 - d. Build mockups at the location indicated or, if not indicated, as selected by the District's Representative
 - e. Notify District's Representative 5 working days in advance of dates and times when mockups will be constructed and layouts will be ready for review.
 - f. Color and texture shall be approved before starting construction.
 - g. Perform specified slip-resistance testing on mockups.
 - h. Maintain final accepted mockups in an undisturbed condition as a standard for judging the completed Work.
 - i. Retain samples of sands, aggregates, and color additive used in the mockups for comparison with materials used in final work.
 - j. Demolish and remove mockups when directed if not incorporated into the final work.

1.07 DELIVERY AND STORAGE

- A. Deliver concrete reinforcement to job site properly tagged and ready to set. Store above ground surface on platforms, skids, or other supports. Coordinate delivery and storage of all other materials as appropriate.
- B. Coordinate delivery so that mixes may be immediately poured upon arrival at site.

1.08 FIELD CONDITIONS

- A. Maintain control of concrete dust and water. Do not permit adjacent areas to be contaminated.

PART 2 - PRODUCTS

2.01 BASE MATERIALS

- A. Aggregate: As specified in Section 32 11 00 - Base Courses.

2.02 FORMS

- A. Form Materials: Plywood, metal, metal-framed plywood, or other approved panel-type materials to provide full-depth, continuous, straight, and smooth exposed surfaces.
 - 1. Use flexible or uniformly curved forms for curves with a radius of 100 feet or less.
 - 2. Do not use notched and bent forms.
- B. Form-Release Agent: Commercially formulated form-release agent that will not bond with, stain, or adversely affect concrete surfaces and that will not impair subsequent treatments of concrete surfaces.

2.03 REINFORCING

- A. General:

1. Reinforcing steel shall be cut and bent cold to exact lengths and shapes to comply with Drawings, reviewed shop drawings, and referenced codes and standards.
 2. Comply with the additional requirement shown on the Drawings.
- B. Reinforcing Steel: Deformed billet steel bars complying with Section 52-1.02B of Standard Specifications, Section 1907 of CBC and ASTM A615.
1. Provide Grade 60 for No. 4 and larger, Grade 40 for No. 3 and smaller.
 2. Bars shall be in a new, "first-class" condition.
- C. Smooth Dowel Steel Bars for Expansion Joints: ASTM A29, Grade 40, No. 3 smooth.
1. Dowels shall be shop painted with iron-oxide zinc-chromate primer.
 2. Where shown, provide metal dowel sleeve or other approved break-bond method at one end of dowel to permit lateral movement at dowel within concrete section.
 3. Provide for movement which equals joint width plus 1/2 inch.
 4. Bars shall be in a new, "first-class" condition.
- D. Dowel Insert System: Single component dowel sleeve with self-locking design; Greenstreak "Speed Dowel" by Sika, or equal selected for dowel profile and diameter indicated on the Drawings.
- E. Tie Wire: ASTM A82, black annealed, minimum 16 gage.
- F. Supports for Reinforcement: Provide bolsters, chairs, spacers, and other devices for spacing, support and fastening reinforcing bars and welded wire fabric in place. Use wire bar type supports complying with CRSI specifications, unless otherwise acceptable.

2.04 CONCRETE MATERIALS

- A. Cement: ASTM C150, Type II, and shall be provided by one manufacturer.
- B. Pozzolan: Class F Fly Ash per ASTM C618 comprising 15-20% of total cementitious materials. Fly Ash may be added to a maximum ratio of 35% of total cementitious materials where testing reports are provided for the mix design review.
- C. Coarse Aggregates: Coarse aggregates shall conform to ASTM C33, sizes 57, 67 or 7. Pea gravel aggregate shall not be used.
- D. Fine aggregates: Fine Aggregates shall conform to ASTM C33.
- E. Water: Clean and not detrimental to concrete.
- F. Surface Retarder at Concrete Paving: Water-based, top-surface retarder and etch; "Grace Top-Cast" by Grace Construction Products. Contractor shall verify compatibility with concrete mix to achieve desired sandblast finish.
1. Grade: 05 Light Blue, unless otherwise required to achieve a median sand blasted texture.

2.05 CONCRETE ADDITIVES

- A. Pigment for Concrete: Synthetic mineral-oxide pigments or colored water-reducing admixtures, color stable, nonfading, and resistant to lime and other alkalis, and complying with ASTM C979; Davis Colors Inc., 800-800-6856, as specified and noted on the Drawings, or equal.
1. If added to mix at Project site, additive shall be furnished in manufacturer's "Mix-Ready" disintegrating bags.
 2. Dosage Rate: As required to achieve color of approved sample but not exceeding 10 percent of weight of cementitious materials in mix.
 3. Colors:
 - a. Darkening Agent: Davis Colors Inc. colorant #8084 Black, or acceptable equal.

- 1) Dosage: 1/4-pound per sack of concrete.
 - b. Other Colors: As noted on the Drawings.
- B. Fiber Reinforcement: 100 percent virgin homopolymer polypropylene fibrillated fibers; "Fibermesh 300" by Propex Concrete Systems Corp., or equal.
- C. No admixtures shall be allowed without written acceptance by the Engineer of Record. Admixtures that have a negative impact on concrete finish shall not be used. When more than one admixture is used, admixtures shall be compatible.

2.06 ACCESSORIES

- A. Non-Shrink Grout: Premixed compound consisting of non-metallic aggregate, cement, water reducing and plasticizing agents; capable of developing minimum compressive strength of 2,400 psi in 48 hours and 7,000 psi in 28 days. SIKAGROUT 212 or equal.
- B. Curing Materials:
 - 1. Liquid Curing Compounds: ASTM C309, Type 1.
 - 2. Sheet Material: Waterproofed Kraft paper, ASTM C17, regular type.
- C. Joint primer: One component, solvent based; Sonneborn horizontal paving joint primer No. 733, or No. 766, or equal.
- D. Fiber Expansion Joint Material: Preformed cellular fiber complying with ASTM D1751; 1/2 inch thick unless otherwise indicated.
 - 1. Expansion joint material shall be variety with "zip-strip" H-channel joint sealant receptacles. If proposed joint material is not installed with sealant receptacles then, the expansion joint material shall be completely covered with a Sonneborn "Sonofoam" closed cell backer rod or acceptable equal prior to application of joint sealant.
 - 2. Provide 3/8-inch tooled edges each side of joint material. Refer to Drawings for additional information.
- E. Paving Expansion Joint Sealant: One-part, self-leveling polyurethane conforming to ASTM C920, Class 25, Type S, Grade P; Sonneborn "Sonolastic SL 2," or equal.
 - 1. Color: As selected by District's Representative.

2.07 CONCRETE MIXING

- A. General:
 - 1. Mix and deliver concrete in accordance with ASTM C94.
 - 2. Addition of water to the mix after leaving the plant is not permitted.
 - 3. No admixtures will be allowed without prior acceptance by the District's Representative. If accepted, use admixtures according to manufacturer's written instructions.
 - 4. Ensure equipment and plant will afford accurate weighing, minimize segregation, and will efficiently handle materials.
 - 5. Deposit concrete into final position within 90 minutes of introduction of cement.
- B. Pigments:
 - 1. Darkening Agent: Add 1/4 pound of specified black colorant per 94 lb. sack of cement to all concrete which will be exposed to view when cured except for drain rims and concrete receiving other colorants.
 - 2. Other Colors: Add color pigment to concrete mixture according to manufacturer's written instructions and to result in hardened concrete color consistent with approved mockup.
- C. Minimum ultimate compression strength of concrete at 28 days is as follows:

Item	Strength (psi)	Maximum slump	Size of aggregate	Cement (min # of 94 lb. sacks per yard)	W/C Ratio (max)
Slab-On-Grade	3,000	4"	3/4"-1"	5	0.50
Curbs / Edgebands	3,000	4"	3/4"-1"	5	0.60

- D. Drying Shrinkage Limit at 21 Days: 0.40 percent.
- E. Adjustment to Concrete Mixes:
1. Mix design adjustments may be requested by Contractor when job conditions, weather, test results warrant, or to meet appearance of accepted samples or mockup.
 2. Test data for revised mix design shall be submitted to and accepted by District's Representative before using in work.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Verify requirements for concrete cover over reinforcement.
- B. Verify that anchors, seats, plates, reinforcement, and other items to be cast into concrete are accurately placed, positioned securely, and will not cause hardship in placing concrete.

3.02 PREPARATION

- A. Prepare joints in previously placed concrete by cleaning with steel brush and applying bonding agent in accordance with manufacturer's instructions.
- B. Coordinate the placement of joint devices with erection of concrete formwork and placement of form accessories.

3.03 EXCAVATION

- A. In addition to the general grading excavation required, the Contractor shall excavate to the required depths in the locations shown for flatwork and curbs. Excess excavation shall be replaced with concrete poured monolithically with the wall or pavement, at no additional cost to the District.

3.04 INSTALLATION OF FORMWORK

- A. Formwork shall conform to Section 51 of the Standard Specifications and as follows:
1. The Contractor shall build forms with a high degree of care and shall select from materials of adequate strength and smoothness to produce smooth, even surfaces of uniform texture and appearance, free of bulges, depressions, or other imperfections per the discretion of the District's Representative. Remove any residue remaining on concrete after forms are removed.
 2. Transition of curves to straight lines and of curves to curves shall be formed as smooth, continuous, and uninterrupted with typical 90-degree radius alignment at the points of tangency.

3.05 PLACING REINFORCEMENT

- A. General:
1. When there has been a delay in placing concrete, reinforcement shall be inspected and, if necessary, cleaned, relocated, and tied at no additional cost to District.

2. Wherever conduits, piping, inserts, sleeves, and similar item interfere with placing of reinforcing steel, obtain approval of District's Representative of method of procedure before concrete is placed.
- B. Reinforcement installation shall conform to the provisions of the Standard Specifications as follows:
 1. Cleaning Section 52-1.03B
 2. Bending Section 52-1.03C
 3. Placing Section 52-1.03D
 4. Splicing Section 52-6
 5. Lapped Splices Section 52-6.03B

3.06 PLACING CONCRETE

- A. Place concrete in accordance with ACI 301.
- B. Notify Engineer of Record and Special Inspector minimum 48 hours prior to commencement of operations. Do not place concrete until forms and reinforcements, as well as other required inspections, have occurred and the Special Inspector is present to perform observations and testing during placement.
- C. Ensure reinforcement, inserts, embedded parts, formed expansion and contraction joints are not disturbed during concrete placement.
- D. Separate slabs on grade from vertical surfaces with 1/2-inch-thick joint filler. Place joint filler to required elevations. Secure to resist movement by wet concrete.
- E. Extend joint filler from bottom of slab to within 1/8 inch of finished slab surface.
- F. Maintain records of concrete placement. Record date, location, quantity, air temperature, and test samples taken.
- G. Place concrete continuously between predetermined contraction joints.
- H. Do not interrupt successive placement; do not permit cold joints to occur.
- I. Screed slabs on grades shown, maintaining surface to tolerance of 1/4 inch maximum in 10 feet.

3.07 CONCRETE JOINTS

- A. General:
 1. Joints shall be constructed as detailed in the Drawings.
 2. Refer to layouts on the Drawings for location of each joint type.
- B. Expansion Joints: Install to full depth of slab.
 1. Fiber Expansion Joints: After allowing concrete to fully cure, remove zip strips and install expansion joint sealant as shown and in accordance with manufacturer's instructions.
 2. Install specified dowel sleeves in accordance with manufacturer's instructions and as shown.
- C. Score Joints: Tool to a 3/8-inch radius and to a 1-inch depth.
- D. Form contraction joints as detailed on plans. Joints shall be formed immediately after final finishing with an approved concrete-sawing machine; "SOFF-Cut" as manufactured by SOFF-Cut International: Corona, California (909) 272-2330, or equal.
 1. Avoid dislodging aggregates.
 2. Unless otherwise indicated or directed, the joints shall be 1/8-inch-wide and 1-inch deep. Do not use zip-strips.

3. Saw contraction joints to true alignment with "SOFF-Cut" concrete-sawing machines adequate in number and power and with sufficient replacement blades to complete the sawing at the required rate.
 4. Joints shall be cut as the concrete has hardened sufficiently to permit walking on the slab, and as recommended by the saw manufacturer.
 5. Unless otherwise approved, saw joints in the sequence of concrete placement. Remove cutting debris.
 6. Saw cuts shall be made in accordance with manufacturer's instructions.
- E. Sawed Joints: Form contraction joints with power saws equipped with shatterproof abrasive or diamond-rimmed blades. Cut 1/8-inch- wide joints into concrete when cutting action does not tear, abrade, or otherwise damage surface and before concrete develops random contraction cracks.
1. Cut depth shall be 25 percent of slab depth unless otherwise shown or required to comply with accepted mockup.
 2. Layout: As shown on the Drawings.
- F. Curb and Edge Band Joint: Locate as follows, unless otherwise noted on the Drawings.
1. Every 5 feet for score joints.
 2. Install fiber expansion joints maximum 15 feet on center.
 3. Install fiber expansion joints at corners, and beginnings and endings of radii.

3.08 EDGING

- A. Edges of slabs, curbs, and other paving shall be tooled with a 1/2-inch radius edging tool, unless otherwise indicated or specified in the Drawings.
- B. Trowel marks resulting from tooling of edges shall be carefully troweled out.

3.09 PLACING OF CONCRETE

- A. Notify District's Representative minimum 5 working days prior to pour.
- B. Preparation:
 1. Protect finished surfaces adjacent to areas to receive concrete.
 2. Valve boxes, electric boxes, drainage inlet structures, manholes, lids, and other similar items shall be covered and protected prior to and during concrete pour. Concrete staining to these items will not be accepted.
 3. Verify that the District's Representative, if required, has inspected reinforcement.
 4. Notify the District's testing laboratory at least 2 working days before placing concrete.
- C. Placing:
 1. Concrete placement shall conform to Section 40-103H of the Standard Specifications.
 2. Moisten earth, and spray forms and reinforcement with water before placing concrete.
 3. Place concrete in continuous operation to permit proper and thorough integration and to complete scheduled placement.
- D. Concrete shall not be dropped freely where reinforcing bars will cause segregation, nor shall it be dropped freely more than six feet. Spouts, elephant trunks, or other acceptable means shall be used to prevent segregation.

3.10 CONCRETE FINISHING - GENERAL

- A. Provide formed concrete surfaces to be left exposed with a medium sand-blast finish. Coordinate with Landscape Architect prior to placing concrete.

- B. Finish concrete floor surfaces in accordance with ACI 301. Provide non-slip surface where concrete floor surfaces are left exposed, unless noted otherwise.
- C. In areas with floor drains, maintain floor elevation at walls; pitch surfaces uniformly to drains as indicated on drawings.

3.11 FLATWORK FINISHING

- A. General:
 - 1. Provide each concrete finish where shown in the Drawings.
 - 2. Provide samples and mockups as specified of all concrete finishes for review and acceptance prior to pouring concrete.
- B. Float Finish: Consolidate surface with power-driven floats or by hand floating if area is small or inaccessible to power driven floats.
- C. Trowel Finish: After applying float finish, apply first trowel finish and consolidate concrete by hand or power-driven trowel. Continue troweling passes and restraighen until surface is free of trowel marks and uniform in texture and appearance.
- D. Broom Finish:
 - 1. Broom with medium bristled broom to a uniformly roughened surface. Finished surface shall be clean with uniform and straight lines.
 - 2. Paving with a slope greater than 6 percent shall be heavy broom finish and paving less than 6 percent shall be a medium broom finish.
- E. Areas to Receive Surface Retarder:
 - 1. Apply specified surface retarder uniformly to wet concrete after the initial bleed water rises to the surface using low pressure spray equipment in accordance with manufacturer's recommendations.
 - 2. Remove retarded cement matrix with water.
 - 3. Exercise care, and install protective procedures, to prevent rinse water from damaging adjacent materials or entering adjacent soil and planting areas. Should rinse water contaminate soil of planting areas, affected soil shall be removed and replaced with new soil complying with Section 32 90 00 - Planting at no additional cost to District.

3.12 FIELD QUALITY CONTROL

- A. Provide free access to Work and cooperate with District's Representatives.
- B. Tests of cement and aggregates may be performed to ensure conformance with specified requirements.
- C. One additional test cylinder will be taken during cold weather concreting, cured on job site under same conditions as concrete it represents.
- D. At a minimum one slump test will be taken for each set of test cylinders taken.
- E. Tolerances:
 - 1. Vertical deviation from specified grades shall not exceed 0.04 foot.
 - 2. Surface smoothness deviations shall not exceed 1/8 inch in 8 feet, in any direction.
 - 3. Thickness shall not be more than 0.01 foot less than planned thickness at any point.

3.13 CURING AND PROTECTION

- A. Immediately after placement, protect concrete from premature drying, excessively hot or cold temperatures, and mechanical injury.

- B. Maintain concrete with minimal moisture loss at relatively constant temperature for period necessary for hydration of cement and hardening of concrete.
- C. Cure floor surfaces in accordance with ACI 308.
- D. Spraying: Spray water over floor slab areas and maintain wet for 7 days.
- E. Provide necessary security to protect the concrete from vandalism. Concrete which is defaced or damaged during the course of this Contract shall be replaced by the Contractor at no additional cost to the District.

