



**UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING  
INFORMAL BIDDING  
(PROJECT VALUE \$60,001 to \$200,000)**

**BIDDING AND CONTRACT DOCUMENTS**

**DUDLEY ELEMENTARY SCHOOL  
8000 Aztec Way  
Antelope, CA 95843**

**RESURFACE/STRIPE HARDCOURT PROJECT  
Bid No. 24-06**

**April 15, 2024**

**Center Joint Unified School District  
8408 Watt Avenue  
Antelope, CA 95843**

## TABLE OF CONTENTS

NOTICE CALLING FOR BIDS.....	3
INSTRUCTIONS FOR BIDDERS.....	6
BID PROPOSAL.....	9
NON-COLLUSION DECLARATION.....	12
DESIGNATION OF SUBCONTRACTORS .....	13
SITE-VISIT CERTIFICATION .....	15
CONTRACT FOR LABOR AND MATERIALS.....	16
TERMS AND CONDITIONS OF CONTRACT FOR LABOR AND MATERIALS.....	19
SPECIAL CONDITIONS .....	26
PAYMENT BOND.....	27
PERFORMANCE BOND.....	30
CERTIFICATE OF WORKERS' COMPENSATION INSURANCE .....	34
DRUG-FREE WORKPLACE CERTIFICATION.....	35
GUARANTEE .....	36
CONTRACTOR CERTIFICATION REGARDING BACKGROUND CHECKS.....	37
ATTACHMENT 1 - TECHNICAL SPECIFICATIONS & DRAWINGS .....	39

### **TECHNICAL SPECIFICAITONS**

<b><u>SECTION</u></b>	<b><u>DESCRIPTION</u></b>
01 21 00	Cash Allowances
01 31 19	Project Meetings & Procedures
01 35 76	Alteration Project Procedures
01 45 00	Quality Control
01 50 00	Temporary Facilities and Controls
01 73 29	Cutting and Patching
01 74 23	Final Cleaning
31 12 00	Asphalt Paving

<b><u>DRAWINGS</u></b>	Dudley ES Hardcourt Site Plan
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**NOTICE CALLING FOR BIDS****TO ALL QUALIFIED BIDDERS FOR: C-32 Resurface/Stripe Hardcourt**

DISTRICT	CENTER JOINT UNIFIED SCHOOL DISTRICT ("DISTRICT")
PROJECT DESCRIPTION	Dudley Elementary School – Resurface/Stripe Hardcourt Project Bid No. 24-06
JOB WALK	<b>Mandatory Job Walk on:</b> <b>Wednesday, April 17, 2024</b> , beginning promptly at <b>4:00pm</b> Location: <b>Meet at front of the school</b>
PRE-BID INQUIRIES	Submit no later than: 12:00 PM, Friday, April 19, 2024
PRE-BID RESPONSES/ADDENDUMS	Monday, April 22, 2024
<b>DEADLINE TIME/DATE FOR SUBMISSION OF BID PROPOSALS</b>	<b>2:00:00 PM</b> <b>Thursday, April 25, 2024</b>
LOCATION FOR RECEIPT OF BID	<b>CJUSD Facilities Office – 8408 Watt Avenue, Antelope, CA 95843</b>
LOCATION FOR OBTAINING BID AND CONTRACT DOCUMENTS	District Website - <a href="https://www.centerusd.org/About-Us/General-information/Request-For-Proposal/index.html">https://www.centerusd.org/About-Us/General-information/Request-For-Proposal/index.html</a>

NOTICE IS HEREBY GIVEN that pursuant to the Informal Bidding Procedures pursuant to the California Uniform Public Construction Cost Accounting Act (CUPCCAA) Public Contract Code §22000 *et seq.*, the District, acting by and through its Board of Education, will receive up to, but not later than the above-stated date and time, Bid Proposals for the Contract for the Work generally described as:

**Dudley Elementary School****Resurface/Stripe Hardcourt Project Bid #24-06**

1. Qualified Bidders. The District will consider a Bid Proposals only if submitted by a Bidder who is on the District's Informal Bidding Qualified Bidders List for the Contractors' License classification set forth above ("Qualified Bidder") at the time of submitting the Bid Proposal. A Bid Proposal submitted by a Bidder who is not a Qualified Bidder will be rejected for non-responsiveness. To review the current list of Qualified Bidders and/or to be added to the List, complete the "Notice Inviting Interested Contractors" form which can be downloaded from the District website <https://www.centerusd.org/About-Us/General-information/Request-For-Proposal/index.html> or request a form via email to [centerjUSDprequal@capitalpm.com](mailto:centerjUSDprequal@capitalpm.com).
2. Submittal of Bid Proposals. All Bid Proposals shall be submitted on forms furnished by the District. Bids must be submitted in a sealed envelope, bearing on the outside, the bidder's name, address, telephone number, and California Contractor's License number, and the name of the Project for which the bid is submitted. Bid Proposals must conform with, and be responsive to, the Bid and Contract Documents, copies of which may be obtained from the District as set forth above. Only Bid Proposals submitted to the District at or prior to the date and time set forth above shall be considered.

3. Project Information; Bid and Contract Documents. The Bid and Contract Documents and additional Project information are available online on the District's webpage <https://www.centerusd.org/About-Us/General-information/Request-For-Proposal/index.html>. Any and all Project Addenda will be posted on the District webpage. It shall be Bidder's sole responsibility to conduct periodic checks of the District webpage to identify and download any Project Addenda. Incomplete, inaccurate, or untrue responses or information provided therein by a bidder shall be grounds for the District to reject such submissions for non-responsiveness.
4. Documents Accompanying Bid Proposal. The following must be submitted with the Bid Proposal:
- Bid Proposal
  - Non-Collusion Declaration
  - Designation of Subcontractors Form
  - Site Visit Certification

**All of the above must be in the form and content included with the Contract Documents.**

5. Prevailing Wage Rates. Pursuant to California Labor Code §1773, the Department of Industrial Relations has determined the generally prevailing rates of wages in the locality in which the Work is to be performed. These determinations, entitled "PREVAILING WAGE SCALE" may be viewed and obtained by accessing the Division of Labor Standards Enforcement databases at <http://www.dir.ca.gov/diratabases.html>. The Contractor awarded the Contract for the Work shall post a copy of all applicable prevailing wage rates for the Work at conspicuous locations at the Site of the Work. The Contractor and all Subcontractors performing any portion of the Work shall pay not less than the applicable prevailing wage rate for the classification of labor provide by their respective workers in prosecution and execution of the Work. During the Work and pursuant to Labor Code §1771.4(a)(4), the Department of Industrial Relations shall monitor compliance with prevailing wage rate requirements and enforce the Contractor's prevailing wage rate obligations.
6. Contractors' License Classification. Pursuant to California Public Contract Code §3300, the District requires that Bidders possess the following classification(s) of California Contractors License at the time of submission of the Bid Proposal: **C-32 Parking and Highway Improvement**. Any Bidder not so duly and properly licensed shall be subject to all penalties imposed by law. No payment shall be made for work, labor, materials or services provided under the Contract for the Work unless the Bidder awarded the Contract is properly and duly licensed to perform the Work at all times.
7. Pre-Bid Inquiries. Bidders may submit and are solely and exclusively responsible for submitting pre-bid inquiries or clarification requests before the latest date for submittal of pre-bid inquiries as referenced in the Notice to Bidders. Pre-bid inquiries or clarification requests shall be submitted in writing to the Owner's Representative Sharon Thomas (SharonT@capitalpm.com) not less than six days prior to bid opening. The email subject line should include "Dudley ES Hardcourt Project 24-06". A written response to timely pre-bid clarifications requests which materially affects the Bidders' price will be made by addendum issued by the District not less than seventy-two (72) hours prior to bid opening. Failure to request interpretation or clarification of any portion of the Contract Documents pursuant to the foregoing is a waiver of any discrepancy, defect or conflict therein. Inquiries within the time stated above will not be accepted.
8. No Withdrawal of Bid Proposals. Any Bid Proposal may be withdrawn, either personally or by written request, at any time prior to the scheduled closing time for receipts of Bid Proposals. The bid security