3.14 PATCHING

- A. Allow Engineer to inspect concrete surfaces immediately upon removal of forms.
- B. Excessive honeycomb or embedded debris in concrete is not acceptable. Notify Engineer upon discovery.
- C. Patch imperfections in accordance with ACI 301.

3.15 DEFECTIVE CONCRETE

- A. Defective Concrete: Concrete not conforming to required lines, details, dimensions, tolerances, or specified requirements; concrete with excessive honeycombs or other surface or finish defects.
- B. Repair or replacement of defective concrete will be determined by the Engineer of Record.
- C. Do not patch, fill, touch-up, repair, or replace exposed concrete except upon express direction of Engineer for each individual area.
- D. No additional compensation will be allowed for repair of defective concrete.

3.16 CLEANING

- A. Remove excess base material, concrete spills, cement stains and all other excess materials from all project areas prior to Final Acceptance.

END OF SECTION

SECTION 32 36 00

LANDSCAPE DECORATIVE METAL

PART 1 - GENERAL

1.01 SUMMARY

- A. Section Includes:
 - 1. The following exterior ornamental metal work:
 - a. Handrails.
 - 2. Shop applied coatings for decorative metal items.

1.02 REFERENCES

- A. American Institute of Steel Construction (AISC):
 - 1. "Specifications for the Design, Fabrication, and Erection of Structural Steel for Buildings," including "Commentary on the AISC Specification."
- B. American Society for Testing and Materials (ASTM):
 - 1. A36/A36M: "Specification for Carbon Structural Steel."
 - 2. A47/A47M: "Specification for Ferritic Malleable Iron Castings."
 - 3. A48/A48M: "Specification for Gray Iron Castings."
 - 4. A53/A53M: "Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated Welded and Seamless."
 - 5. A167: "Specification for Stainless and Heat-Resisting Chromium-Nickel Steel Plate Sheet and Strip."
 - 6. A176: "Specification for Stainless and Heat-Resisting Chromium Steel Plate, Sheet and Strip."
 - 7. A240/A240M: "Standard Specification for Chromium and Chromium-Nickel Stainless Steel Plate, Sheet, and Strip for Pressure Vessels and for General Applications."
 - 8. A276: "Specification for Stainless Steel Bars and Shapes."
 - 9. A307: "Specification for Carbon Steel Bolts and Studs, 60,000 psi Tensile Strength."
 - 10. A492: "Specification for Stainless and Heat-Resisting Steel Rope Wire."
 - 11. A500/A500M: "Specification for Cold-Formed Welded and Seamless Carbon Steel Structural Tubing in Rounds and Shapes."
 - 12. B26/B26M: "Standard Specification for Aluminum-Alloy Sand Castings."
 - 13. B247: "Standard Specification for Aluminum and Aluminum-Alloy Die Forgings, Hand Forgings, and Rolled Ring Forgings."
 - 14. C864: "Standard Specification for Dense Elastomeric Compression Seal Gaskets, Setting Blocks, and Spacers."
 - 15. A1008/A1008M-09: "Standard Specification for Steel, Sheet, Cold-Rolled, Carbon, Structural, High-Strength Low-Alloy, High-Strength Low-Alloy with Improved Formability, Solution Hardened, and Bake Hardenable."
 - 16. C1107/C1107M: "Specification for Packaged Dry, Hydraulic-Cement Grout (Nonshrink)."
 - 17. D6386-10: "Standard Practice for Preparation of Zinc (Hot-Dip Galvanized) Coated Iron and Steel Product and Hardware Surfaces for Painting."
 - 18. D7396-08: "Standard Guide for Preparation of New, Continuous Zinc-Coated (Galvanized) Steel Surfaces for Painting."
 - 19. E350-95(2005)e1: "Standard Test Methods for Chemical Analysis of Carbon Steel, Low-Alloy Steel, Silicon Electrical Steel, Ingot Iron, and Wrought Iron."
- C. American Architectural Manufacturers Associates (AAMA):
 - 1. CW-12: Structural Properties of Glass."
 - 2. 2605: "Voluntary Specification, Performance Requirements and Test Procedures for Superior Performing Organic Coatings on Aluminum Extrusions and Panels."

- D. American National Standards Institute (ANSI) /American Welding Society (AWS):
 - 1. ANSI/AWS D1.1/D1.1M: "Structural Welding Code."
 - 2. ANSI/AWS D1.3/D1.3M: "Structural Welding Code - Sheet Steel."
- E. Industrial Perforators Association (IPA):
 - 1. "Designers, Specifiers and Buyers Handbook for Perforated Metals"
- F. National Association of Architectural Metal Manufacturers (NAAMM)
 - 1. Architectural Metal Products Division (AMP): AMP 500-06, "Metal Finishes Manual for Architectural and Metal Products."
- G. SSPC: The Society for Protective Coatings (SSPC) "Painting Manual":
 - 1. Surface Preparation Specifications:
 - a. SSPC-SP 3: "Power Tool Cleaning."
 - b. SSPC-SP 6: "Commercial Blast Cleaning."

1.03 ADMINISTRATIVE REQUIREMENTS

- A. Submittal Procedures: Action and Informational Submittals shall be submitted in accordance with Section 01 33 00 - Submittals.
- B. Coordination:
 - 1. Coordinate installation of anchorages. Furnish setting drawings, diagrams, templates, and directions for installing anchorages, including sleeves, inserts, anchor bolts, and items with integral anchors, to be embedded in concrete and masonry.
 - 2. Coordinate with other Sections to ensure proper drainage and watertight interface with adjacent construction.
 - 3. Coordinate sequence of installation with Sections whose work adjoins decorative metalwork.

1.04 DESIGN AND PERFORMANCE REQUIREMENTS

- A. Industry Standards:
 - 1. General: Decorative metal shall conform to the recommended practices of the Architectural Products Division (AMP) of the National Association of Architectural Metal Manufacturers (NAAMM), Section 10 of the AISC Code of Standard Practice, and the additional requirements of this Section.
 - 2. Handrails shall comply with the "Metal Rail Manual" of National Ornamental and Miscellaneous Metals Association (NOMMA).
- B. If modifications to designs indicated are proposed in order to meet code requirements, indicate them as such on shop drawing submittals. Work with Architect to arrive at an acceptable design that is sufficiently similar to the design indicated.
- C. Design exterior decorative metal items to drain properly, to be watertight where appropriate, and for watertight connection to adjacent construction.
- D. Structural Performance of Handrails:
 - 1. General:
 - a. Stainless Steel: In engineering stainless steel railings to withstand structural loads indicated, determine allowable design working stresses of railing materials based on 60 percent of minimum yield strength.
 - 2. Handrails:
 - a. Uniform load of 50 lbf/ft applied in any direction.
 - b. Concentrated load of 200 lbf applied in any direction.
 - c. Uniform and concentrated loads need not be assumed to act concurrently.
 - 3. Infill of Handrails:
 - a. Concentrated load of 50 lbf applied horizontally on an area of 1 square foot.

- b. Infill load and other loads need not be assumed to act concurrently.
- E. Regulatory Requirements:
 - 1. Comply with the Americans with Disabilities Act (ADA) Design Guidelines.
 - 2. Comply with the CBC and other applicable State and local codes and regulations.
- F. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes acting on exterior metal fabrications by preventing buckling, opening of joints, overstressing of components, failure of connections, and other detrimental effects.
- G. Control of Corrosion: Prevent galvanic action and other forms of corrosion by insulating metals and other materials from direct contact with incompatible materials.
- H. Design interface and connections to existing work in such a way as to minimize damage and defacement to existing construction.

1.05 ACTION SUBMITTALS

- A. Shop Drawings:
 - 1. Prepare and submit large-scale drawings for fabrication and erection of assemblies not completely shown by manufacturer's product data.
 - a. Shop drawings are specifically required for the following:
 - 1) Handrails.
 - b. Include, as appropriate, plans, elevations, complete details, thicknesses, sizes, types, grades, classes of metal, connecting and joining methods, anchorages.
 - c. Show required field measurements and interface with work of other Sections.
 - d. Welds, both shop and field, shall be indicated by AWS "Symbols for Welding, Brazing and Nondestructive Examination," A2.4.
 - e. Indicate all required field measurements.
 - 2. Provide setting drawings, templates, instructions, and directions for installation of base plates and anchorage devices.
 - 3. Coordinate with shop drawing requirements of other Sections whose work adjoins exterior decorative metalwork.
- B. Product Data: Manufacturer's specifications and installation instructions for manufactured products to be used in the fabrication of work, including gate operators, manufactured railings, shop-applied paint products, and hardware.
- C. Samples:
 - 1. Exposed metals in selected finishes, 12 inches or 12 inches long as applicable.
 - 2. Each type of exposed fastener or hardware.
 - 3. Samples of products involving selection of color, texture, or design including mechanical finishes.
 - 4. For custom castings, submit finished samples showing ability to reproduce detail, cast-metal color, and quality of finish. Samples may be of similar previous work.
 - 5. Additional samples as requested by the District's Representative.

1.06 INFORMATIONAL SUBMITTALS

- A. Qualifications as specified.
- B. Welding:
 - 1. Statement of qualifications for fabricator, installer, and welders.
 - 2. Completed "Procedure Qualification Record" (PQR) and "Welding Procedures Specification" (WPS) forms for the welds to be performed under this Section.

- C. Delegated-Design: Prepare and submit shop drawings and engineering calculations for handrails to verify compliance with performance and design criteria, and acceptance by the authorities having jurisdiction.
 - 1. Indicate dimensions, profiles and framing member sizes, anchorage, size and type of fasteners.
 - 2. Drawings and calculations shall be signed and sealed by the engineer in responsible charge retained by the Contractor. Engineer shall be a California licensed civil or structural engineer.
 - 3. Although all calculations shall be submitted, review of calculations by District's Representative will not relieve Contractor of any responsibilities for providing systems of required strength.
- D. Galvanizing: Proposed methods of cleaning and profiling surfaces. Include methods for each decorative item.

1.07 QUALITY ASSURANCE

- A. Fabricator/Installer Qualifications: Documented experience in fabrication and installation of decorative metal similar to that indicated for this Project, and with a record of successful in-service performance.
- B. Organic-Coating Applicator Qualifications: A firm experienced in successfully applying coatings of type indicated and employing competent control personnel to conduct continuing, effective quality-control program to ensure compliance with requirements.
- C. Welder Qualifications: Certified and qualified in accordance with procedures specified in American Welding Society Standard in accordance with AWS D1.1, using procedures, materials, and equipment of the type required for the work.
- D. Welding procedures and operations shall comply with AWS B2.1, "Standard for Welding Procedure and Performance Qualifications." Comply with AWS publication "Welding Zinc Coated Steel" for galvanized products.
- E. Mockups: As requested by District's Representative District's Representative.
 - 1. Provide a full-size mockup of each type or installation condition of the following items for review and approval by District's Representative:
 - a. Handrails: Assembled section of central and end post to include 12 inches of top rail and 12 inches of post.
 - b. Handrails: One complete section, post to post.
 - 2. Include all required anchorages and fasteners.
 - 3. Mockups shall not be fabricated until submittals, including metal samples, have been submitted and approved.
 - 4. Each mockup shall consist of a typical assembly in specified finish, complete with mounting devices.
 - 5. Specified sizes shall be increased if necessary to demonstrate workmanship, welding, and visual effect of completed assembly.
 - 6. If requested by District's Representative, make modifications to mockups without additional charge to District.
 - 7. If approved by District's Representative, install or leave mockup on Project as directed.

1.08 DELIVERY, STORAGE, AND HANDLING

- A. Store decorative metal in a protected location on site until ready for installation. Protect from uncured concrete and from soiling and abrasion.

1.09 FIELD CONDITIONS

- A. Where decorative metal is indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication and indicate measurements on shop drawings.

PART 2 - PRODUCTS

2.01 METAL MATERIALS

- A. General: Provide metals free from surface blemishes where exposed to view in finished unit. Exposed-to-view surfaces exhibiting pitting, seam marks, roller marks, stains, discolorations, or other imperfections on finished units are not acceptable.
- B. Steel: Provide in form indicated, to comply with the following requirements:
 - 1. Plate, Shapes, and Bars: ASTM A36.
 - 2. Sheet: Commercial-quality, cold-rolled, stretcher-leveled, carbon-steel sheet complying with ASTM A1008, Class I, matte finish.
 - 3. Tubing: Cold formed, ASTM A500.
 - 4. Pipe: ASTM A53, Grade B, Schedule 40.
 - 5. Gray-Iron Castings: ASTM A48, Class 30.
 - 6. Malleable-Iron Castings: ASTM A47, grade as recommended by fabricator for type of use indicated.
 - 7. Wrought Iron: Low carbon alloy (less than 0.035 percent), malleable iron with good tensile strength and suitable for shaping and hammering as required by fabricator for use indicated.
- C. Galvanized-Steel Sheet: Commercial Quality, ASTM A653.
 - 1. Coating Designation: G90.
 - 2. Thickness: As required by SMACNA for specific conditions and as indicated.

2.02 FABRICATION - GENERAL

- A. Comply with AWS for recommended practices in shop welding and brazing.
- B. Mill joints to a tight, hairline fit. Cope or miter corner joints. Form joints exposed to weather to exclude water penetration.
- C. Mechanical field connections for railings shall be with countersunk screws, sleeves, or routed lapped members. Applied clips, angles, and non-flush fasteners are not acceptable.
- D. Provide weep holes where water may accumulate. Locate weep holes in inconspicuous locations.
- E. Finish exposed surfaces to smooth, sharp, well-defined lines and arris.
- F. Welding and Brazing: Comply with AWS-recommended practices.
 - 1. Exposed welds shall be continuous.
 - 2. Welds, burrs, roller marks, seams, and rough surfaces shall be ground neat and smooth. Mill markings shall be completely removed.
 - 3. Gouges, dents, and other surface abuse shall be filled and ground smooth.
 - 4. Weld and braze behind finished surfaces without distorting or discoloring exposed side.
 - 5. Remove flux from exposed welded and brazed joints. Dress exposed and contact surfaces.

2.03 GALVANIZING

- A. Provide zinc coating for ferrous steel by the hot-dip process after fabrication.
 - 1. Comply with ASTM A153 for galvanizing of iron and steel hardware.
 - 2. Comply with ASTM A123 for galvanizing of assembled steel products and rolled, pressed, and forged-steel shapes, plates, bars, and strips 1/8 inch thick and heavier.
- B. Minimum Cleaning Requirements Prior to Galvanizing: In accordance with SSPC Specification SP-10, "Near White Blast Cleaning."

- C. Newly galvanized items shall not be water quenched or chromate quenched after galvanizing.

2.04 PROTECTIVE PAINT COATINGS

A. General:

1. Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.
2. Corrosion Control: Prevent galvanic action and other forms of corrosion by insulating metals from direct contact with incompatible materials.
3. Decorative metals shall be spray finished in shop to the greatest extent possible. Where not shop finished, field finish painting shall conform to requirements of Section 09 90 00, "Painting and Coating."
4. Finish exposed fasteners to match adjacent metal.

B. Products:

1. Shop Primers and Finish Paints: As specified under each coating system.
2. Galvanizing-Repair Paint: Minimum 82 percent zinc-dust-content paint for regalvanizing welds in galvanized steel, complying with FS DOD-P-21035a; Z.R.C. Cold Galvanizing Compound by ZRC Worldwide, International Protective Coatings, or approved equal.

C. Galvanized Surfaces:

1. Surfaces shall be cleaned and profiled prior to receiving applied coatings.
 - a. Methods shall be selected based on age of galvanized coating, condition of surface and intended paint coating.
 - b. High spots and rough edges shall be smoothed out.
 - c. Care shall be taken not to damage the zinc coating.
2. Repair galvanized coating damaged after fabrication during handling, installation, or welding. Use specified repair paint in accordance with ASTM A780, AGA publication, "Recommended Practice for Touch-up of Damaged Galvanized Coatings," and manufacturer's recommendations for application of repair paint.
3. Comply with the additional recommendations included in the AGA document "Duplex Systems: Painting Over Hot Dip Galvanized Steel," and ASTM D6386.

- D. Shop-prime work to the greatest extent possible, except surfaces and edges to be field welded.

PART 3 - EXECUTION

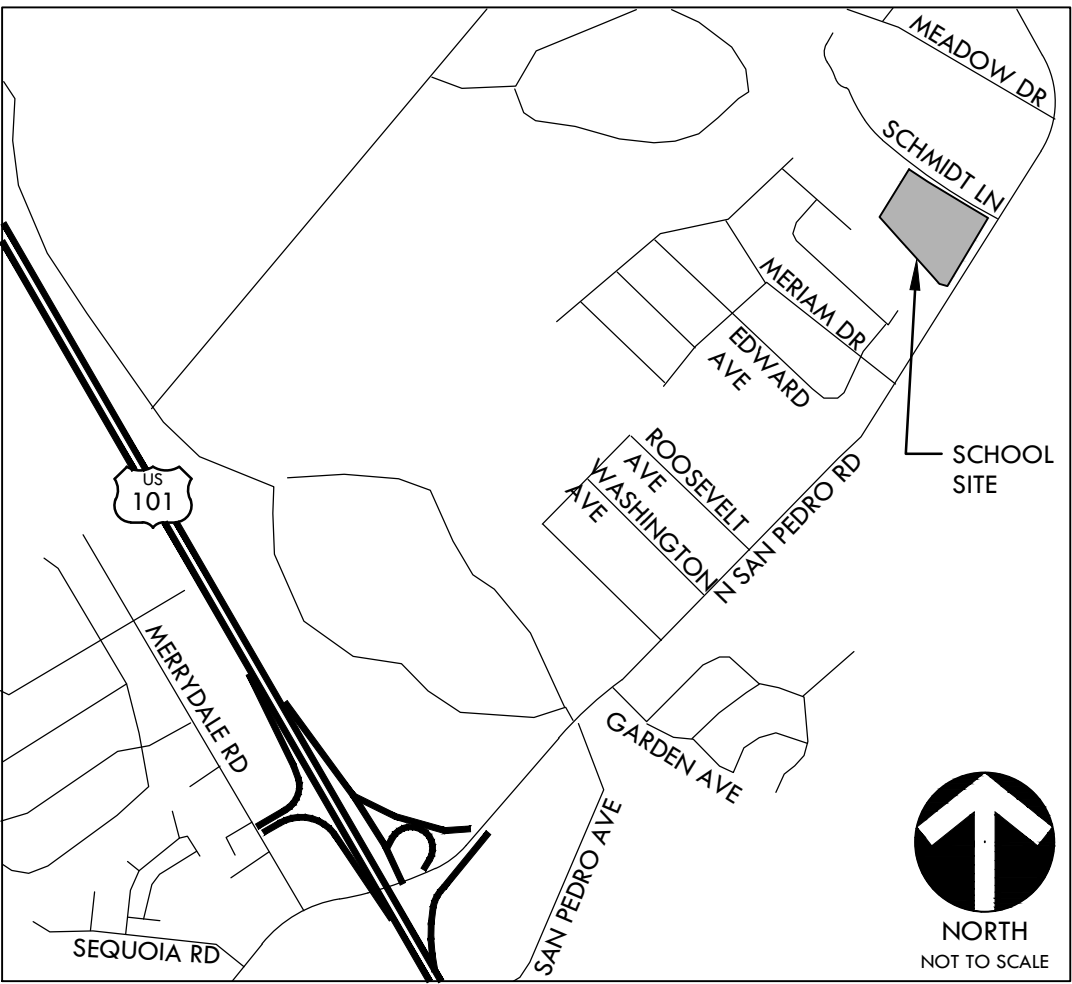
3.01 INSTALLATION

- A. Install metal work as shown on the Drawings in accordance with reviewed submittals.
- B. Perform cutting, drilling, and fitting required for installation.
- C. Set work accurately in location, alignment, and elevation; plumb, level, true, and free of rack; measured from established lines and levels.
- D. Field Welding: Comply with applicable AWS specification for procedures of manual shielded metal arc welding, for appearance and quality of welds, and for methods used in correcting welding work. Grind exposed welded joints smooth.
- E. Erection Tolerances:
 1. Maximum Variation from Plumb: 1/4 inch.
 2. Maximum Misalignment from True Position: 1/4 inch.
- F. Repair galvanizing and shop-applied coatings to match finish of adjacent surfaces.

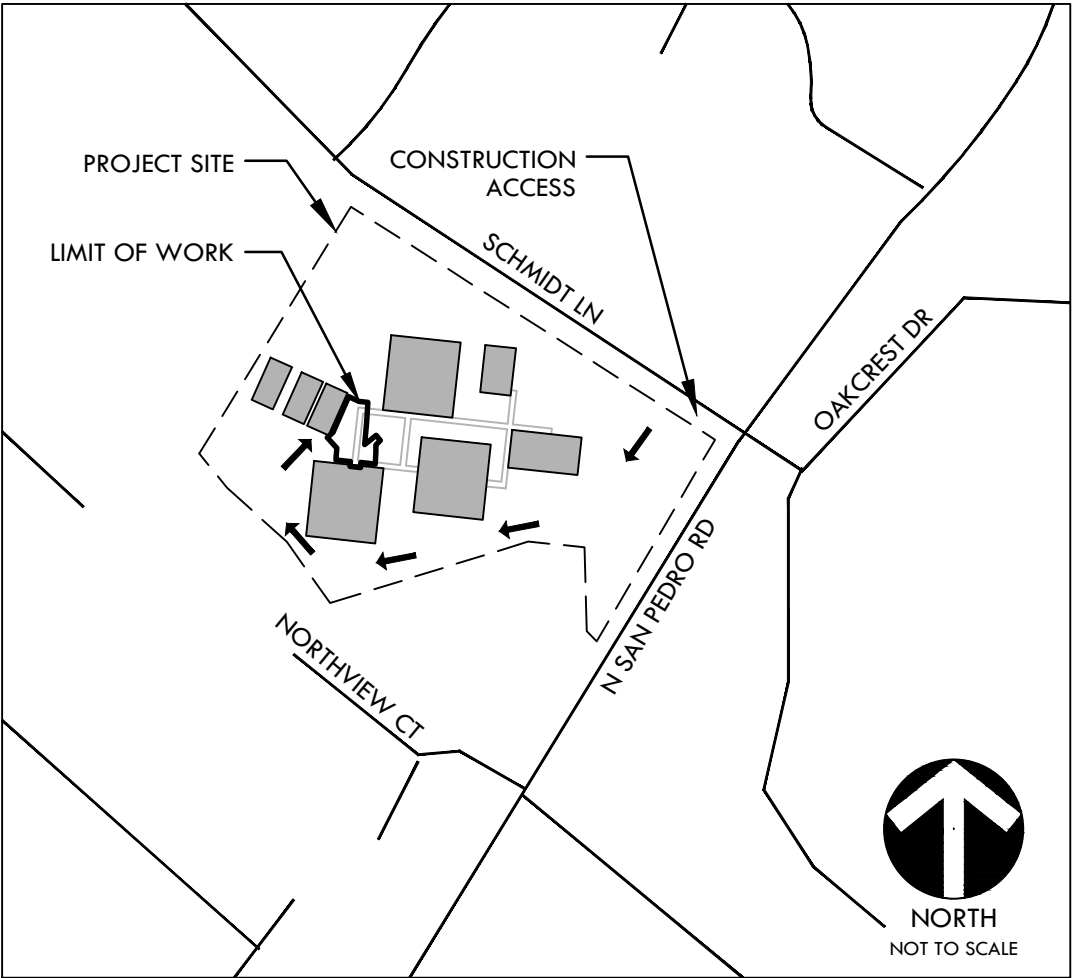
END OF SECTION

ALL IDEAS, DESIGNS, ARRANGEMENTS, AND PLANS INDICATED OR REPRESENTED BY THIS DRAWING ARE OWNED BY AND THE PROPERTY OF VERDE DESIGN, INC. AND WERE CREATED, EVOLVED, AND DEVELOPED FOR USE ON AND IN CONNECTION WITH THE GREGGORY PROJECT. NONE OF SUCH IDEAS, DESIGNS, ARRANGEMENTS, OR PLANS SHALL BE USED, REPRODUCED, OR PUBLISHED BY ANY METHOD, IN WHOLE OR IN PART, OR IN CONNECTION WITH ANY PROJECT, WITHOUT WRITTEN PERMISSION OF VERDE DESIGN, INC.

PROJECT MAPS



VICINITY MAP



SITE MAP

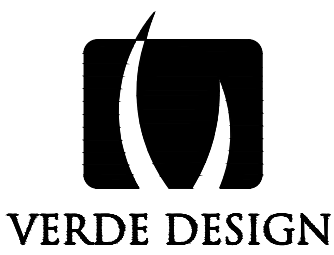
APPLICABLE CODES

1. 2022 CBC CHAPTER 35; PROVIDE ALL THE APPLICABLE/ADOPTED STANDARDS. WHERE A PARTICULAR STANDARD IS REFERENCED IN THE CODE BUT DOES NOT APPEAR AS AN ADOPTED STANDARD IT MAY STILL BE USED. APPLY ONLY THE PORTION OF THE STANDARD THAT IS APPLICABLE TO THE CODE SECTION WHERE THE STANDARD IS REFERENCED, NOT THE ENTIRE STANDARD.
- 2022 CALIFORNIA BUILDING STANDARDS ADMINISTRATIVE CODE, PART 1, TITLE 24 C.C.R.
2022 CALIFORNIA BUILDING CODE (CBC), PART 2, TITLE 24 C.C.R.
(2021 INTERNATIONAL BUILDING CODE VOLUMES 1-2)
2022 CALIFORNIA ELECTRICAL CODE (CEC), PART 3, TITLE 24 C.C.R.
(2020 NATIONAL ELECTRICAL CODE)
2022 CALIFORNIA MECHANICAL CODE (CMC), PART 4, TITLE 24 C.C.R.
(2021 UNIFORM MECHANICAL CODE)
2022 CALIFORNIA PLUMBING CODE (CPC), PART 5, TITLE 24 C.C.R.
(2021 UNIFORM PLUMBING CODE)
2022 CALIFORNIA ENERGY CODE, PART 6, TITLE 24 C.C.R.
2022 CALIFORNIA FIRE CODE, PART 9, TITLE 24 C.C.R.
(2021 INTERNATIONAL FIRE CODE AND 2022 CALIFORNIA AMENDMENTS)
2022 CALIFORNIA EXISTING BUILDING CODE, PART 10, TITLE 24 C.C.R.
(2021 INTERNATIONAL EXISTING BUILDING CODE)
2021 CALIFORNIA "GREEN" BUILDING REQUIREMENTS OR CAL GREEN, PART 11, TITLE 24 C.C.R.
2022 CALIFORNIA REFERENCED STANDARDS, PART 12, TITLE 24 C.C.R.
2022 TITLE 19 C.C.R., PUBLIC SAFETY, STATE FIRE MARSHAL REGULATIONS.
- LIST OF FEDERAL CODES AND STANDARDS (IF APPLICABLE)
AMERICANS WITH DISABILITIES ACT (ADA), TITLE II OR TITLE III
FOR TITLE II: UNIFORM FEDERAL ACCESSIBILITY STANDARDS (UFAS) 28 CFR 35.151(C)
OR ADA STANDARDS FOR ACCESSIBLE DESIGN (APPENDIX A OF 28 CFR PART 35)
FOR TITLE III: ADA STANDARDS FOR ACCESSIBLE DESIGN (APPENDIX A OF 28 CFR PART 36) 28 CFR 36.406
2010 AMERICANS WITH DISABILITIES ACT (ADA) STANDARDS FOR ACCESSIBLE DESIGN
- NOTE: TITLE II APPLIES TO PROJECTS FUNDED AND/OR USED BY STATE AND LOCAL GOVERNMENT SERVICES. TITLE III COVERS PUBLIC ACCOMMODATIONS AND COMMERCIAL FACILITIES. DEPENDING ON THE USE AND FUNDING, BOTH TITLE MAY APPLY TO THE PROJECT.
- | | | |
|-----------|---|--------------|
| NFPA 13 | AUTOMATIC SPRINKLER SYSTEMS | 2022 EDITION |
| NFPA 14 | STANDPIPE SYSTEMS | 2022 EDITION |
| NFPA 17 | DRY CHEMICAL EXTINGUISHING SYSTEMS | 2021 EDITION |
| NFPA 17A | WET CHEMICAL EXTINGUISHING SYSTEMS | 2021 EDITION |
| NFPA 20 | STATIONARY FIRE PUMPS | 2022 EDITION |
| NFPA 24 | PRIVATE FIRE SERVICE MAINS | 2022 EDITION |
| NFPA 72 | NATIONAL FIRE ALARM AND SIGNALING CODE (CALIFORNIA AMENDED)
(NOTE SEE UL STANDARD 1971 FOR "VISUAL DEVICES") | 2022 EDITION |
| NFPA 253 | CRITICAL RADIANT FLUX OF FLOOR COVERING SYSTEMS | 2023 EDITION |
| NFPA 2001 | CLEAN AGENT FIRE EXTINGUISHING SYSTEMS | 2022 EDITION |
| ASME 17.1 | ELEVATOR STANDARD | 2019 EDITION |
- REFERENCE CODE SECTIONS FOR APPLICABLE STANDARDS - 2022 CALIFORNIA BUILDING CODE (FOR SFM) REFERENCED STANDARDS CHAPTER 35
ADA STANDARD FOR ACCESSIBLE DESIGN (APPENDIX A OF 28 CFR PART 36)
2. THE INTENT OF THESE DRAWINGS AND SPECIFICATIONS IS THAT WORK OF THE ALTERATION, REHABILITATION OR RECONSTRUCTION IS TO BE IN ACCORDANCE WITH TITLE 24, CALIFORNIA CODE OF REGULATIONS. SHOULD ANY EXISTING CONDITIONS SUCH AS DETERIORATION OR NON-COMPLYING CONSTRUCTION BE DISCOVERED WHICH IS NOT COVERED BY THE CONTRACT DOCUMENTS WHEREIN THE FINISHED WORK WILL NOT COMPLY WITH TITLE 24, CALIFORNIA CODE OF REGULATIONS, A CHANGE ORDER, OR A SEPARATE SET OF PLANS AND SPECIFICATIONS, DETAILING AND SPECIFYING THE REQUIRED WORK SHALL BE SUBMITTED TO AND APPROVED BY THE OWNER REPRESENTATIVE BEFORE PROCEEDING WITH THE WORK.
3. ALL EXISTING FIRE EXTINGUISHING SYSTEMS ARE IN COMPLIANCE WITH UL 300, CBC 904.11, CFC 904.11.

CONSTRUCTION DRAWINGS FOR
OLD GALLINAS CHILDREN'S CENTER
PATHWAY IMPROVEMENTS

251 N SAN PEDRO RD, STE D
SAN RAFAEL, CA 94903
VERDE DESIGN, INC. PROJECT NO. 2419300

PREPARED BY



LANDSCAPE ARCHITECTURE
CIVIL ENGINEERING
SPORT PLANNING & DESIGN
3558 Round Barn Blvd. Suite 200
Santa Rosa, CA 95403
Tel: 707.800.4204
Fax: 408.985.7260
www.VerdeDesignInc.com



SCOPE OF WORK

SCOPE OF WORK TO INCLUDE, BUT NOT LIMITED TO, REMOVAL OF EXISTING PAVEMENT AND VEGETATION AND INSTALLATION OF NEW WALKWAYS, STAIRS, RAMP SYSTEMS, AND HANDRAILS.