for a bid withdrawn prior to the scheduled closing time for receipt of bids, in accordance with this paragraph, shall be returned. Bid Proposals shall not be withdrawn by any Bidder for a period of sixty (60) days after the opening of Bid Proposals. During this time, all Bidders shall guarantee prices quoted in their respective Bid Proposals.

9. Job-Walk. Job Walk requirements are set forth above. If the Job Walk is mandatory, the Bid Proposal submitted by a Bidder whose representative(s) did not attend the entirety of the Mandatory Job Walk will be rejected by the District as being non-responsive.
10. Alternates. Not Used.
11. Award of Contract. The Contract will be awarded to the lowest responsive responsible bidder by action of the governing Board. The District reserves the right to reject any or all Bid Proposals or to waive any irregularities or informalities in any Bid Proposal or in the bidding.

**[END OF SECTION]**

## INSTRUCTIONS FOR BIDDERS

Preparation and Submittal of Bid Proposal. All information required by the bid forms must be completely and accurately provided. Numbers shall be stated in both words and figures where so indicated in the bid forms; conflicts between a number stated in words and in figures are governed by the words. Partially completed Bid Proposals or Bid Proposals submitted on forms not issued by the District are non-responsive and will be rejected. The District will include **\$10,000** in an allowance to cover any unforeseen conditions. Bidder's **total bid** shall include contractor's base bid plus District allowance.

1. Documents Accompanying Bid Proposal; Signatures. Any document submitted with a Bid Proposal which is not complete, accurate and executed, as required by each document, will result in the Bid Proposal being deemed non-responsive.
2. Modifications. Changes to the bid forms which are not specifically called for or permitted may result in the District's rejection of the Bid Proposal as being non-responsive. Bid Proposals must not contain any erasures, interlineations or other corrections unless the same are suitably authenticated by affixing in the margin immediately opposite such erasure, interlineation or correction the surname(s) of the person(s) signing the Bid Proposal. Any Bid Proposal not conforming to the foregoing may be deemed by the District to be non-responsive. If any Bid Proposal or portions thereof, is determined by the District to be illegible, ambiguous or inconsistent, whether by virtue of any erasures, interlineations, corrections or otherwise, the District may reject such a Bid Proposal as being non-responsive.
3. Examination of Site and Contract Documents. Each Bidder shall at its sole cost and expense inspect the Site to become fully acquainted with conditions affecting the Work and carefully review the Contract Documents; submission of a Bid Proposal is prima facie evidence of such action by the Bidder. The failure of a Bidder to receive or examine any of the Contract Documents or to inspect the Site shall not relieve such Bidder from any obligation under the Contract Documents.
4. District's Right to Modify Contract Documents. The District may modify the Work, the Contract Documents, or any portion(s) thereof by the issuance of written addenda issued to all Bidders issued a set of Contract Documents. ***Bidders are solely responsible for reviewing and confirming all addenda issued by the District. If the District issues any addenda during the bidding, the failure of any Bidder to acknowledge such addenda in its Bid Proposal may render the Bid Proposal non-responsive and rejected.***
5. Non-Collusion Declaration. No person or entity shall submit or be interested in more than one Bid Proposal for the Work; provided, however, that a person or entity that has submitted a sub-proposal to a Bidder or who has quoted prices for materials to a Bidder is not thereby disqualified from submitting a subproposal, quoting prices to other Bidders or submitting a Bid Proposal for the Work. The form of Non-Collusion Declaration included in the Contract Documents must be completed and duly executed on behalf of the Bidder; failure of a Bidder to submit a completed and executed Non-Collusion Declaration with its Bid Proposal will render the Bid Proposal non-responsive.
6. Qualifications Statement. Not Used.

7. Subcontractors. Each Bidder shall submit identify its proposed Subcontractors whose work is valued at one-half of one percent (.05%) or more of the Bid Proposal amount on the form of Subcontractors List for the Work. All Bidders are encouraged to disseminate all of the Contract Documents to all persons or entities submitting sub-bids to the Bidder. Pursuant to Labor Code section 1725.5, all subcontractors (of any tier) performing work on this Project must be properly registered with Department of Industrial Relations.
9. Award of Contract. The Contract for the Work, if awarded, will be to the responsible Bidder submitting the lowest priced responsive Bid Proposal. The District's Board of Education will take action to award the Contract. Bidders will be notified in writing of the Bidder to whom the District has awarded the Contract.
10. Bid Protests. Any bid protest shall be filed in writing with the District's Director of Facilities not more than three (3) business days after the date of the bid opening. An e-mail address shall be provided and by filing the protest, protesting bidder consents to receipt of e-mail notices for purposes of the protest and protest related questions and protest appeal, if applicable. The protest shall specify the reasons and facts upon which the protest is based.
  - 10.1. Resolution of Bid Protest. Once the bid protest is received, the apparent lowest responsible bidder will be notified of the protest and the evidence presented. If appropriate, the apparent low bidder will be given an opportunity to rebut the evidence and present evidence that the apparent low bidder should be allowed to perform the work. If deemed appropriate by the District, an informal hearing will be held. District will issue a written decision within fifteen (15) calendar days of receipt of the protest, unless factors beyond the District's reasonable control prevent such resolution. The decision on the bid protest will be copied to all parties involved in the protest.
  - 10.2. Appeal. If the protesting bidder or the apparent low bidder is not satisfied with the decision, the matter may be appealed to the Districts' Superintendent or his or her designee, within three (3) business days after receipt of the District's written decision on the bid protest. The appeal must be in writing and sent via overnight registered mail with all accompanying information relied upon for the appeal and an e-mail address from which questions and responses may be provided.
  - 10.3. Appeal Review. The Superintendent or his or her designee shall review the decision on the bid protest from the Director of Facilities and issue a written response to the appeal, or if appropriate, appoint a Hearing Office to conduct a hearing and issue a written decision. The written decision of the Superintendent or the Hearing Officer shall be rendered within fifteen (15) calendar days and shall state the basis for the decision. The decision concerning the appeal will be final and not subject to any further appeals.
  - 10.4. Reservation of Rights to Proceed with Project Pending Appeal. The District reserves the right to proceed to award the Contract for the Project and commence construction pending an appeal. If there is State funding or a critical completion deadline, the District may choose to shorten the time limits set forth in this Section due to the urgency of proceeding with work if written notice is provided to the protesting party. E-mailed notice with a written confirmation sent by first class mail shall be sufficient to constitute written notice. If there is no written response to a written notice shortening time, the District may proceed with the award of the Contract.