GENERAL NOTES

- PRIOR TO BIDDING, THE GENERAL CONTRACTOR SHALL VISIT & INSPECT THE SITE & FAMILIARIZE THEMSELVES WITH EXISTING CONDITIONS AFFECTING THE NEW WORK. THE GENERAL CONTRACTOR SHALL NOT DISPUTE, COMPLAIN OR ASSERT THAT THERE IS ANY MISUNDERSTANDING IN REGARDS TO LOCATION, EXTENT, NATURE OR AMOUNT OF WORK TO BE PERFORMED UNDER THIS CONTRACT DUE TO THE CONTRACTOR'S FAILURE TO INSPECT THE SITE. CONTRACTOR SHALL NOTIFY THE DISTRICT OF ANY CONDITIONS, REQUIRING WORK, WHICH ARE NOT COVERED IN THE CONTRACT DOCUMENTS.
- NO CONSTRUCTION SHALL COMMENCE WITHOUT THE OFFICIAL NOTICE TO PROCEED FROM THE DISTRICT.
- THE GENERAL CONTRACTOR & SUBCONTRACTORS ARE RESPONSIBLE FOR LOCATING & VERIFYING ALL EXISTING UNDERGROUND UTILITIES IN ALL AREAS OF NEW WORK PRIOR TO COMMENCEMENT OF EXCAVATION. EXISTING UTILITIES SHOWN ON THE DRAWINGS ARE APPROXIMATE ROUTING LOCATIONS AS BEST DETERMINED FROM EXISTING DRAWINGS AND THE DISTRICT, BUT SHOULD NOT BE CONSTRUED TO REPRESENT ALL OF THE EXISTING UNDERGROUND UTILITIES. THE CONTRACTOR SHALL POTHOLE ALL EXISTING UTILITIES THAT MAY BE AFFECTED BY NEW FACILITIES IN THIS CONTRACT. VERIFY ACTUAL LOCATION AND DEPTH OF UTILITIES, AND REPORT POTENTIAL CONFLICTS TO THE DISTRICT PRIOR TO EXCAVATING FOR NEW FACILITIES.
- CONTRACTOR SHALL TAKE ALL NECESSARY STEPS TO PROTECT ALL EXISTING UTILITIES, WHETHER SHOWN OR NOT, IN THE CONTRACT DOCUMENTS. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DAMAGES TO EXISTING UTILITIES CAUSED BY ITS OPERATIONS.
- THE CONTRACTOR SHALL PROTECT ALL EXISTING ITEMS WITHIN SITE IMPROVEMENTS. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO REPAIR ALL DAMAGED AREAS TO THEIR ORIGINAL CONDITION OR BETTER AT CONTRACTOR'S EXPENSE TO THE SATISFACTION OF THE DISTRICT.
- DIMENSIONS AND LOCATIONS OF EXISTING FACILITIES ARE APPROXIMATE AND SHALL BE FIELD VERIFIED BY CONTRACTOR. ANY DISCREPANCIES SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE DISTRICT.
- ALL WORK SHALL CONFORM TO THE LATEST EDITION OF THE CALIFORNIA BUILDING CODE, CALIFORNIA PLUMBING CODE, CALIFORNIA FIRE CODE AND ALL APPLICABLE STATE AND LOCAL CODES AND ORDINANCES, AS WELL AS ADAPTED STANDARDS.
- ALL NOTES ARE FOR GENERAL REFERENCE IN CONJUNCTION WITH, AND AS A SUPPLEMENT TO, THE WRITTEN SPECIFICATIONS AND DETAILS ASSOCIATED WITH THE CONTRACT DOCUMENTS.
- THIS DRAWING SET SHALL BE USED IN CONJUNCTION WITH THE CSI FORMAT SPECIFICATIONS PUBLISHED IN BOOK FORM. COMBINED, THEY ARE HEREIN REFERRED TO AS THE "CONTRACT DOCUMENTS".
- DIMENSIONS ON WORKING DRAWINGS TAKE PRECEDENCE OVER MEASURED ELEMENTS. CONTRACTOR SHALL NOT SCALE DRAWINGS.
- ALL TYPICAL DETAILS SHALL APPLY UNLESS NOTED OTHERWISE.
- CONTRACTOR SHALL PROVIDE ADEQUATE DUST CONTROL AND KEEP MUD AND DEBRIS OFF THE PUBLIC RIGHT-OF-WAY AT ALL TIMES.
- ALL TRENCHES AND EXCAVATIONS SHALL BE CONSTRUCTED IN STRICT COMPLIANCE WITH THE APPLICABLE SECTIONS OF CALIFORNIA AND FEDERAL O.S.H.A. REQUIREMENTS AND OTHER APPLICABLE SAFETY ORDINANCES. CONTRACTOR SHALL BEAR FULL RESPONSIBILITY FOR TRENCH SHORING DESIGN AND INSTALLATION.
- ANY ALTERATIONS OF EXISTING FACILITIES TO ACCOMMODATE THE INSTALLATION OF NEW WORK SHALL BE REVIEWED BY THE DISTRICT PRIOR TO COMMENCING WORK.
- CONTRACTOR SHALL COORDINATE ALL WORK TO AVOID DISTURBING STUDENTS OR TEACHERS DURING SCHOOL HOURS. ANY DISRUPTION OF THE UTILITIES MUST BE COORDINATED AND APPROVED BY THE DISTRICT AND INSPECTOR OF RECORD PRIOR TO COMMENCING WORK.
- ALL TEMPORARY WORK SHALL BE CONSIDERED A PART OF THIS CONTRACT AND NO EXTRA CHARGES WILL BE ALLOWED. THIS SHALL INCLUDE MINOR ITEMS OF MATERIAL OR EQUIPMENT NECESSARY TO MEET THE REQUIREMENTS AND INTENT OF THE PROJECT.
- THE PLANS AND SPECIFICATIONS DO NOT UNDERTAKE TO SHOW OR LIST EVERY ITEM TO BE PROVIDED, BUT RATHER TO DEFINE THE REQUIREMENTS FOR A FULL AND WORKING SYSTEM FROM THE STANDPOINT OF THE END USER. FOR THIS REASON, WHEN AN ITEM NOT SHOWN OR LISTED IS CLEARLY NECESSARY FOR PROPER CONTROL/OPERATION OF EQUIPMENT WHICH IS SHOWN OR LISTED, THE CONTRACTOR SHALL PROVIDE AN ITEM WHICH WILL ALLOW THE SYSTEM TO FUNCTION PROPERLY AT NO INCREASE IN PRICE.
- ALL CONTRACTORS SHALL REMOVE TRASH AND DEBRIS STEMMING FROM THEIR WORK ON A DAILY BASIS. PROJECT SITE SHALL BE MAINTAINED IN A CLEAN AND ORDERLY CONDITION.
- THE DETAILS REFLECT THE DESIGN INTENT FOR TYPICAL CONDITIONS. THE CONTRACTOR SHALL VERIFY ALL FIELD CONDITIONS AND SHALL INCLUDE, IN HIS SCOPE, THE COST FOR COMPLETE FINISHED INSTALLATIONS, INCLUDING ANOMALIES, OF ALL TRADES.
- NO WORK SHALL COMMENCE WITH UNAPPROVED MATERIALS. ANY WORK DONE WITH UNAPPROVED MATERIALS AND EQUIPMENT IS AT THE CONTRACTOR'S RISK AND IS SUBJECT TO REJECTION AND REPLACEMENT. SEE SPECIFICATIONS FOR SUBMITTAL AND SUBSTITUTION REQUIREMENTS.
- CONSTRUCTION MATERIALS STORED ON THE SITE SHALL BE PROPERLY STACKED AND PROTECTED SO AS TO PREVENT DAMAGE OR DETERIORATION UNTIL USED. FAILURE IN THIS REGARD MAY BE CAUSE FOR REJECTION OF MATERIAL AND/OR WORK.
- ALL EQUIPMENT SHALL BE FABRICATED FROM FIELD VERIFIED DIMENSIONS AND APPROVED SHOP DRAWINGS. COORDINATE MECHANICAL, PLUMBING AND ELECTRICAL EQUIPMENT.
- CONTRACTOR SHALL PERFORM THEIR CONSTRUCTION AND OPERATIONS IN A MANNER WHICH WILL NOT ALLOW HARMFUL POLLUTANTS TO ENTER THE STORM DRAIN SYSTEM. TO ENSURE COMPLIANCE, THE CONTRACTOR SHALL IMPLEMENT THE APPROPRIATE BEST MANAGEMENT PRACTICE (BMP) AS OUTLINED IN THE BROCHURES ENTITLED "BEST MANAGEMENT PRACTICE FOR THE CONSTRUCTION INDUSTRY" ISSUED BY THE CALIFORNIA STORM WATER QUALITY ASSOCIATION, NONPOINT SOURCE POLLUTION CONTROL PROGRAM, TO SUIT THE CONSTRUCTION SITE AND JOB CONDITION. THE CONTRACTOR SHALL PRESENT HIS PROPOSED BMP AT THE PRECONSTRUCTION MEETING FOR DISCUSSION AND APPROVAL.
- CONTRACTOR SHALL PROVIDE TEMPORARY CONSTRUCTION FENCING PER CONTRACT DOCUMENTS TO SERVE LIMIT OF WORK AREAS. FENCING MAY BE ADJUSTED DURING CONSTRUCTION BASED ON CONSTRUCTION SEQUENCE OR THE DISTRICT'S DIRECTION.
- OVERNIGHT PARKING OF CONSTRUCTION EQUIPMENT IN THE STREET RIGHT-OF-WAY SHALL NOT BE PERMITTED.

CONTACT INFORMATION

ORGANIZATION	NAME	PHONE
OWNER SAN RAFAEL CITY SCHOOLS	TIM RYAN	(415) 492-3285
CIVIL ENGINEER / LANDSCAPE ARCHITECT VERDE DESIGN INC.	WES DOWNING DEVIN CONWAY	(707) 800-4204 (408) 850-3420

SHEET INDEX (6 Sheets)

SHEET NO.	SHEET DESCRIPTION
C0.0	COVER SHEET
L1.0	EXISTING CONDITIONS PLAN
L2.0	DEMOLITION PLAN
L3.0	GRADING PLAN
L4.0	IMPROVEMENTS PLAN
LD1.0	CONSTRUCTION DETAILS

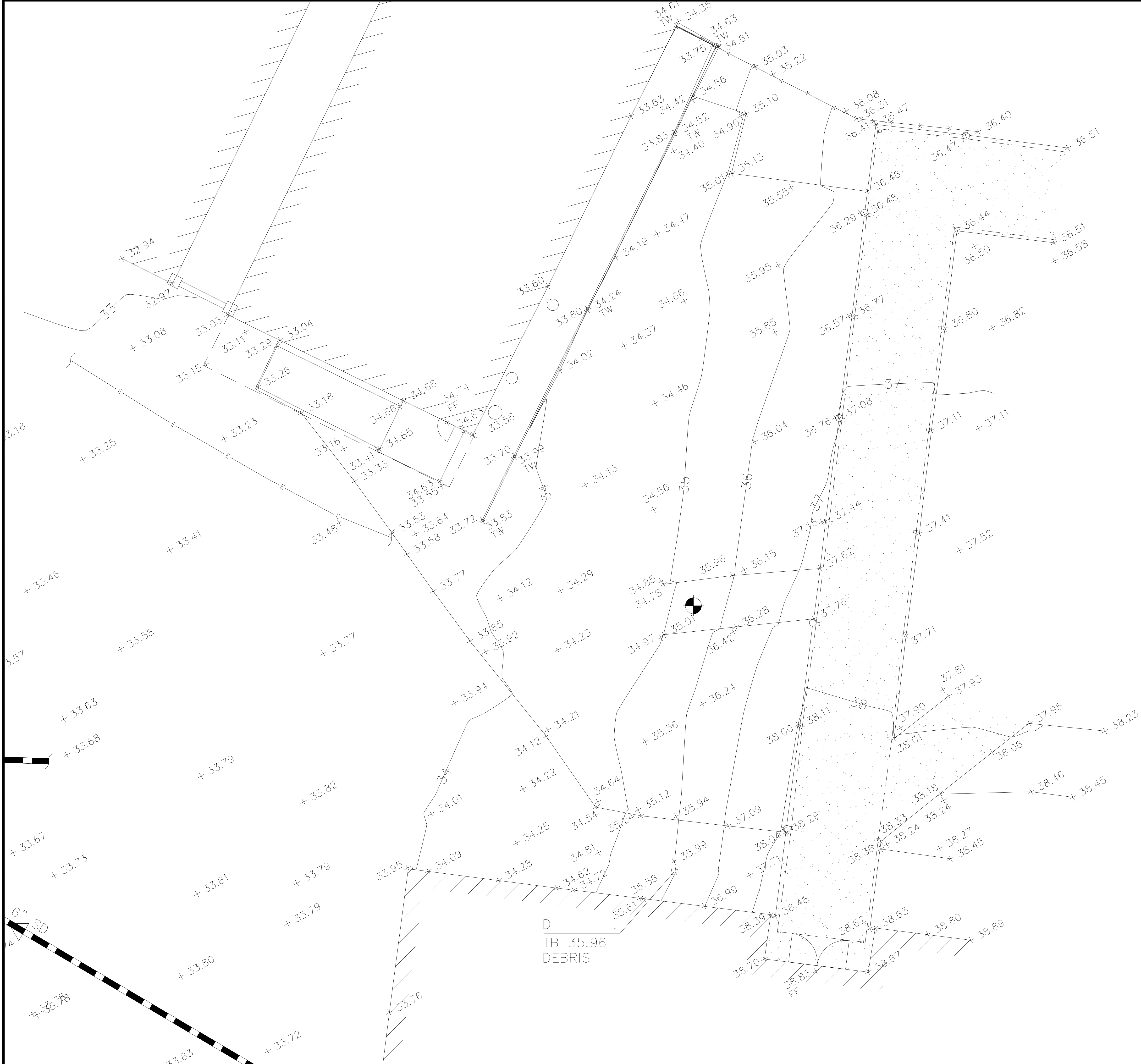
C0.0

COVER SHEET

OLD GALLINAS CHILDREN'S CENTER PATHWAY IMPROVEMENTS

100% SUBMITTAL - 01/24/25

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SHEET INFO AND REFERENCE

- THIS TOPOGRAPHIC SURVEY WAS PROVIDED BY BKF ENGINEERS. (TELEPHONE): (707) 583-8527 (ADDRESS): 200 4TH ST, SUITE 300, SANTA ROSA, CA 95401.
- NOTE THAT THIS IS NOT A COMPLETE UNDERGROUND SURVEY. THIS DRAWING CONTAINS ONLY PARTIAL INFORMATION FOR THE EXISTING IRRIGATION, SANITARY SEWER, STORM DRAIN SYSTEMS, ETC. CONTRACTOR IS RESPONSIBLE FOR VERIFYING EXISTING CONDITIONS.

SURVEY NOTES

TOPOGRAPHIC NOTES

UNAUTHORIZED CHANGES & USES: THE PROFESSIONAL PREPARING THIS MAP WILL NOT BE RESPONSIBLE FOR, OR LIABLE FOR, UNAUTHORIZED CHANGES TO OR USES OF THIS MAP. CHANGES TO THIS MAP MUST BE REQUESTED IN WRITING AND MUST BE APPROVED BY THE PROFESSIONAL.

THE LOCATIONS OF EXISTING UNDERGROUND FACILITIES SHOWN ON THESE DRAWINGS ARE APPROXIMATE AND ARE BASED ON OBSERVED TOPOGRAPHIC SURFACE FEATURES. THE PROFESSIONAL PREPARING THIS MAP ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF THESE FACILITIES OR FOR THE INADVERTENT OMISSION OF RELATED INFORMATION.

BENCHMARK: MAG NAIL WITH WASHER, LOCATION SHOWN HEREON, ELEVATION 35.44' (DATUM: NAVD 88 DETERMINED BY GLOBAL NAVIGATION SATELLITE SYSTEM (GNSS) SURVEY METHODS UTILIZING THE LEICA SMARTNET REAL TIME NETWORK).

FIELD SURVEY DATE: OCTOBER 23, 2024

SURVEY LEGEND

SYMBOLS & LEGEND

- EXISTING**
- BENCHMARK
 - FENCE
 - STORM DRAIN
 - UNDERGROUND ELECTRIC LINE
 - CONCRETE
 - SPOT ELEVATION
 - CONTOUR
 - BUILDING OVERHANG
 - STORM STRUCTURE INLET
 - BUILDING OVERHANG POST
 - DOWNSPOUT TO SURFACE
 - DOWNSPOUT TO UNDERGROUND
 - SEWER CLEANOUT

ABBREVIATIONS

- DI DRAIN INLET
- FF FINISHED FLOOR
- TB TOP OF BOX
- TW TOP OF WALL



VERDE DESIGN

LANDSCAPE ARCHITECTURE
CIVIL ENGINEERING
SPORT PLANNING & DESIGN

3558 Round Barn Blvd. Suite 200

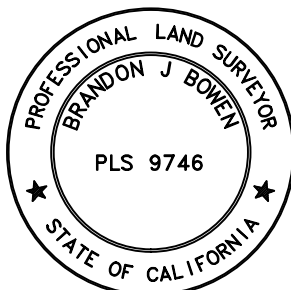
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tel: 707.800.4204

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STAMP



CONSULTANT



BKF ENGINEERS

810 FIFTH AVENUE

Suite 210

SAN RAFAEL, CA 94901

(415) 930-7960

www.bkf.com

SHEET TITLE

EXISTING CONDITIONS
PLAN

PROJECT NAME

OLD GALLINAS
CHILDREN'S CENTER
RAMP AND STAIRS
PROJECT

PROJECT ADDRESS

252 N SAN PEDRO RD
STE D, SAN RAFAEL
CA 94903

SUBMITTAL	DATE
100% SUBMITTAL	01/24/25

NO.	REVISIONS	DATE
1		
2		
3		
4		
5		
6		

DRAWN BY	-	CHECKED BY	WD/DC
DATE ISSUED	01/24/25	SCALE	1/4"=1'-0"
PROJ. NO.	2419300		
SHEET NO.	L1.0		

OF 6 SHEETS

EXISTING CONDITIONS PLAN

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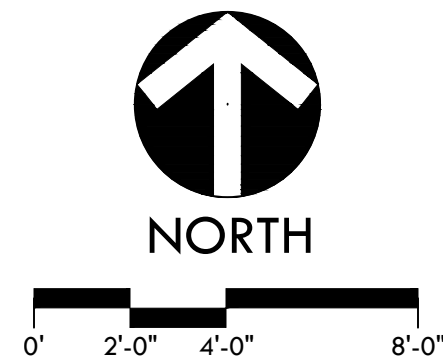


- ### DEMOLITION NOTES
- THE CONTRACTOR SHALL PERFORM ALL CLEARING, DEMOLITION, REMOVAL OF OBSTRUCTIONS AND SITE PREPARATIONS NECESSARY FOR THE PROPER EXECUTION OF ALL WORK CONTAINED IN THE CONTRACT DOCUMENTS.
 - CONTRACTOR SHALL VERIFY LOCATION OF ALL EXISTING UTILITIES AND PROVIDE THE REQUIRED COORDINATION FOR THEIR TEMPORARY DISCONNECTION, PROTECTION, REMOVAL AND/OR STORAGE AS MAY BE REQUIRED DURING CONSTRUCTION. CONTRACTOR SHALL COORDINATE WITH THE DISTRICT TO DETERMINE WHETHER TEMPORARY SERVICES ARE NECESSARY.
 - THE CONTRACTOR SHALL VISIT THE SITE PRIOR TO BID SUBMITTAL TO DETERMINE THE EXACT EXTENT AND DEPTH OF SITE DEMOLITION REQUIRED AND VERIFY COMPLIANCE WITH DRAWINGS. THE DISTRICT SHALL BE NOTIFIED IMMEDIATELY OF ANY DISCREPANCIES.
 - THE CONTRACTOR SHALL VERIFY THE LOCATIONS OF ALL EXISTING UTILITIES, STRUCTURES AND SERVICES BEFORE COMMENCING WORK. THE LOCATIONS OF UTILITIES, STRUCTURES AND SERVICES SHOWN IN THE CONTRACT DOCUMENTS SHALL BE DEEMED TO BE APPROXIMATIONS ONLY. ALL DISCREPANCIES BETWEEN WHAT IS SHOWN AND THE ACTUAL FIELD CONDITIONS SHALL BE REPORTED TO THE DISTRICT'S REPRESENTATIVE. THE CONTRACTOR SHALL CONTACT UNDERGROUND SERVICE ALERT (USA) AT (800) 227-2600 PRIOR TO ANY DEMOLITION OR EXCAVATION. UPON COMPLETION OF USA MARKING OPERATIONS, CONTRACTOR SHALL RECORD ALL UTILITY MARKINGS ON A SEPARATE SET OF DRAWINGS. THIS SET SHALL BE KEPT ON-SITE FOR REFERENCE FOR DURATION OF CONTRACT. NOTIFY THE DISTRICT'S REPRESENTATIVE IMMEDIATELY SHOULD CONFLICTS ARISE AND REDIRECT WORK TO AVOID DELAY.
 - ALL EXISTING ITEMS ARE TO REMAIN UNLESS OTHERWISE NOTED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING OR REPLACING, AT CONTRACTOR'S EXPENSE, ANY EXISTING ITEM DAMAGED OR DESTROYED BY CONSTRUCTION OPERATIONS. CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR REPAIRING OR REPLACING ANY AND ALL DAMAGES TO ADJACENT PROPERTIES. THE DAMAGED ITEMS SHALL BE RESTORED TO AN "AS-WAS" OR BETTER CONDITION OR REPLACED PER THE DISCRETION OF THE DISTRICT'S REPRESENTATIVE.
 - PRIOR TO ANY DEMOLITION WORK, CONTRACTOR SHALL INSTALL SELF-SUPPORTING INTERLOCKING CHAIN-LINK TEMPORARY CONSTRUCTION FENCING TO ENCLOSE AND SECURE THE PROJECT AREA LIMIT OF WORK. THE FENCING SHALL CONTAIN PEDESTRIAN AND/OR VEHICULAR ACCESS GATES AS NECESSARY AND SHALL BE MINIMUM 6 FEET HIGH WITH A TOP AND BOTTOM RAIL WITH KNUCKLED TOP AND BOTTOM SELVAGE (NO BARBED WIRE PERMITTED). ALL FENCE SHALL INCLUDE FULL HEIGHT SCREEN SHADE CLOTH COVERING. THE CONSTRUCTION FENCING WORK SHALL BE SUBJECT TO THE DISCRETION OF THE DISTRICT'S REPRESENTATIVE.
 - REFER TO SPECIFICATIONS FOR ADDITIONAL CLEARING, GRUBBING, AND OTHER PERTINENT INFORMATION.

DEMOLITION LEGEND	
SYM	DESCRIPTION
	LIMIT OF WORK
	TEMPORARY CONSTRUCTION FENCING
	SEDIMENT RETENTION FIBER ROLL
	CLEAR AND GRUB EXISTING VEGETATED AREA. EXISTING NATIVE MATERIAL TO BE CLEAR AND STRIPPED. BARK MULCH IN THIS AREA CAN BE SPREAD TO BEAR LOCATIONS WITHIN EXISTING PLANTING
	EXISTING ASPHALT PAVING, INCLUDING BASE MATERIAL AND HEADER BOARD, TO BE DEMOLISHED AND REMOVED.
	EXISTING CONCRETE PAVING, INCLUDING BASE MATERIAL, TO BE DEMOLISHED AND REMOVED.
	SAWCUT EXISTING ASPHALT PAVING

DEMOLITION ITEMS	
ITEMS TO BE DEMOLISHED AND/OR REMOVED	
①	EXISTING DRAINAGE STRUCTURE TO BE DEMOLISHED AND REMOVED. STORM DRAIN LINE SHALL BE CAPPED AND ABANDONED IN PLACE.
②	EXISTING WOODEN HANDRAIL SHALL BE DEMOLISHED AND REMOVED. CONTRACTOR TO FILL AND PATCH STUCCO. STUCCO TO MATCH EXISTING.

ITEMS TO BE PROTECTED OR RELOCATED	
A	EXISTING BUILDING SHALL REMAIN AND BE PROTECTED.
B	EXISTING CONCRETE PAVING SHALL REMAIN AND BE PROTECTED.
C	EXISTING PLANTING AREA INCLUDING ANY EXISTING IRRIGATION SHALL REMAIN AND BE PROTECTED. IRRIGATION SHALL BE ADJUSTED TO ENSURE EXISTING PLANTING IS WATERED AND NO OVER SPRAY ONTO NEW OR EXISTING HARDSCAPE IS SEEN.
D	EXISTING SHADE STRUCTURE, INCLUDING FOOTINGS, POST, AND DOWNSPOUTS, SHALL REMAIN AND BE PROTECTED.
E	EXISTING FENCING, INCLUDING FOOTINGS, SHALL REMAIN AND BE PROTECTED.
F	EXISTING WOODEN RETAINING WALL SHALL REMAIN AND BE PROTECTED.
G	EXISTING ASPHALT PAVING AND HEADER BOARD SHALL REMAIN AND BE PROTECTED.
H	EXISTING ELECTRICAL LINE AND BOX ATTACHED TO BUILDING SHALL REMAIN AND BE PROTECTED.
I	EXISTING ELECTRICAL LINE SHALL REMAIN AND BE PROTECTED.



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STAMP

CONSULTANT

SHEET TITLE

DEMOLITION PLAN

PROJECT NAME

OLD GALLINAS CHILDREN'S CENTER RAMP AND STAIRS PROJECT

PROJECT ADDRESS

**252 N SAN PEDRO RD
STE D, SAN RAFAEL
CA 94903**

SUBMITTAL	DATE
100% SUBMITTAL	01/24/25

NO.	REVISIONS	DATE
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PROJ. NO.	2419300		
SHEET NO.	L2.0		

OF 6 SHEETS

DEMOLITION PLAN

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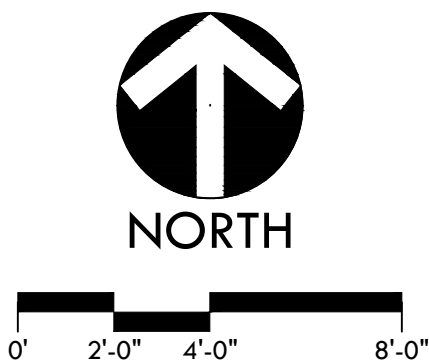


GRADING NOTES

- EXISTING GRADES ARE BASED ON INFORMATION PROVIDED BY: BKF ENGINEERS. CONTRACTOR SHALL VERIFY EXISTING GRADES FOR ACCURACY PRIOR TO THE START OF GRADING, NOTIFY THE DISTRICT'S REPRESENTATIVE IMMEDIATELY SHOULD CONFLICTS ARISE AND REDIRECT WORK TO AVOID DELAY.
- THE CONTRACTOR SHALL VERIFY THE LOCATIONS OF ALL EXISTING UTILITIES, STRUCTURES AND SERVICES BEFORE COMMENCING WORK. THE LOCATIONS OF UTILITIES, STRUCTURES AND SERVICES SHOWN IN THE CONTRACT DOCUMENTS SHALL BE DEEMED TO BE APPROXIMATIONS ONLY. ALL DISCREPANCIES BETWEEN WHAT IS SHOWN AND THE ACTUAL FIELD CONDITIONS SHALL BE REPORTED TO THE DISTRICT'S REPRESENTATIVE. THE CONTRACTOR SHALL CONTACT UNDER GROUND SERVICE ALERT (USA) AT (800) 227-2600 PRIOR TO ANY DEMOLITION OR EXCAVATION. UPON COMPLETION OF USA MARKING OPERATIONS, CONTRACTOR SHALL RECORD ALL UTILITY MARKINGS ON A SEPARATE SET OF DRAWINGS. THIS SET SHALL BE KEPT ON-SITE FOR REFERENCE FOR DURATION OF CONTRACT.
- PROPOSED GRADES SHALL MEET EXISTING GRADES WITH A SMOOTH AND CONTINUOUS TRANSITION SO AS TO AVOID TRAPPING WATER. CONTRACTOR SHALL NOTIFY DISTRICT'S REPRESENTATIVE IF PUDDLING IS SUSPECTED AND REDIRECT WORK SO AS TO AVOID DELAY WHILE AWAITING RESPONSE.
- ALL EXISTING DRAINAGE STRUCTURES, BOXES, UTILITY VAULTS ETC. SHALL BE BROUGHT TO FINAL FINISH GRADE PRIOR TO FINAL SURFACE TREATMENT.

GRADING LEGEND

SYM	DESCRIPTION
	PROPOSED CONTOUR
	PROPOSED FINISH SURFACE ELEVATION OF HARDSCAPE
	PROPOSED FINISH GRADE ELEVATION OF SOFTSCAPE
	TOP OF CURB
	BOTTOM OF CURB
	LIMIT OF GRADING, CONFORM TO EXISTING GRADES AT THIS LINE
	CONFORM TO EXISTING GRADE
	SLOPE VALUE AND DIRECTION
	GRADE BREAK
	EXISTING CONTOUR
	EXISTING ELEVATION
(E)	EXISTING ELEVATION




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CONSULTANT

SHEET TITLE

**GRADING
PLAN**

PROJECT NAME

**OLD GALLINAS
CHILDREN'S CENTER
RAMP AND STAIRS
PROJECT**

PROJECT ADDRESS

**252 N SAN PEDRO RD
STE D, SAN RAFAEL
CA 94903**

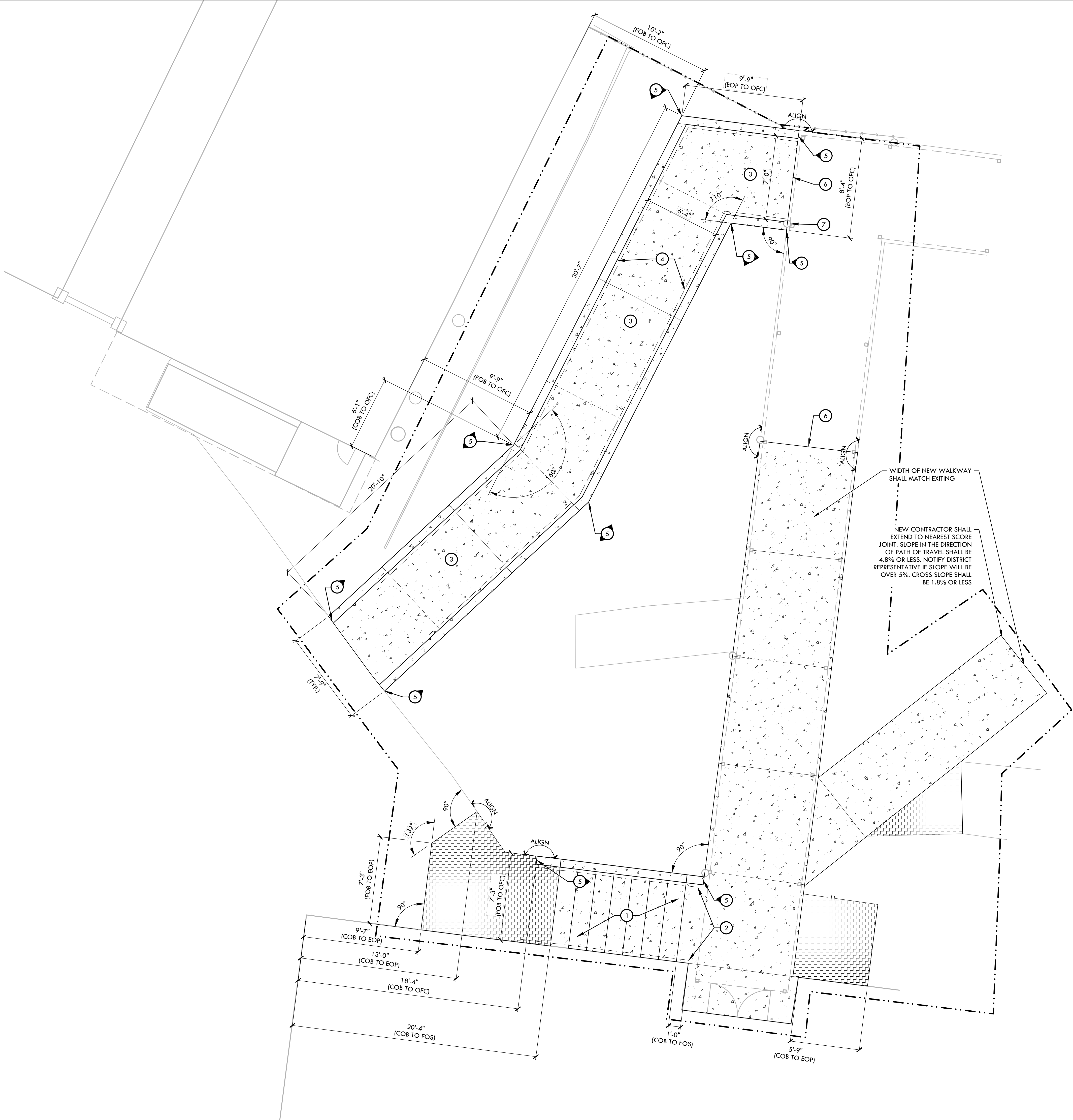
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100% SUBMITTAL	01/24/25

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PROJ. NO. 2419300	
SHEET NO. L3.0	OF 6 SHEETS

GRADING PLAN

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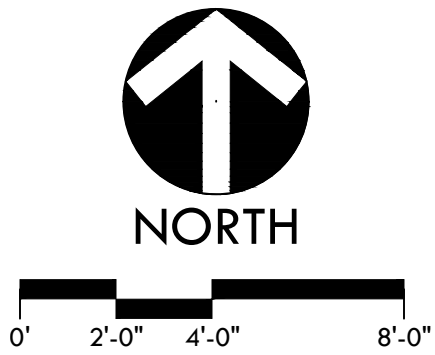


IMPROVEMENTS NOTES

1. THE CONTRACTOR SHALL COORDINATE ALL CONSTRUCTION ELEMENTS INCLUDING UTILITY LOCATIONS AND REQUIRED SLEEVING PRIOR TO INSTALLATION. VERIFY CRITICAL DIMENSIONS, REFERENCE POINT LOCATIONS AND CONSTRUCTION CONDITIONS PRIOR TO INITIATING CONSTRUCTION. TEMPORARY BENCHMARKS OR REFERENCE POINTS SHALL BE SET BY THE CONTRACTOR AS NECESSARY. NOTIFY THE DISTRICT'S REPRESENTATIVE IMMEDIATELY SHOULD DISCREPANCY ARISE AND REDIRECT WORK TO AVOID DELAYS.
2. ALL DIMENSIONS SHALL BE VERIFIED IN FIELD AND CHALKED, STRING LINED OR FLAGGED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. ANY MINOR ADJUSTMENTS MADE TO ACHIEVE OVERALL DESIGN LAYOUT SHALL BE ACCEPTED BY THE OWNER PRIOR TO CONSTRUCTION.
3. THE INTERFACE OF ALL PROPOSED IMPROVEMENTS TO EXISTING SITE SHALL CONFORM AND BE SMOOTH AND UNIFORM.
4. ALL REINFORCING AND FORMS SHALL BE SECURED IN PLACE AND ACCEPTED BY DISTRICT'S REPRESENTATIVE PRIOR TO PLACING ANY CONCRETE.
5. ASPHALT SHALL NOT BE INSTALLED UNTIL ALL EDGES AND SITE FURNISHING PADS ARE INSTALLED.

IMPROVEMENTS LEGEND

SYM	DESCRIPTION	DTL
	PROPOSED ANGLE BETWEEN ELEMENTS	
	ALIGN EDGES OF ELEMENTS	
(COB)	CORNER OF BUILDING	
(FOB)	FACE OF BUILDING	
(FOC)	FACE OF CURB	
(FOS)	FACE OF STEP	
(EOP)	EDGE OF PAVEMENT/ASPHALT	
	CONCRETE PAVING	
	ASPHALT PAVING	
	SCORE JOINT	
	EXPANSION JOINT	
	WOOD HEADER AT ASPHALT PAVING	
	STAIRS	
	STAIR HANDRAIL	
	RAMP	
	HANDRAIL - RAMP	
	8" WIDE TALL CURB	
	DOWEL JOINT - CONTRACTOR SHALL DOWEL INTO EXISTING CONCRETE AT 24" O.C.	
	CONTRACTOR SHALL ADJUST EXISTING DOWN SPOUT AS NEED FOR WATER TO FLOW INTO EXISTING PLANTING AND NOT BE IN CONFLICT WITH PROPOSED RAMP OR STAIRS.	