- 10.5. Finality. Failure to comply with this bid protest procedure shall constitute a waiver of the right to protest and shall constitute a failure to exhaust the protesting Bidder's administrative remedies.
11. CUPCCAA. This Project is being let in accordance with the California Uniform Public Construction Cost Accounting ("CUPCCAA") set forth in Public Contract Code section 22000 *et seq.* Bidders shall comply with any requirements set forth in the CUPCCAA including all guidelines and requirements in the current California Uniform Public Construction Cost Accounting Commission Cost Accounting Policies and Procedures Manual.

**[END OF SECTION]**



**BID PROPOSAL**

**PROJECT: Dudley Elementary School – Resurface/Stripe Hardcourt Project**  
**BID #24-06**

Bidder Name	_____	
Bidder Representative(s)	_____ Name and Title _____ Name and Title	
Bidder Representative(s) Contact Information	Email _____ _____ _____	(____) _____ Telephone (____) _____ Fax
Bidder Mailing Address	_____ Address _____ City/State/Zip Code	
California Contractors' License	_____ Number _____ Classification and Expiration Date	
DIR Registration #	# _____ Expiration Date: _____	

1. Bid Proposal.

- 1.1. Bid Proposal Amount. The undersigned Bidder proposes to furnish all labor, materials, tools, equipment and services necessary to complete in accordance with the Contract Documents for the Work for the sum of in words and numbers:

**Resurface/Stripe Hardcourt**

_____ Dollars	\$ _____
CONTRACTORS BASE BID (Words)	(Numbers)

DISTRICT ALLOWANCE	\$ 10,000.00
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_____ Dollars	\$ _____
CONTRACTORS BASE BID PLUS DISTRICT ALLOWANCE	(Numbers)
TOTAL BID (Words)	

The Bidder confirms that it has checked all of the above figures and understands that neither the District nor any of its agents, employees or representatives shall be responsible for any errors or omissions in this Bid Proposal.

- 1.1. Acknowledgment of Bid Addenda. The Bidder confirms that this Bid Proposal incorporates and is inclusive of, all items or other matters contained in Bid Addenda, if any, issued by or on behalf of the District.

\_\_\_\_\_  
(initial) Addenda Nos. \_\_\_\_\_ Received, acknowledged  
and incorporated into this Bid Proposal.

- 1.2. Alternate Bid Items. Not Used.

2. Documents Accompanying Bid Proposal. The Bidder has submitted with this Bid Proposal the following:

- Non-Collusion Declaration
- Designation of Subcontractors Form
- Site Visit Certification

The Bidder acknowledges that if this Bid Proposal and the foregoing documents are not fully in compliance with applicable requirements set forth in the Call for Bids, the Instructions for Bidders and in each of the foregoing documents, the Bid Proposal may be rejected for non-responsiveness.

3. Award of Contract. Within five (5) days after notification of award of the Contract, the Bidder awarded the Contract shall execute and deliver to the District the Contract in the form attached hereto along with:

- Certificates of Insurance evidencing all insurance coverages required under the Contract Documents and approved additional insured endorsements naming the District as an additional insured
- Payment Bond

- Performance Bond
- Certificate of Workers' Compensation Insurance
- Drug-Free Workplace Certificate
- Contractor Certification Regarding Background Checks

Failure of the Bidder awarded the Contract to strictly comply with the preceding may result in the District's rescission of the award of the Contract and/or forfeiture of the Bidder's Bid Security. In such event, the District may, in its sole and exclusive discretion, elect to award the Contract to the responsive responsible Bidder submitting the next lowest priced Bid Proposal, or to reject all Bid Proposals.

4. Contractors' License. The Bidder certifies that: (i) it is duly licensed, in the necessary class(es), for performing the Work of the Contract Documents, as designated by the District; (ii) that such license shall be in full force and effect throughout the duration of the performance of the Work under the Contract Documents; and (iii) that all Subcontractors providing or performing any portion of the Work are and shall remain properly licensed to perform or provide such portion of the Work.
5. Acknowledgment and Confirmation. The undersigned Bidder acknowledges its receipt, review and understanding of the Drawings, the Specifications and other Contract Documents pertaining to the proposed Work. By submitting this Bid Proposal, the undersigned Bidder certifies that the Contract Documents are, in its opinion, adequate, feasible, accurate and complete for the Bidder to complete the Work in a workmanlike manner within the Contract Time and for the price proposed herein. The undersigned Bidder warrants and represents to the District that it has, or has available, all necessary equipment, personnel, materials, facilities and technical and financial ability to complete the Work for the amount bid herein, within the Contract Time and in accordance with the Contract Documents.

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature of Bidder's Authorized Officer or Representative)

\_\_\_\_\_  
(Typed or Printed Name)

Title: \_\_\_\_\_

**NON-COLLUSION DECLARATION**

The undersigned declares:

I am the \_\_\_\_\_ [Title] of \_\_\_\_\_ [Name of Company],  
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].

By: \_\_\_\_\_  
(Signature of Bidder's Authorized Officer or Representative)

\_\_\_\_\_  
(Typed or Printed Name)

Title: \_\_\_\_\_

## DESIGNATION OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act (California Public Contract Code section 4100 et seq.,) and any amendments thereof, each Bidder shall set forth below: (a) The name, the location of the place of business, the California contractor license number, and public works contractor registration number issued pursuant to Section 1725.5 of the Labor Code of each subcontractor who will perform work or labor or render service to the Contractor, who will perform work or labor or work or improvement to be performed under this Contract, or a subcontractor licensed by the State of California who, under subcontract to the Contractor, specially fabricates and installs a portion of the work or improvements according to detailed Drawings contained in the Plans and Specifications in an amount in excess of one-half of one percent of the Contractor's total bid; and (b) the portion and description of the work which will be done by each subcontractor under this Act. The Contractor shall list only one subcontractor for each such portion as is defined by the Contractor in this bid. All subcontractors shall be properly licensed by the California State Licensing Board.

If a Contractor fails to specify a subcontractor, or if a Contractor specifies more than one subcontractor for the same portion of work to be performed under the Contract in excess of one-half of one percent of the Contractor's total bid, the Contractor shall be deemed to have agreed that the Contractor is fully qualified to perform that portion, and that the Contractor alone shall perform that portion of the work.

No Contractor whose bid is accepted shall (a) substitute any subcontractor, (b) permit any subcontractor to be voluntarily assigned or transferred or allow the relevant portion of the work to be performed by anyone other than the original subcontractor listed in the original bid, or (c) sublet or subcontract any portion of the work in excess of one-half of one percent of the Contractor's total bid where the original bid did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act.

Subletting or subcontracting of any portion of the work in excess of one-half of one percent of the Contractor's total bid where no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding, reduced to writing as a public record, of the authority awarding this Contract setting forth the facts constituting the emergency or necessity.

All subcontractors (of any tier) performing any portion of the work must comply with the Labor Code sections 1725.5 and 1771.1 and must be properly and currently registered with the California Department of Industrial Relations and qualified to perform public works pursuant to Labor Code section 1725.5 throughout the duration of the Project.