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SHEET TITLE

IMPROVEMENTS PLAN

PROJECT NAME

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PROJECT ADDRESS

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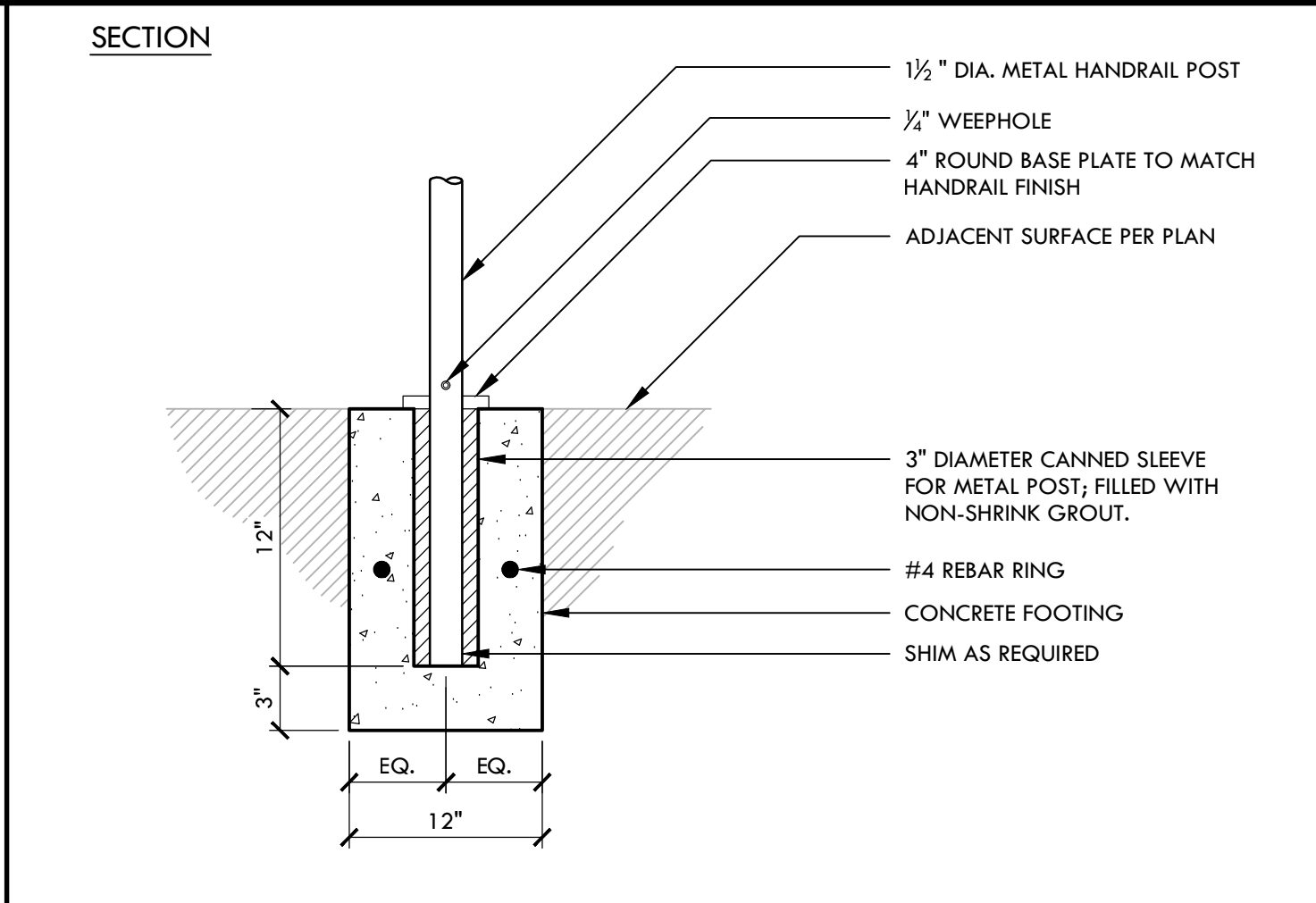
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IMPROVEMENTS PLAN

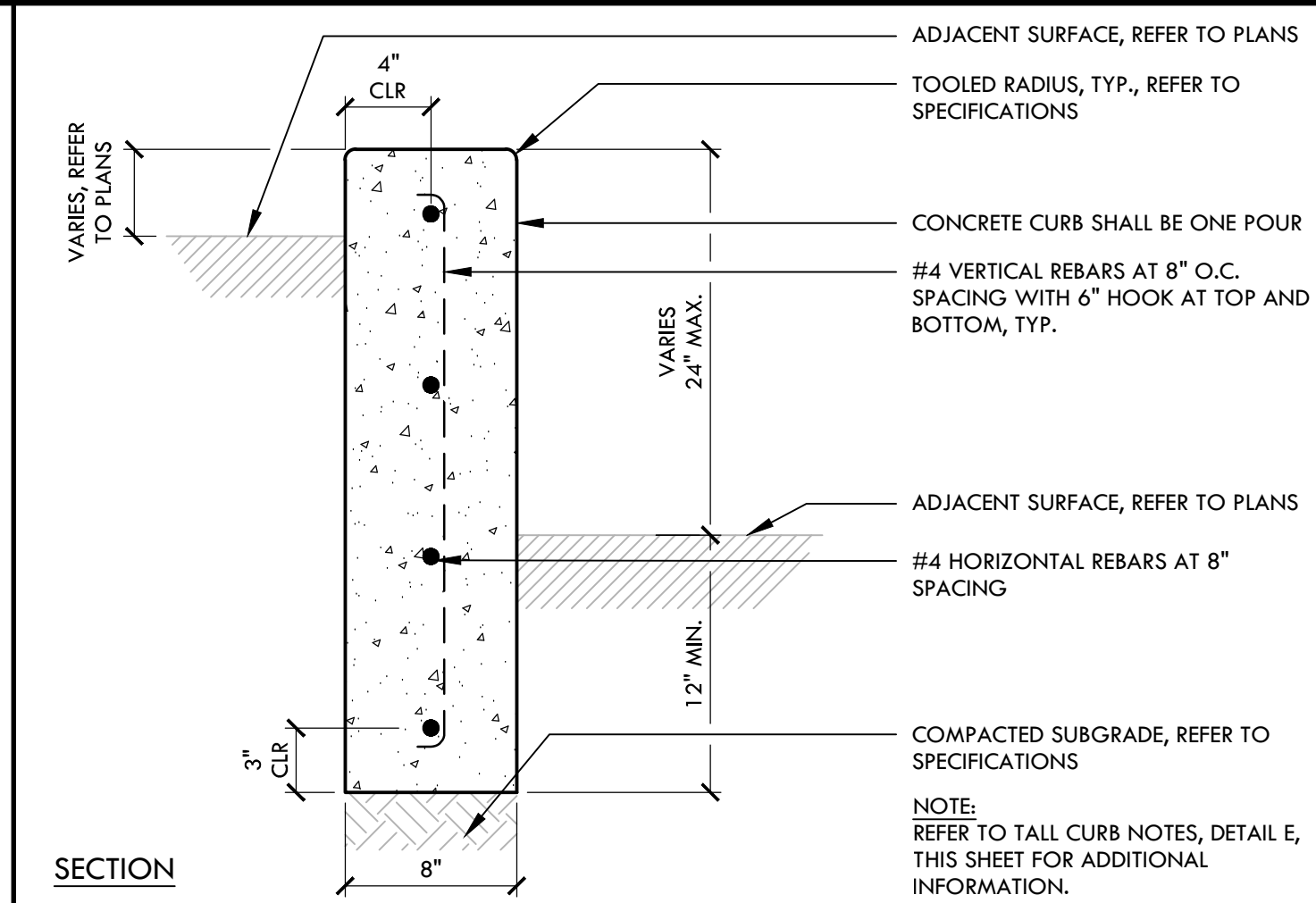
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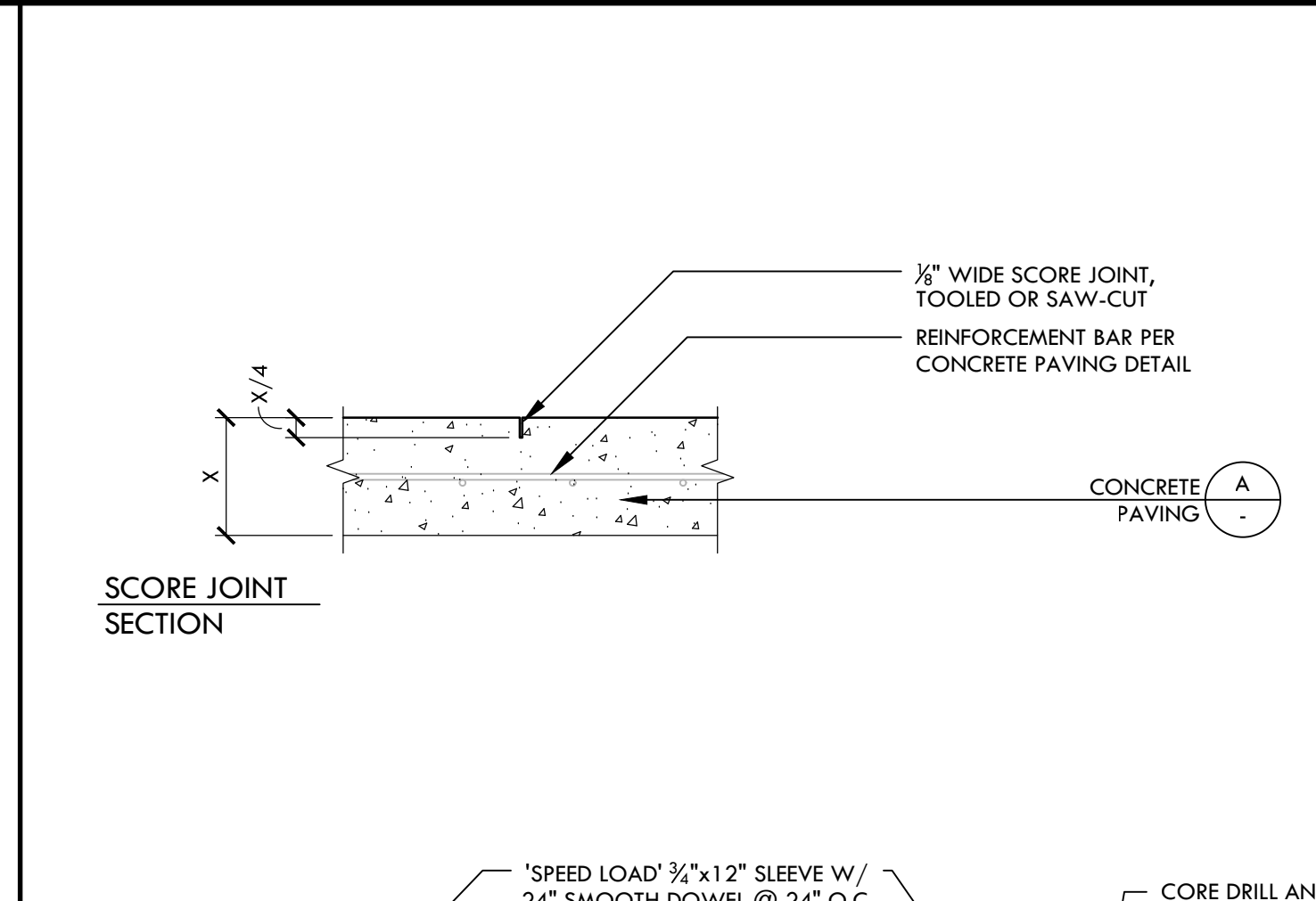
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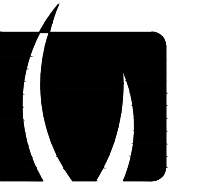
J RAILING FOOTING NTS




F 8" WIDE TALL CURB NTS



CONSTRUCTION JOINT AT NEW CONCRETE SECTION



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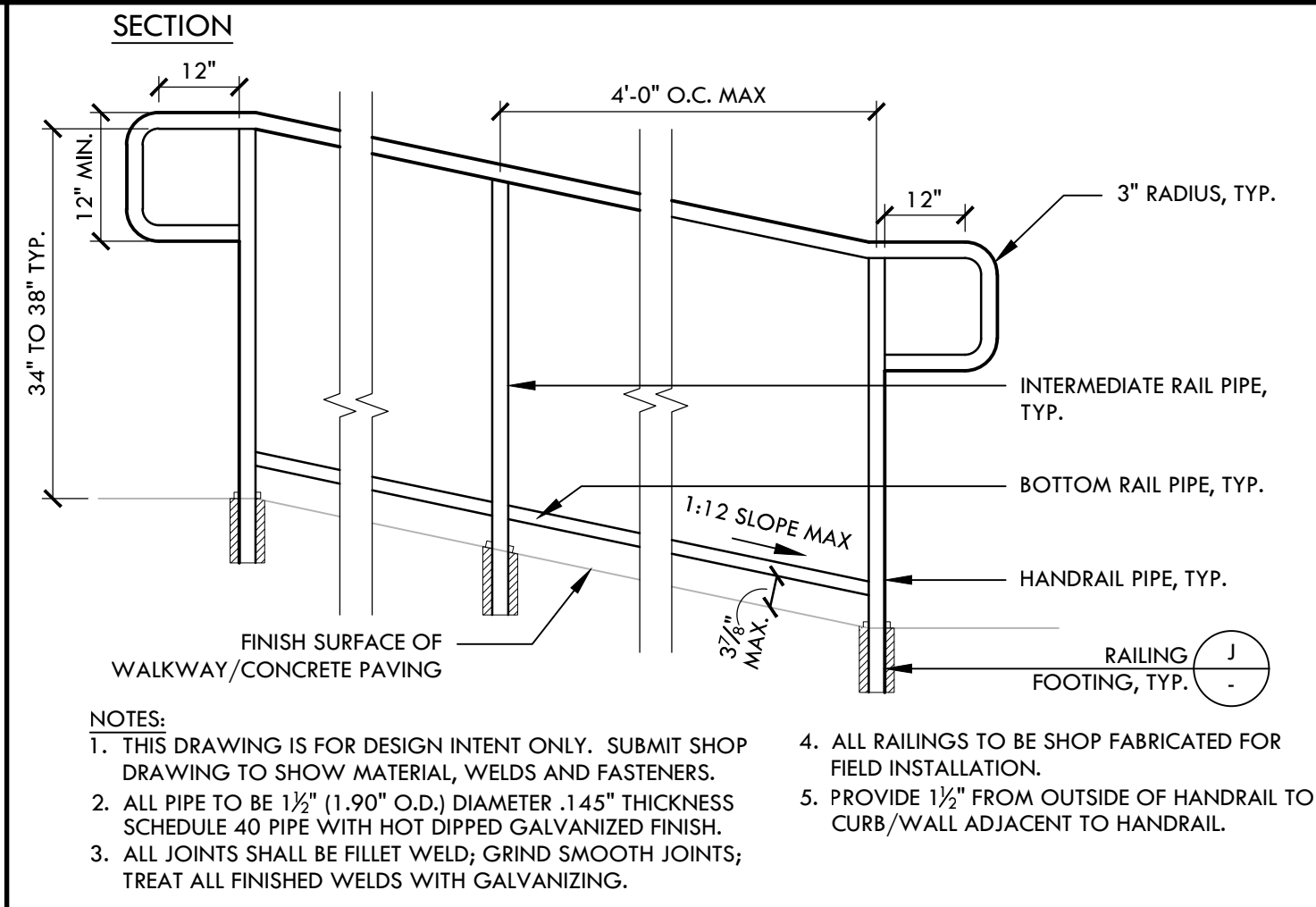