**NOTE:** If alternate bids are called for and bidder intends to use different or additional subcontractors on the alternates, a separate list of subcontractors must be provided for each such Alternate.

DESIGNATION OF SUBCONTRACTORS FORM

Work to be done by Subcontractor	Subcontractor	Location of Business	CSLB Contractor License No.	DIR Registration No.

Proper Name of Bidder:

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Signature of Bidder Representative: \_\_\_\_\_

## SITE-VISIT CERTIFICATION

PROJECT: **Dudley Elementary School – Resurface/Stripe Hardcourt Project**  
#24-06

Check whichever option applies:

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

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

Bidder fully relieves and releases the Center Joint Unified School District, its Architect, its Engineer, its Construction Manager, and all of their respective officers, agents, employees, and consultants from any liability for any monetary or other damage(s), 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: \_\_\_\_\_

Legal Name of Bidder: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

## CONTRACT FOR LABOR AND MATERIALS

THIS CONTRACT FOR LABOR AND MATERIALS ("Contract") is entered into [Click here to enter a date.](#), in the City of Antelope, County of Sacramento, State of California, by and between the CENTER JOINT UNIFIED SCHOOL DISTRICT, a California school district ("District") and \_\_\_\_\_ ("Contractor").

WITNESSETH, that the District and the Contractor in consideration of the mutual covenants contained herein agree as follows:

1. **The Work.** Within the Contract Time and for the Contract Price, subject to adjustments thereto pursuant to the Contract Documents, the Contractor shall perform and provide all necessary labor, materials, tools, equipment, utilities, services and transportation to complete in a workmanlike manner all of the Work required in connection with the work of improvement commonly referred to as **Dudley Elementary School – Resurface/Stripe Hardcourt Project Bid No. 24-06**. The Contractor shall complete all Work covered by the Contract Documents, including without limitation, the Drawings and Specifications prepared by the Architect and other Contract Documents enumerated in Paragraph 10 below, along with all modifications and addenda thereto issued in accordance with the Contract Documents.
2. **Architect/Design Professional In Charge.** Not Used.
3. **Contract Time.** The Work shall be commenced on the date stated in the District's Notice to Proceed. The Contractor shall achieve Substantial Completion of the Work **FIFTY-SIX (56)** days after the commencement date of the Work set forth in the Notice to Proceed.
4. **Contract Price.** The District shall pay the Contractor as full consideration for the Contractor's full, complete and faithful performance of the Contractor's obligations under the Contract Documents, subject to adjustments of the Contract Price in accordance with the Contract Documents, the Contract Price of \_\_\_\_\_ Dollars (\$\_\_\_\_\_). The Contract Price is based upon the Contractor's Base Bid Proposal for the Work plus the District Allowance of TEN THOUSAND DOLLARS (\$10,000) for unforeseen conditions and the following Alternate Bid Items, if any: \_\_\_\_\_.
- 4.1. **Progress Payment Retention.** If the Contract Price is subject to payment by the District's disbursement of Progress Payments pursuant to Article 9 of the Contract Terms and Conditions, five percent (5%) of each Progress Payment will be withheld by the District as Retention. Retention will be disbursed by the District as part of the Final Payment.
- 4.2. **Mark-Up for Changed Work.** Adjustments to the Contract Price for authorized Changes shall be limited to the actual costs of labor and materials necessary to complete the Change plus a mark-up of Ten Percent (10%) of the actual costs of labor and materials; it being agreed that the foregoing mark-up represents all compensation due the Contractor for profit, overhead/administrative costs and impacts of an authorized Change.
5. **Liquidated Damages.** The Contractor is subject to assessment of Liquidated Damages if the Contractor fails to achieve Substantial Completion of the Work within the Contract Time, including adjustments thereto authorized by the Contract Documents; or fails to complete Punchlist items noted upon Substantial Completion within the time established to complete the Punchlist items. The per diem rate of Liquidated Damages assessed for each of the foregoing events is set forth below.
- 5.1. **Delayed Substantial Completion.** If Substantial Completion is not achieved on or before expiration of the Contract Time, the Contractor shall be liable to the District for Liquidated Damages from the date of expiration of the Contract Time to the date that the Contractor achieves Substantial Completion of the Work at the per diem rate of TWO HUNDRED FIFTY DOLLARS (\$250.00).
- 5.2. **Delayed Punchlist Completion.** If the Contractor fails to complete Punchlist within the time established pursuant to the Contract Documents, the Contractor shall be liable to the District for Liquidated Damages from the date established for completion of Punchlist until the date that all Punchlist is actually completed at the per diem rate of TWO HUNDRED FIFTY DOLLARS (\$ 250.00).



**5.3. Surety Liability.** The Surety issuing the Performance Bond shall be liable to the District for performance and discharge of the Contractor's obligations hereunder, including without limitation, the Contractor's Liquidated Damages and warranty obligations.

**6. Limitation on Damages.** If the District breaches or defaults in its performance of its obligations under the Contract Documents, the damages, if any, recoverable by the Contractor shall be limited to general damages which are directly and proximately caused by said breach or default of the District and shall exclude any and all special or consequential damages. The Contractor expressly waives any right to and foregoes the recovery of any special or consequential damages from the District including, without limitation, damages for: (i) lost or impaired bonding capacity; and/or (ii) loss of profits arising out of or in connection with any past, present, or future work of improvement; and/or (iii) loss of productivity.

**7. Insurance.** The Contractor and each Subcontractor shall obtain and maintain insurance coverages required by the Contract; the minimum coverage amount for each policy of insurance of the Contractor and Subcontractor shall be as set forth below.

**7.1. Insurance Requirements for Contractor.** The minimum coverage amounts for each policy of insurance of the Contractor shall be as follows:

Policy of Insurance	Minimum Coverage Amount
Commercial General Liability Insurance	Per Occurrence: One Million Dollars (\$1,000,000) Aggregate: Two Million Dollars (\$2,000,000)
Workers' Compensation	In accordance with the Laws
Employers Liability	One Million Dollars (\$1,000,000)
Builder's Risk	Full insurable value of the Work; Seismic coverage is not required

**7.2. Insurance Requirements for Subcontractors.** The minimum coverage amounts for each policy of insurance to be obtained and maintained by each Subcontractor shall be as follows:

Policy of Insurance	Minimum Coverage Amount
Commercial General Liability Insurance	Per Occurrence: One Million Dollars (\$1,000,000) Aggregate: Two Million Dollars (\$2,000,000)
Workers' Compensation	In accordance with the Laws
Employers Liability	One Million Dollars (\$1,000,000)

**8. District Representative.** The District Representative is Richard Putnam or his/her designee.

**9. Notices.** Notices of the District and Contractor to the other shall be transmitted in accordance with the Contract Documents. The effective date of notices transmitted in accordance with the Contract Documents shall be as set forth in the Contract Documents. Notices under the Contract Documents shall be addressed as follows:

If to the District:

Richard Putnam, Director of Facilities  
Center Joint Unified School District  
8408 Watt Avenue  
Antelope, CA 95843

If to the Contractor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- 10. The Contract Documents.** The documents forming a part of the Contract Documents consist of the following, all of which are component parts of the Contract Documents:

Notice Calling for Bids  
Instructions for Bidders  
Addenda as Issued  
Bid Proposal  
Non-Collusion Declaration  
Designation of Subcontractors

Drug Free Workplace Certification  
Contract; Terms and Conditions of Contract  
Payment Bond  
Performance Bond  
Certificate of Workers' Compensation Insurance  
Guarantee  
Contractor Certification re Background Checks & Attachment A  
Attachment 1 Technical Specifications & Drawings

- 11. Authority to Execute.** The individual(s) executing this Agreement on behalf of the Contractor is/are duly and fully authorized to execute this Agreement on behalf of Contractor and to bind the Contractor to each and every term, condition and covenant of the Contract Documents.

**CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, P.O. BOX 2600, SACRAMENTO, CALIFORNIA 95826**

IN WITNESS WHEREOF, this Contract has been duly executed by the District and the Contractor as of the date set forth above.

**"DISTRICT"**  
Center Joint Unified School District

By: \_\_\_\_\_  
\_\_\_\_\_  
(Name Printed or Typed)

Title: \_\_\_\_\_

**"CONTRACTOR"**  
[Contractor Name]

By: \_\_\_\_\_  
\_\_\_\_\_  
(Name Printed or Typed)

Title: \_\_\_\_\_

## TERMS AND CONDITIONS OF CONTRACT FOR LABOR AND MATERIALS

1. **Labor and Materials.** The Contractor shall furnish and pay for all labor, materials, equipment and services necessary to complete the Work in accordance with the Contract Documents. Unless otherwise expressly provided for in the Contract Documents, all materials, equipment and other items incorporated into the Work shall be new and of the most suitable grade and quality for the purpose intended. The Work is subject to tests/inspections as required by the Contract Documents. The Contractor shall afford the District, the Project Inspector, the Architect and test/inspection services with access to the Work, wherever located and whether in place or in progress. All of the Work shall conform to the requirements of the Contract Documents and applicable laws, ordinances, rules and regulations.
2. **Submittals.** The Contractor shall submit to the District Representative or the Architect, as designated in the Contract Documents, shop drawings, product data and other submittals (collectively "Submittals") required by the Contract Documents promptly and in an orderly sequence while allowing sufficient time for review and comment. No portion of the Work requiring Submittals shall be performed until the required Submittals have been reviewed and accepted.
3. **Construction Schedule.** Contractor shall prepare a Construction Schedule in such form and format approved by the District. The Construction Schedule shall reflect all activities necessary to complete the Work and shall be in such detail as required by the Contract Documents. If a Construction Schedule is required, the Contractor shall update the schedule monthly or more frequently as directed by the District or required by the circumstances of the Work.
4. **Changes.**
  - 4.1 Changes to the Work. The District may, by written order, make Changes to the Work, issue additional instructions and to add to or delete from the Work. No Change may be made without the prior written approval and direction of the District. Adjustments of the Contract Price or the Contract Time on account of a Change authorized hereunder will only be made by written Change Order duly executed by the Contractor and the District Representative. Adjustments to the Contract Price for authorized Changes shall be limited to the actual costs of labor and materials necessary to complete the Change plus the mark-up set forth in the Contract; it being agreed that the mark-up represents all compensation due the Contractor for profit, overhead/administrative costs and impacts of an authorized Change. Changes approved by the District shall be reduced to Change Order in the form established by the District.
  - 4.2 Substitutions. No substitution of any specified item, product, material or system ("Specified Items") will be considered unless the Contractor submits a request to substitute Specified Items along with data substantiating the equivalency of the proposed substitution with the Specified Items not more than thirty-five (35) days after the date of award of the Contract to the Contractor. The Contractor shall reimburse the District for all costs and expenses incurred by the District to review a proposed substitution for Specified Items. The District's acceptance or rejection of a proposed substitution shall be final. No substitution accepted by the District shall increase the Contract Price or the Contract Time; provided, however, if the cost to furnish/install an approved substitution of is less than the specified Item, the Contract Price shall be reduced by such cost difference. If any Specified Items are identified in any portion of the Contract Documents as "District Standard Materials/Equipment" "match existing in use" or similar words/phrases, in accordance with Public Contract Code §3400, the District shall be deemed to have made a finding that such Specified Items are designated as "sole source" items designed to match existing and in use items. In accordance with Public Contract Code §3400, the District will not consider or accept alternatives or substitutions for any Specified Items so identified.
  - 4.3 Change Orders. If the District approves of a Change, a written Change Order prepared by the Architect on behalf of the District shall be forwarded to the Contractor describing the Change and setting forth the adjustment to the Contract Time and the Contract Price, if any, on account of such Change. All Change Orders shall be in full payment and final settlement of all claims for direct, indirect and consequential costs, including without limitation, costs of delays or impacts related to, or arising out of, items covered and affected by the Change Order, as well as any adjustments to the Contract Time. Any claim or item relating to any Change incorporated into a Change Order not presented by the Contractor for inclusion in the Change Order shall be deemed waived. The Contractor shall execute the Change Order prepared pursuant to the foregoing; once the Change Order has been prepared and forwarded to the Contractor for execution, without the prior approval of the District which may be granted or withheld in the sole and exclusive discretion of the District, the Contractor shall not modify or amend the form or content of such Change Order, or any portion thereof. The Contractor's attempted or purported modification or amendment of any such Change Order, without the prior approval of the District, shall not be binding upon the District; any such unapproved modification or amendment to such Change Order shall be null, void and unenforceable. Unless otherwise expressly provided for in the Contract Documents or in the Change Order, any Change Order issued hereunder shall be binding upon the District only

upon action of the District's Board of Education approving and ratifying such Change Order. In the event of any amendment or modification made by the Contractor to a Change Order for which there is no prior approval by the District, in accordance with the provisions of this Article, unless otherwise expressly stated in its approval and ratification of such Change Order, any action of the Board of Education to approve and ratify such Change Order shall be deemed to be limited to the Change Order as prepared by the Architect; such approval and ratification of such Change Order shall not be deemed the District's approval and ratification of any unapproved amendment or modification by the Contractor to such Change Order.

- 4.4 Contractor Notice of Changes. If the Contractor claims that any instruction, request, the Drawings, the Specifications, action, condition, omission, default, or other situation obligates the District to increase the Contract Price or to extend the Contract Time, the Contractor shall notify the Project Manager, if any, the Project Inspector and the Architect, in writing, of such claim within ten (10) days from the date of its actual or constructive notice of the factual basis supporting the same. The District shall consider any such claim of the Contractor only if sufficient supporting documentation is submitted with the Contractor's notice to the Project Inspector and the Architect. Time is of the essence in Contractor's written notice pursuant to the preceding sentence so that the District can promptly investigate and consider alternative measures to the address such instruction, request, Drawings, Specifications, action, condition, omission, default or other situation. Accordingly, Contractor acknowledges that its failure, for any reason, to give written notice (with sufficient supporting documentation to permit the District's review and evaluation) within ten (10) days of its actual or constructive knowledge of any instruction, request, Drawings, Specifications, action, condition, omission, default or other situation for which the Contractor believes there should an adjustment of the Contract Time or the Contract Price shall be deemed Contractor's waiver, release, discharge and relinquishment of any right to assert or claim any entitlement to an adjustment of the Contract Time or the Contract Price on account of any such instruction, request, Drawings, Specifications, action, condition, omission, default or other situation. In the event that the District determines that the Contract Price or the Contract Time are subject to adjustment based upon the events, circumstances and supporting documentation submitted with the Contractor's written notice under this Article.