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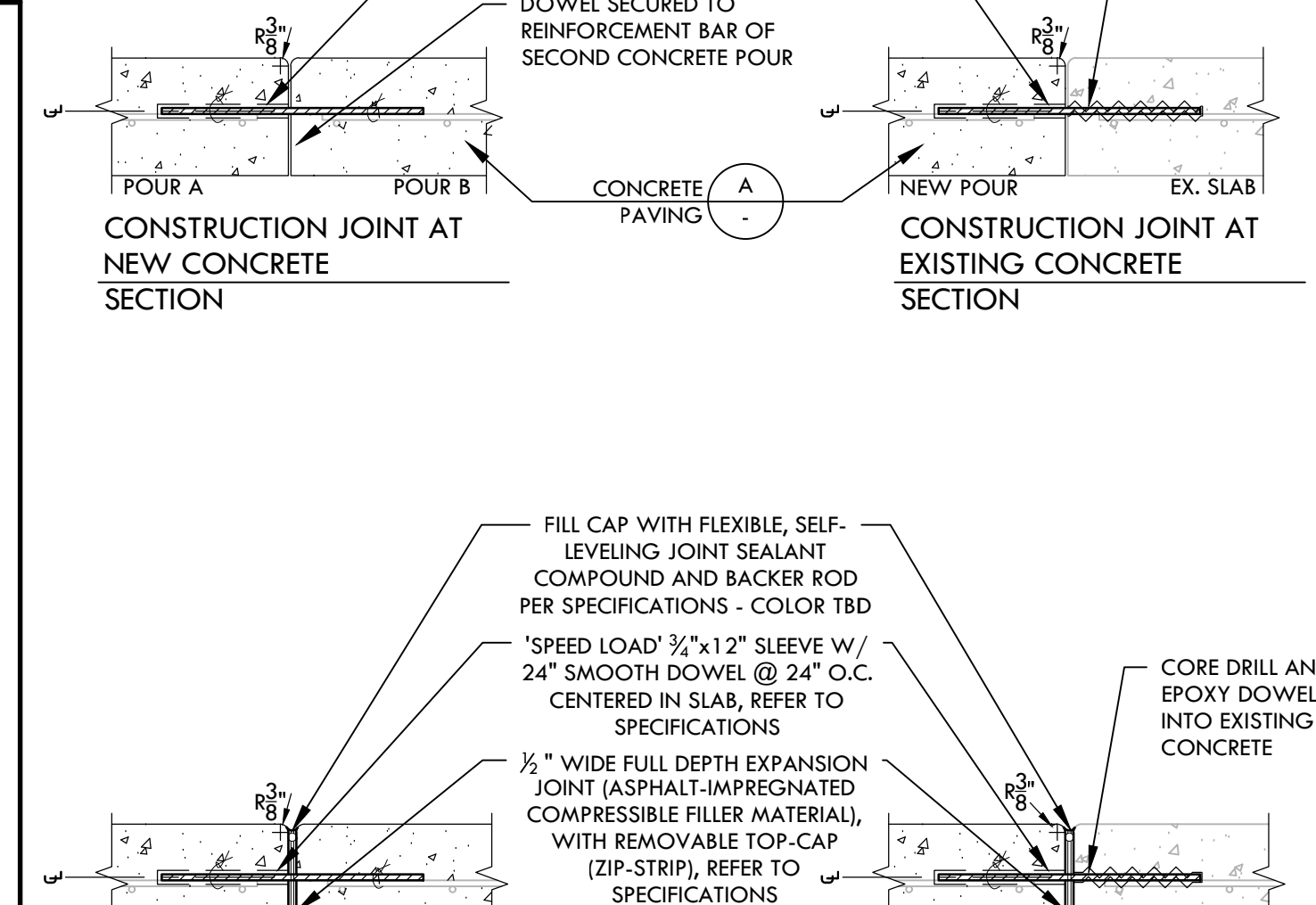
L



I HANDRAIL - RAMP NTS

- NOTES PERTAIN TO ALL TALL CURB DETAILS:
1. PROVIDE EXPANSION JOINTS AT FENCE POST LOCATIONS AT 10' O.C. MAX. SPACING, CENTERED ON EACH FENCE POST.
 2. PROVIDE EXPANSION JOINTS AT EACH LOCATION WHERE AN ELEVATION STEP OCCURS BETWEEN CHANGING CURB/EDGE BAND TYPES.
 3. AT EXPANSION JOINTS, PROVIDE A 24" LONG #4 DOWEL AT EACH CURB HORIZONTAL REBAR, CENTERED ON THE JOINT, AS PER DETAIL.
 4. EXPANSION JOINTS SHALL BE INSTALLED WITH A 3/4" CHAMFER BUILT INTO THE FORM WORK, IN ADDITION TO THE FIBER EXPANSION JOINT MATERIAL.
 5. PROVIDE A CONTROL JOINT AT EACH FENCE POST WHERE APPLICABLE. THE VERTICAL AND HORIZONTAL JOINT SHALL BE A 3/4" CHAMFER BUILT INTO THE FORM WORK.
 6. ALL EXPANSION JOINTS SHALL BE SEALED PER SPECIFICATION.
 7. NO SCORE JOINTS ARE REQUIRED ON TALL CURBS.
- FINISHES:
EDGE BANDS AND CURBS: MEDIUM BROOM
WALL AND TALL CURBS: MEDIUM SAND BLAST - TOP AND SIDES

E TALL CURB NOTES NTS



CONSTRUCTION JOINT AT EXISTING CONCRETE SECTION

PROJECT NAME

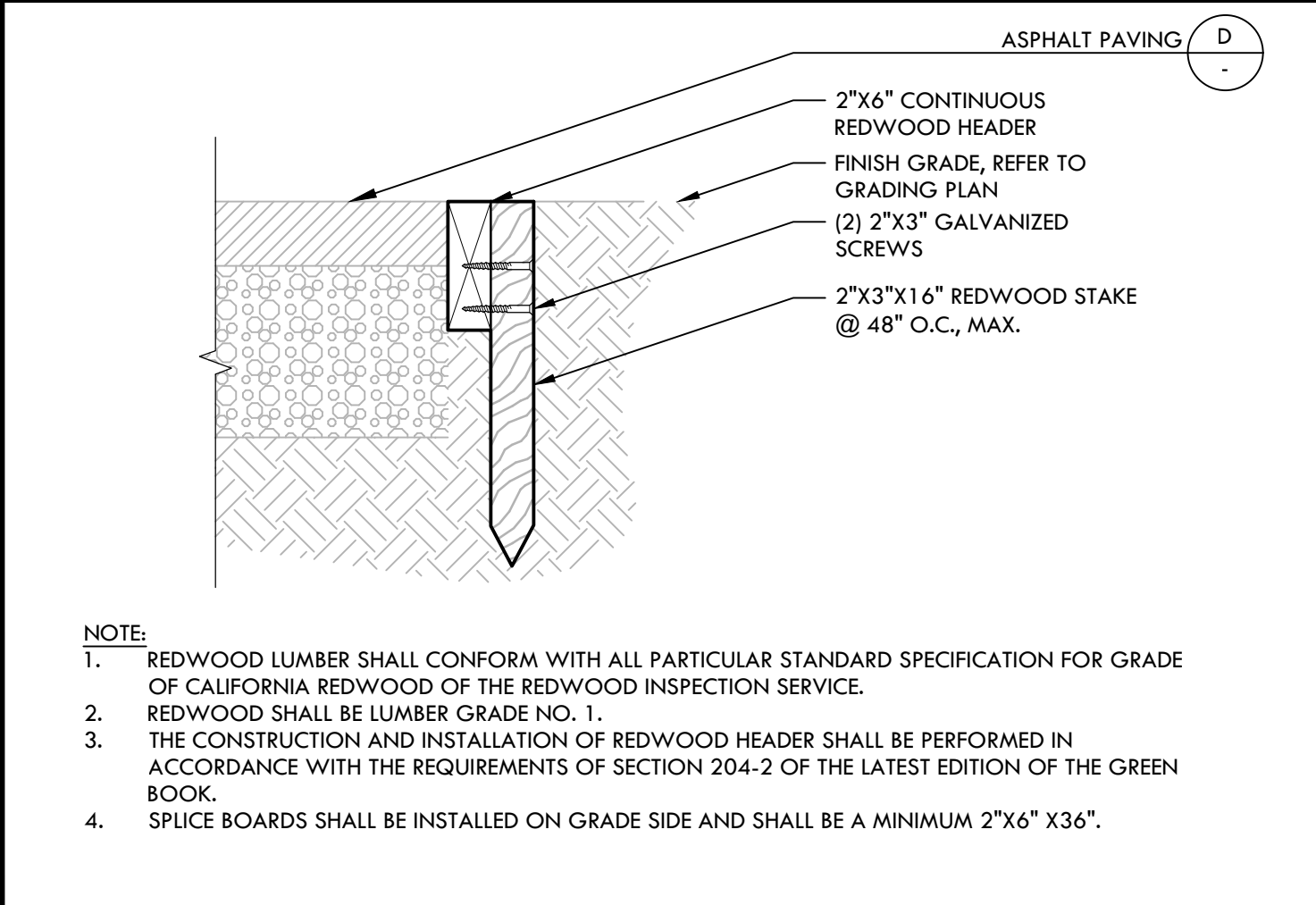
**OLD GALLINAS
CHILDREN'S CENTER
RAMP AND STAIRS
PROJECT**

PROJECT ADDRESS

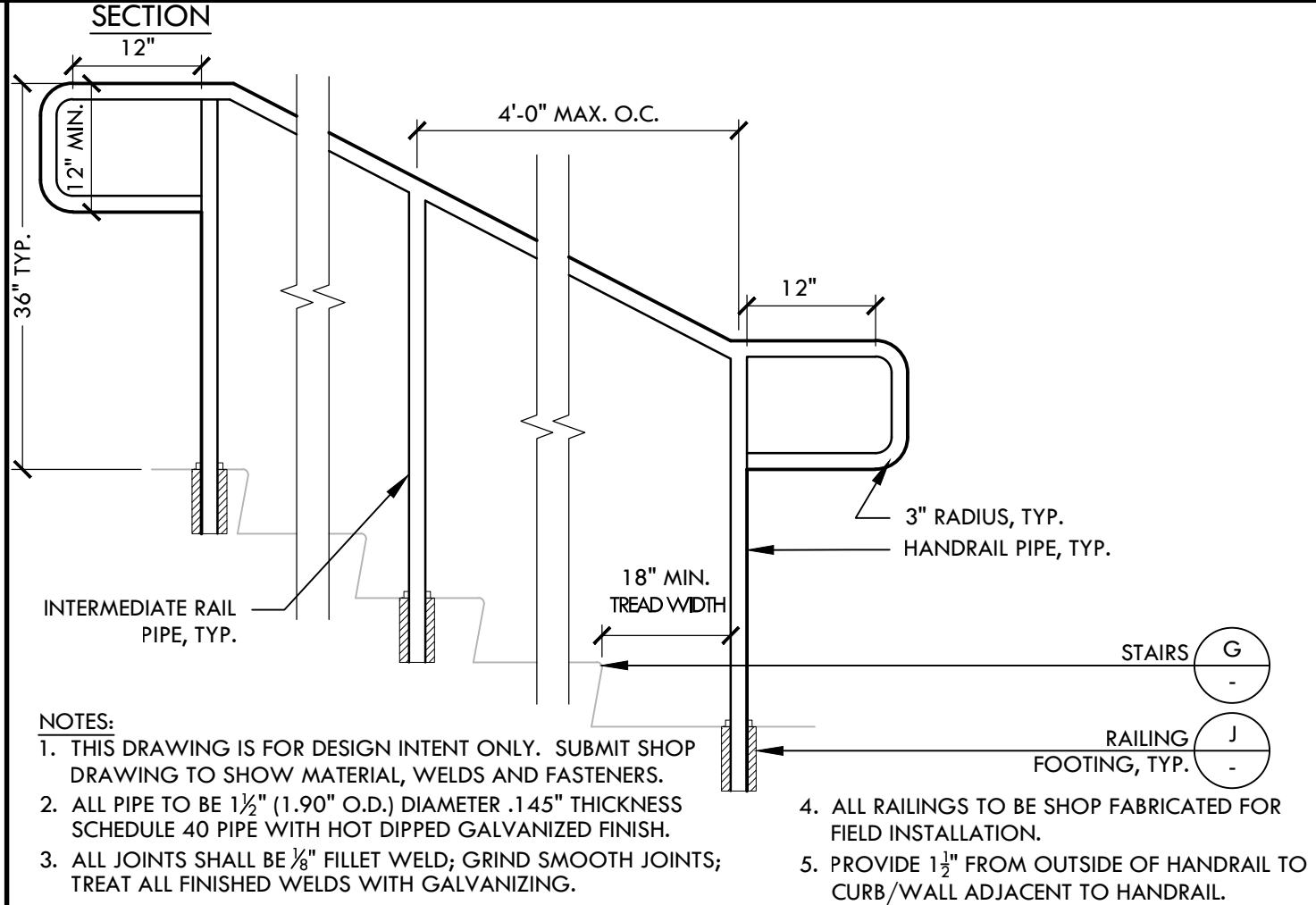
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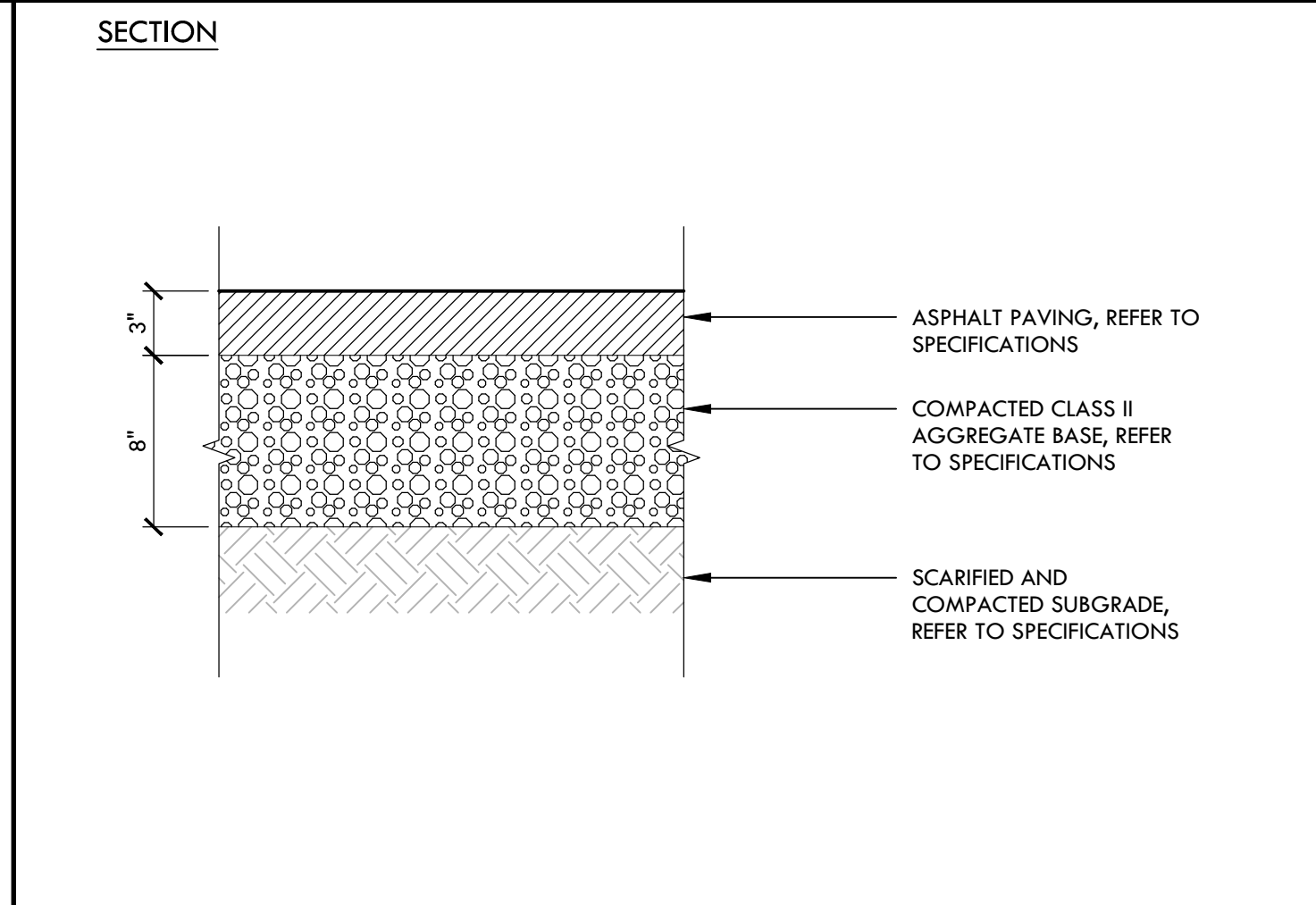
**CONSTRUCTION
DETAILS**