5. **Safety; Security.** The Contractor shall comply with all applicable laws, ordinances, rules, or regulations pertaining to safety at the Site. The Contractor shall implement safety measures such as fencing, barricades, signs, lights and other precautions to prevent injury or death to persons or damage to property. The Contractor is responsible for securing the Site and Work in place or in progress (including materials/equipment/tools situated at the Site) to prevent theft, loss or damage. The District and employees, officers, agents or representatives of the District are not liable to the

Contractor, Subcontractors or their respective personnel for the loss, theft, damage or destruction of materials, equipment, tools and other personal property items, whether or not such personal property is used to complete the Work or is incorporated into the Work. The risk of such loss, theft, damage or destruction is solely that of the Contractor or Subcontractors.

## 6. Labor.

- 6.1 Prevailing Wage Rates. The Contractor and all Subcontractors shall: (i) pay their respective workers at least the prevailing wage rate established for the classification, trade or work performed by each worker; and (ii) maintain complete and accurate payroll records for workers engaged in the Work. During the Work and pursuant to Labor Code §1771.4(a)(4), the Department of Industrial Relations will monitor and enforce the prevailing wage rate obligations of the Contractor and Subcontractors. The Contractor shall comply with all requirements established by the Department of Industrial Relations relating prevailing wage rates, the payment thereof and posting of notices relating thereto. The Contractor is subject to all assessments, penalties and other charges for prevailing wage rate violations.

- 6.2 Apprentices. Apprentices, if any engaged in performing any portion of the Work shall be in strict conformity with applicable laws, rules and regulations, including without limitation, Labor Code §§1777.5 through 1777.7, which are incorporated herein by this reference.

### 6.3 DIR Registration.

- 6.3.1 Contractor and Subcontractor Compliance. Strict compliance with DIR Registration requirements pursuant to Labor Code §1725.5 is a material obligation of the Contractor hereunder. The foregoing includes without limitation, compliance with DIR Registration requirements at all times during performance of the Work by the Contractor and all Subcontractors of any tier. No portion of the Work is permitted to be performed by a Subcontractor of any tier unless the Subcontractor is a DIR Registered contractor. The failure of the Contractor and all Subcontractors of every tier to be DIR Registered at all times during performance of the Work is the Contractor's default of a material obligation of the Contractor under the Contract Documents.

- 6.3.2 Contractor Obligation to Verify Subcontractor DIR Registration Status. An affirmative and on-going obligation of the Contractor under the Contract Documents is the Contractor's verification that all Subcontractors, of all tiers, are at all times during performance of the Work in full and strict compliance with DIR Registration requirements. The Contractor shall not permit or allow any Subcontractor of any tier to perform any Work without the Contractor's verification that all such Subcontractors are in full and strict compliance with DIR Registration requirements.

6.3.3 Contractor Obligation to Request Substitution of Non-DIR Registered Subcontractor. If any Subcontractor identified in the Contractor's Subcontractors List submitted with the Contractor's proposal for the Work is not DIR Registered at the time of opening of proposals for the Work or if a Subcontractor's DIR Registration lapses prior to or during a Subcontractor's performance of Work, the Contractor shall request the District's consent to substitute the non-DIR Registered Subcontractor pursuant to Labor Code §1771.1(c)(3) and/or Labor Code §1771.1(d).

6.3.4 Contractor/Subcontractor Penalties pursuant to § 1771.1(g). "If the Labor Commissioner or his or her designee determines that a contractor or subcontractor engaged in the performance of any public work contract without having been registered in accordance with this section, the contractor or subcontractor shall forfeit, as a civil penalty to the state, one hundred dollars (\$100) for each day of work performed in violation of the registration requirement, not to exceed an aggregate penalty of eight thousand dollars (\$8,000) in addition to any penalty registration fee assessed pursuant to clause (ii) of subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5."

6.3.5 Subcontractor Penalties pursuant to § 1771.1 (h)(1). "In addition to, or in lieu of, any other penalty or sanction authorized pursuant to this chapter, a higher tiered public works contractor or subcontractor who is found to have entered into a subcontract with an unregistered lower tier subcontractor to perform any public work in violation of the requirements of Section 1725.5 or this section shall be subject to forfeiture, as a civil penalty to the state, of one hundred dollars (\$100) for each day the unregistered lower tier subcontractor performs work in violation of the registration requirement, not to exceed an aggregate penalty of ten thousand dollars (\$10,000)."

#### 6.4 Certified Payroll Records.

6.4.1 Compliance With Labor Code §§1771.4 and 1776. A material obligation of the Contractor under the Contract Documents is: (i) the Contractor's strict compliance with the requirements pursuant to Labor Code §§ 1771.4 and 1776 for preparation and submittal of Certified Payroll Records ("CPR"); and (ii) the Contractor's enforcement of CPR preparation and submittal for all Subcontractors of every tier.

6.4.2 Express Condition Precedent to Payment of Contract Price. Strict compliance with CPR requirements established pursuant to Labor Code §1776 is an express condition precedent to the District's obligation to: (i) process any request for payment of any portion of the Contract Price; or (ii) to disburse any portion of the Contract Price to the Contractor. The Contractor shall demonstrate strict compliance with CPR preparation and submittal requirements by delivery to the District of electronic files or hard

copies of all CPRs submitted by the Contractor and/or Subcontractors for the Work pursuant to Labor Code §§1771.4 and 1776 concurrently with the submittal thereof to the Labor Commissioner. The District: (i) shall not be obligated to process or disburse any portion of the Contract Price; or (ii) shall not be deemed in default of the District's obligations under the Contract Documents unless the Contractor's demonstrates strict compliance with CPR preparation and submittal requirements.

6.5 Limits on Hours/Days of Work. The Contractor and Subcontractors shall not require or permit any worker to provide more than eight (8) hours of work per day or forty (40) hours of work per week without additional compensation as mandated by law.

6.6 Competency and Discipline. The Contractor shall enforce strict discipline and good order among the Contractor's employees, the employees of any Subcontractor and all other persons performing any part of the Work at the Site. Personnel of the Contractor or any Subcontractor shall be subject to removal from the Site for violations of applicable law or District policies. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them and shall dismiss from its employ and direct any Subcontractor or Sub-subcontractor to dismiss from their employment any person deemed by the District to be unfit or incompetent to perform Work.

6.7 Superintendent. The Contractor shall employ aa full-time Superintendent fluent in verbal and written English who shall be in attendance at the Site at all times during performance of Work at the Site. The Superintendent shall be deemed the Contractor's Representative for the Work; directions, instructions or other communications to or with the Contractor's Superintendent shall be deemed directions, instructions or communications to or with the Contractor.

7. **Subcontractors.** The Work of each Subcontractor shall be set forth in a written Subcontract agreement incorporating by reference this Contract; Subcontracts shall be made available to the District for review upon request of the District. The Contractor is responsible to the District for the acts, omissions and other conduct of Subcontractors. Each Subcontractor shall maintain Workers' Compensation/Employers Liability Insurance and Commercial General Liability Insurance as required by the Contract for Labor and Materials.

8. **Project Certification.** If the Work is subject, in whole or in part, to DSA jurisdiction, the Contractor shall completely and timely complete and/or comply with all DSA requirements relating to: (i) observations/inspections of the Work during construction; and (ii) DSA PR 13-01 project inspections, tests and certification process. A material obligation of the Contractor hereunder is completion of all actions or activities required by a contractor for a work of improvement subject to DSA jurisdiction sufficient for DSA to issue a certification that the Work, as constructed, complies with the DSA approved Design Documents.

- 9. Payment of the Contract Price.** The District will make payment of the Contract Price upon completion of the Work, the Contractor's full performance of all other obligations under this Contract Documents and the Contractor's submission of a properly itemized invoice. Upon receipt of the Contractor's invoice, the District Representative will promptly verify that the Work has been completed and that the Contractor has performed all other obligations hereunder. Within thirty (30) days of the District Representative confirmation of the completion of Work and the Contractor's performance of other obligations hereunder, the District will make payment of the Contract Price. If the Contract Time is a duration of sixty (60) days or more, the Contractor may submit invoices on a monthly basis for the value of Work completed in the prior month, whereupon the District Representative will promptly verify that the Work has been completed as indicated in the Contractor's invoice. Within thirty (30) days of the date of such verification, the District will make payment equal to ninety five percent (95%) of the value of the Work completed. Within sixty (60) days of completion of all Work and the recordation of the Notice of Completion, and completion all other of the Contractor's obligations hereunder, amounts previously retained from prior invoices will be released to the Contractor. The District may, in its sole discretion, condition payment of the Contract Price, or any portion thereof, upon: (i) the Contractor's preparation of a Schedule of Values for review and acceptance by the District's Representative; (ii) the submittal of executed Waivers and Releases (on Progress Payment or Final Payment, as applicable) for the Contractor and all Subcontractors receiving any portion of the Contract Price; and/or (iii) delivery of Certified Payroll records of the Contractor and Subcontractors. The District may withhold payment of the Contract Price if: (i) there are claims or the probability of claims being submitted by Subcontractor, Material Suppliers or others in connection with the Work; (ii) defective or non-conforming Work which is not remedied; or (iii) there are any uncured Contractor defaults.
- 10. Insurance.** The Contractor and its Subcontractors shall, at all times during the Work, maintain Workers' Compensation, Employers Liability, and Commercial General Liability Insurance in the minimum coverage amounts set forth in the Contract. The Contractor's Commercial General Liability Insurance shall name the District as an Additional Insured. All policies of insurance shall include provisions that the policy of insurance will not be materially modified, cancelled or allowed to expire without at least thirty (30) days advance notice to the District. Prior to commencing the Work, the Contractor shall deliver Certificates of Insurance of itself and its Subcontractors evidencing the required insurance coverages.
- 11. Indemnification.** Contractor shall defend, indemnify and hold harmless District, Architect, Construction Manager (if any), Inspector, the State of California and their officers, board members, employees, agents and independent contractors (collectively, "Indemnitees") from all liabilities, claims, actions, liens, judgments, demands, damages,

losses, costs or expenses of any kind arising from death, personal injury, property damage or other cause based or asserted upon any act, omission, or breach connected with or arising from the progress of the Work or performance of service under this Contract or the Contract Documents. As part of this indemnity, Contractor shall protect and defend, at its own expense, Indemnitees from any legal action including attorney's fees or other proceeding based upon such act, omission, breach or as otherwise required by this section. Furthermore, Contractor agrees to and does hereby defend, indemnify and hold harmless Indemnitees from every claim or demand made, and every liability, loss, damage, expense or attorney's fees of any nature whatsoever, which may be incurred by reason of:

A. Liability for (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law or the Contract Documents; (4) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with the Work called for in this Contract or the Contract Documents, or (5) any claims of violation of the Americans with Disabilities Act ("ADA"), except for liability resulting from the sole or active negligence, or the willful misconduct of the District.

B. Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of Contractor or any person, firm or corporation employed by Contractor, either directly or by independent contract, including all damages or injury to or death of persons, loss (including theft) or loss of use of any property, sustained by any person, firm or corporation, including the District, arising out of or in any way connected with the Work covered by this Contract or the Contract Documents, whether said injury or damage occurs either on or off District property, but not for any loss, injury, death or damages caused by the sole or active negligence or willful misconduct of the District.

C. Any dispute between Contractor and Contractor's subcontractors/supplies/sureties, including, but not limited to, any failure or alleged failure of the Contractor (or any person hired or employed directly or indirectly by Contractor) to pay any subcontractor or materialman of any tier or any other person employed in connection with the Work and/or filing of any stop notice or mechanic's lien claims.

D. Any claims, allegations, penalties, assessments, or liabilities to the extent caused by the Contractor's failure or the failure of any subcontractor of any tier, to fully comply with the DIR registration requirements under Labor Code section 1725.5 at all times during the performance of any Work on the Project and shall reimburse the District for any penalties assessed against the District arising from any failure by the Contractor or any subcontractor of any tier from complying with Labor Code sections 1725.5 and 1771.1. Nothing in this paragraph, however, shall require the

Contractor or any subcontractor to be liable to the District or indemnify the District for any penalties caused by the District in accordance with Labor Code section 1773.3 (g).

Contractor, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the Indemnitees, on account of or founded upon any cause, damage, or injury identified in this section and shall pay or satisfy any judgment that may be rendered against the District, its officers, agents or employees in any action, suit or other proceedings as a result thereof. The Contractor's obligations hereunder shall survive termination of the Contract and/or completion of the Work, and are incorporated into and made a part of the obligations of the Surety issuing the Bonds.

## **12. District Right to Terminate.**

12.1 Termination for Cause. Termination for Cause: The District may terminate the Contractor and/or this Contract for the following reasons: persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials; persistently or repeatedly is absent, without excuse, from the job site; fails to make payment to subcontractors, suppliers, materialmen, etc.; persistently disregards laws, ordinances, rules, regulations, or orders of a public authority having jurisdiction; fails to provide a schedule or fails or refuses to update schedules required under the Contract; falls behind on the Project and refuses or fails to undertake a recovery schedule; if the Contractor has been debarred from performing work; becomes bankrupt or insolvent, including the filing of a general assignment for the benefit of creditors; Contractor or any of its subcontractors are not properly registered with DIR at all times; or is otherwise in substantial breach of a provision of the Contract Documents. When any of the above reasons exist, the District may, without prejudice to any other rights or remedies of the District and after giving the Contractor written notice of five (5) days, terminate the Contractor and/or this Contract.

12.2 Payments Withheld. If the District terminates the Contract for one of the reasons stated above, the Contractor shall not be entitled to receive further payment until the Project is complete. All costs associated with the termination and completion of the Project shall be the responsibility of the Contractor.

12.3 Payments upon Completion. If the unpaid balance of the Total Contract Price exceeds costs of completing the Project, including compensation for professional services and expenses made necessary thereby, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the District. The amount to be paid to the Contractor, or District, as the case may be, shall be certified upon application. This payment obligation shall survive completion of the Contract.