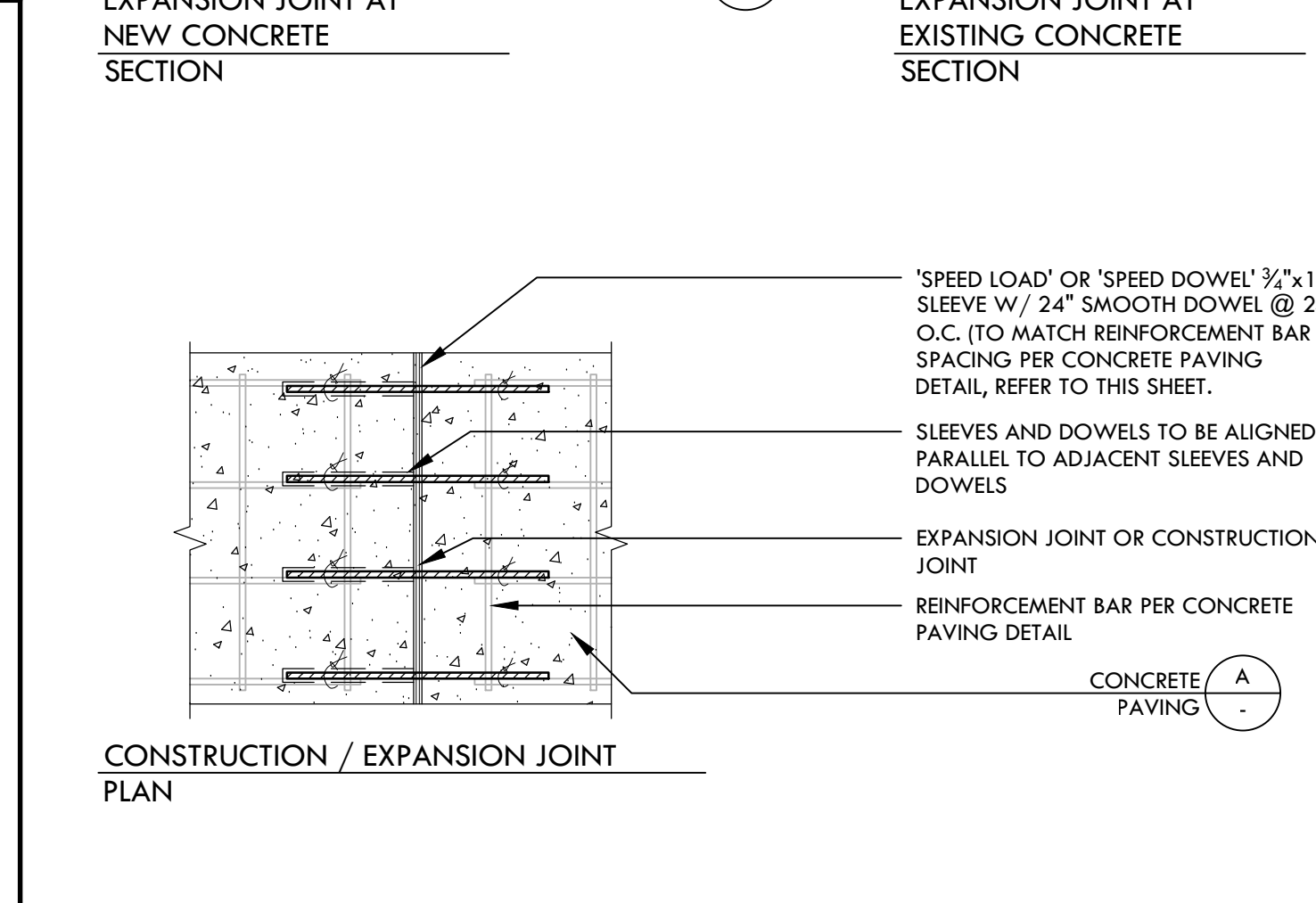
K WOOD HEADER AT ASPHALT PAVING NTS



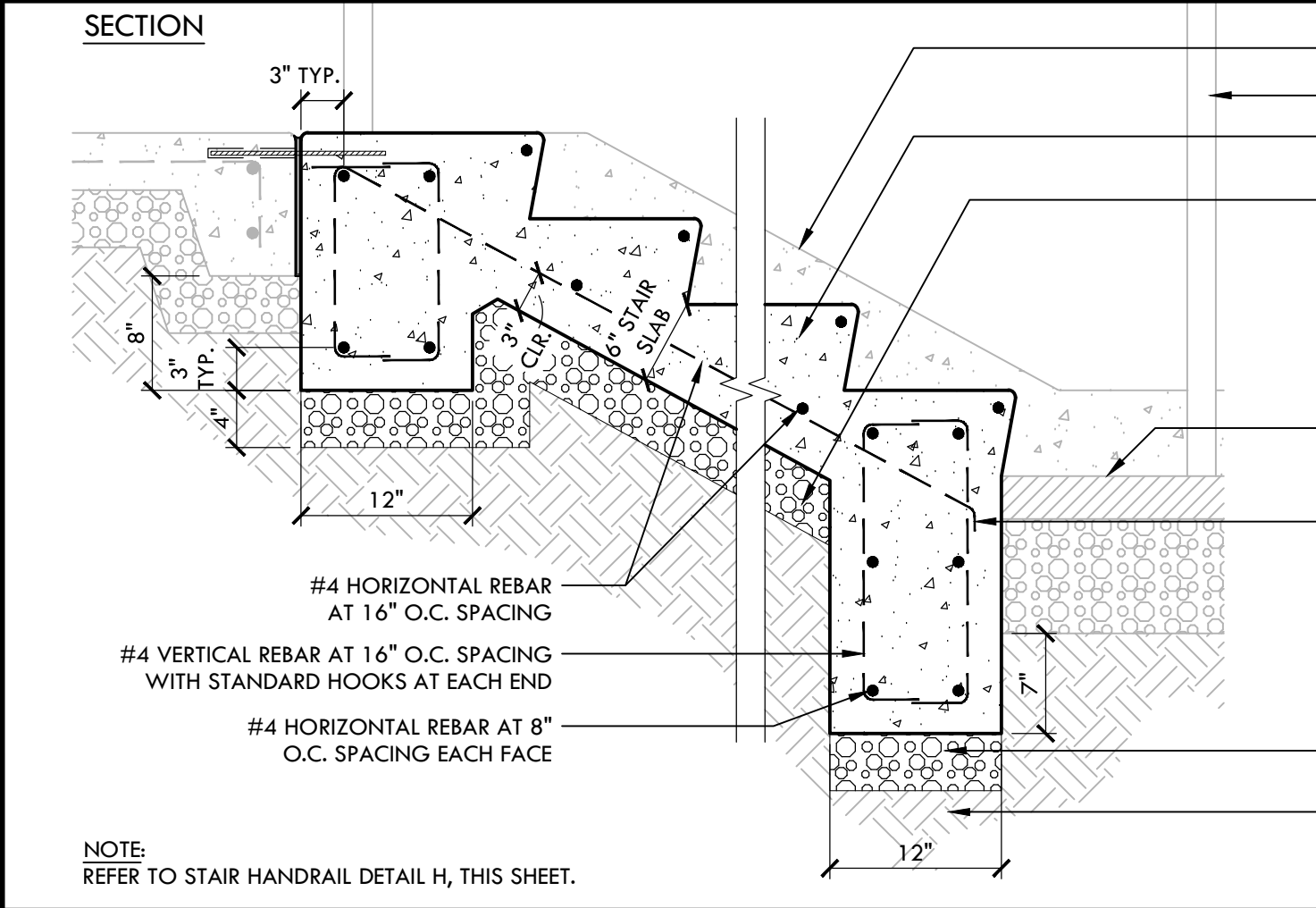
H STAIR HANDRAIL NTS



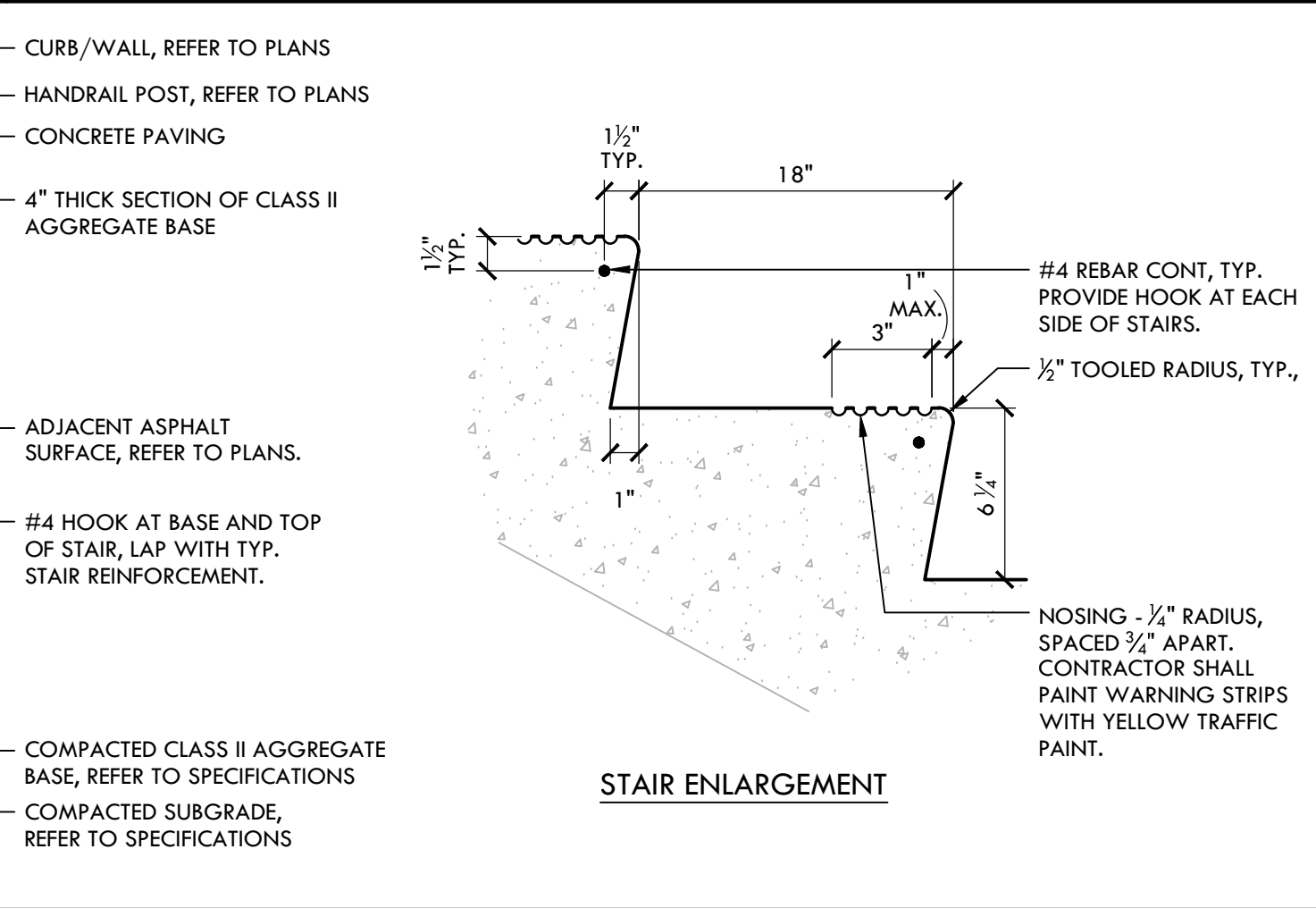
D ASPHALT PAVING NTS



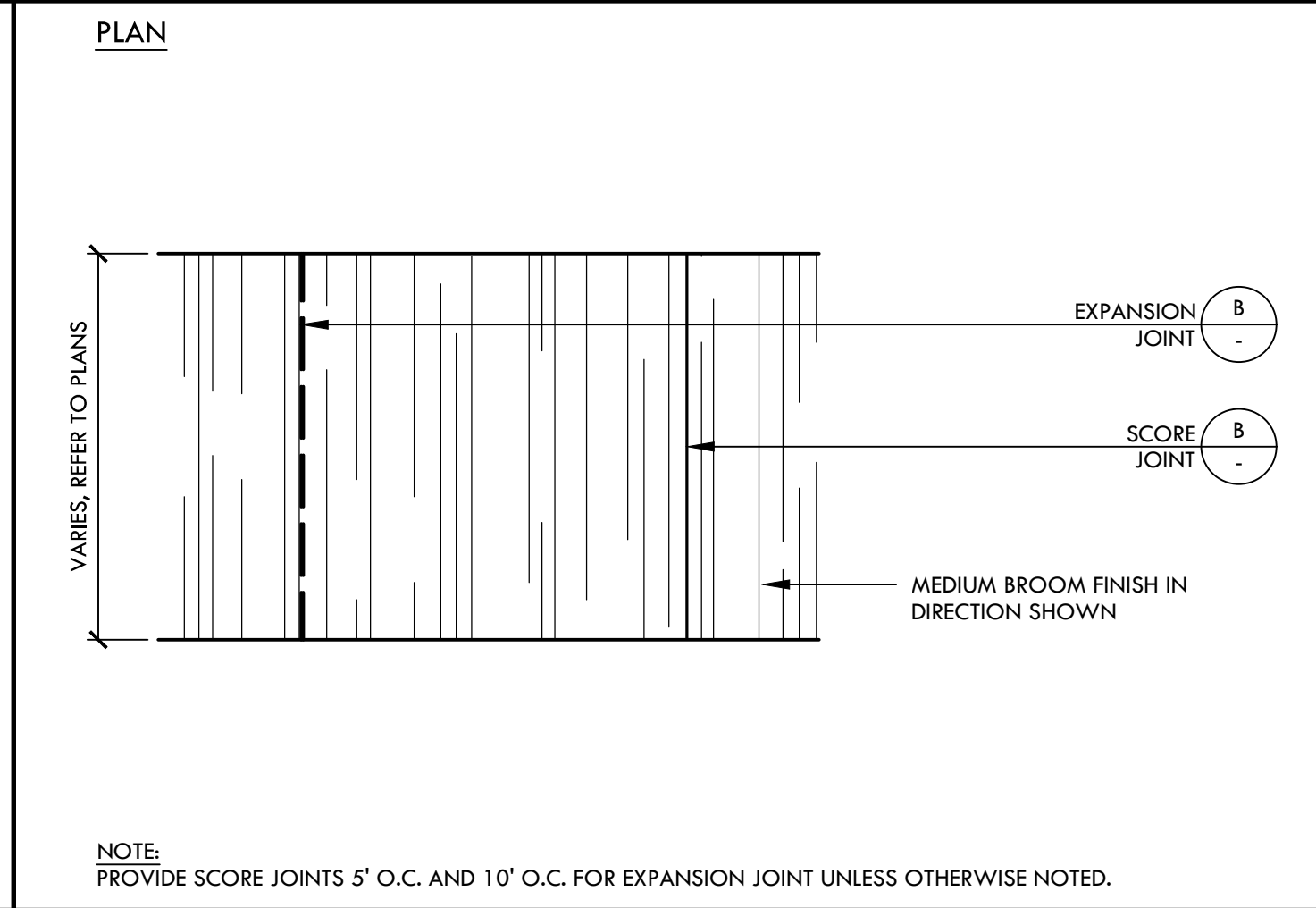
B CONCRETE JOINTS NTS



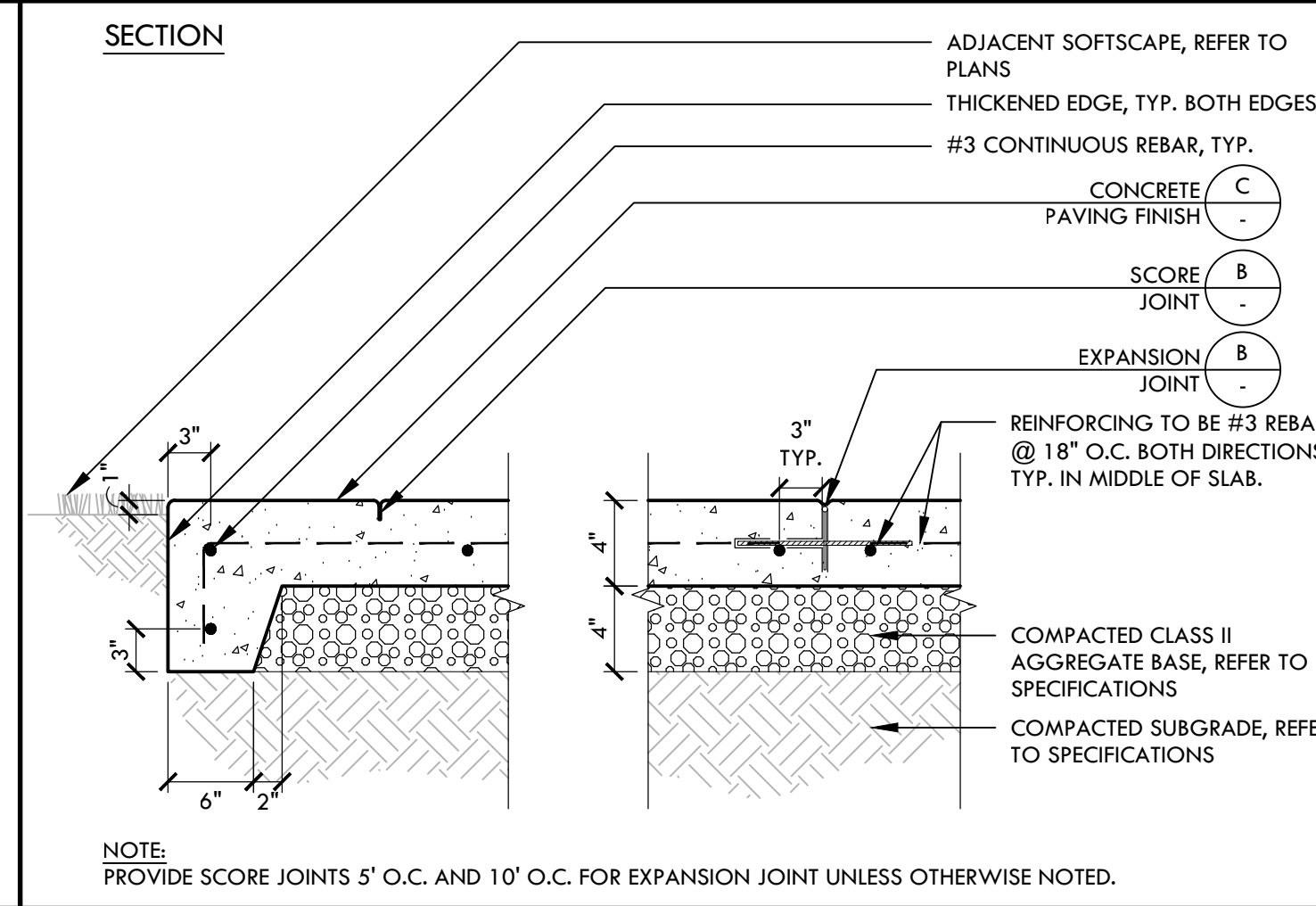
G STAIRS NTS



H STAIR HANDRAIL NTS



C CONCRETE PAVING FINISH NTS



A CONCRETE PAVING NTS

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