12.4 Termination for Convenience. District may terminate the Contract upon five (5) days written notice to the Contractor and use any reasonable method the District deems expedient to complete the Project, including contracting with replacement contractor or contractors, if it is found that reasons beyond the control of either the District or Contractor make it impossible or against the District's interest to complete the Project. In such a case, the Contractor shall have no claims against the District except for: (1) the actual cost for approved labor, materials, and services performed in accordance with the Contract Documents which have not otherwise been previously paid for and which are supported and documented through timesheets, invoices, receipts, or otherwise; and (2) profit and overhead of ten percent (10%) of the approved costs in item (1); and (3) termination cost of five percent (5%) of the approved costs in item (1). Contractor acknowledges and agrees that if the District (in its sole and absolute discretion) decides to takeover completion of the Project, the Contractor agrees to immediately assign all subcontracts to the District which the District has chosen to accept.

## **13. Warranty.**

13.1 Warranty and Guarantee Obligations. The Contractor warrants to the District that: (i) all materials and equipment furnished under the Contract Documents are new, of good quality and of the most suitable grade and quality for the purpose intended, unless otherwise specified in the Contract Documents; and (ii) all Work and workmanship is of good quality, free from faults and defects and in conformity with the requirements of the Contract Documents. If within two (2) years, or such other period set forth in the Contract Documents, any of the Work or workmanship is found defective or not in compliance with the Contract Documents, the Contractor shall upon the District's demand, promptly take all measures necessary to correct, repair or replace such Work or workmanship. If the Contractor fails to do so, the District may take necessary action to correct, replace or replace such Work or workmanship at the cost and expense of the Contractor.

13.2 Guarantee. Upon completion of the Work, Contractor shall execute and deliver to the District the form of Guarantee included within the Contract Documents. The Contractor's execution and delivery of the form of Guarantee is an express condition precedent to any obligation of the District to disburse the Final Payment to the Contractor.

13.3 Survival of Warranties. The Contractor's warranty and guaranty obligations hereunder shall survive the Contractor's completion of Work under the Contract Documents, the District's Final Acceptance or the termination of the Contract.

14. **Tests/Inspections of the Work.** The Work shall be subject to tests/inspections as required by the Contract Documents. The Contractor shall be liable for all costs, fees or expenses of tests/inspections which result from the Work not being ready for tests/inspections or the failure of the Work to comply with the applicable test/inspection standards. If the Work is subject to the jurisdiction of the

Division of State Architect ("DSA"), all of the Work shall be subject to inspection/observation by the Project Inspector retained by the District under DSA regulations. If DSA or the Project Inspector deem any portion of the Work to not be in compliance with requirements of the Contract Documents, a material obligation of the Contractor is its prompt and complete repair, replacement or correction of such portion(s) of the Project so they comply with requirements of the Contract Documents. The Project Inspector shall have access at all times to the Work, whether in place or in progress; the Contractor shall provide such access without adjustment of the Contract Price or the Contract Time.

## 15. Miscellaneous.

15.1 Disputes; Continuation of Work. Notwithstanding any claim, dispute or other disagreement between the District and the Contractor regarding performance under the Contract Documents, the scope of Work thereunder, or any other matter arising out of or related to, in any manner, the Contract Documents or the Work, the Contractor shall proceed diligently with performance of the Work in accordance with the District's written direction, pending any final determination or decision regarding any such claim, dispute or disagreement.

15.2 Public Contract Code §9204 Claims Resolution Procedures. Claims of the Contractor are subject to the non-binding dispute resolution procedures set forth in Public Contract Code §9204 ("Section 9204").

15.2.1 Contractor Claims. Contractor Claims are subject to the Section 9204 Procedures provided, however, that the Section 9204 Procedures are expressly subject to the Contractor's prior full and timely compliance with requirements and procedures of the Contract Documents relating to submittal and resolution of Claims, change orders, disputes and other matters in controversy under the Contract Documents. By this reference, the Section 9204 Procedures are incorporated herein.

15.2.2 Subcontractor Claims. Subcontractor Claims are subject to Section 9204 Procedures, as modified herein. The District's review of Subcontractor Claims is expressly subject to the Contractor's submittal of a duly completed and executed form of Contractor Certification of Subcontractor Claim certifying that the Contractor has thoroughly reviewed the Subcontractor Claim and based on the Contractor's review, certify that: (i) the Subcontractor Claim is made by the Subcontractor in good faith; (ii) the Subcontractor Claim is supported by reasonable documentation establishing entitlement to the relief requested and District liability therefor; and (iii) the Subcontractor Claim does not incorporate any request constituting a False Claim under applicable law, including the California False Claim Act (Government Code §12650 et seq.). The form of Contractor Certification of Subcontractor Claim is included in the Contract Documents.

15.2.3 Contractor Compliance with Government Code Claims Procedures. Disputed Claims and other matters in controversy asserted by the Contractor against the District are a "suit for money or damages" and subject to Government Code §§945.4, 945.6 and 946 ("Government Code Claims Process"). An express condition precedent to the Contractor's initiation of §20104.4 Dispute Resolution Procedures is the Contractor's compliance with the Government Code Claims Process.

15.2.4 Disputed Claims. Claims not resolved by the Section 9204 Procedures are subject to the binding dispute resolution procedures of Public Contract Code §20104.4 (Section 20104.4 Dispute Resolution Procedures).

15.2.5 Section 20104.4 Dispute Resolution Procedures, Claims Less Than \$375,000. Disputed Claims of \$375,000 or less shall be resolved in accordance with the civil action procedures established in Public Contract Code §20104.4. Mediation conducted pursuant to Section 9204 Procedures shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

15.3 Governing Law; Interpretation. This Contract shall be governed by the laws of the State of California. This Contract shall be interpreted as a whole and not in favor of the District or the Contractor.

15.4 Successors. This Contract shall be binding upon and inure to the benefit of the respective successors-in-interest of the District and the Contractor. The foregoing notwithstanding, the Contractor shall not assign this Contract, any right or obligation hereunder or any portion thereof.

15.5 Permits; Approvals. Unless otherwise expressly provided in the Contract Documents, the Contractor shall obtain and pay for all fees, permits or approvals necessary to complete the Work.

15.6 Non-Discrimination. The Contractor and its Subcontractors shall not discriminate against any active or prospective employee based upon race, color, ancestry, national origin, religion, sex, age, sexual preference or marital status. The Contractor and its Subcontractors shall comply with all applicable laws, ordinances, rules and regulations prohibiting workplace discrimination and/or discriminatory employment practices.

15.7 Days. Unless otherwise stated in the Contract Documents, all references to "days" shall be deemed references to calendar days.

15.8 Severability. If any term, condition or provision of this Contract is deemed invalid, illegal or unenforceable by a Court of competent jurisdiction, such term, condition or provision shall be deemed severed herefrom, but all other terms, conditions and provisions hereof shall remain unaffected and in full force and effect.



- 15.9 Attorneys' Fees. Except as expressly provided for in the Contract Documents, or authorized by law, neither the District nor the Contractor shall recover from the other any attorneys' fees or other costs associated with or arising out of any legal, administrative or other proceedings filed or instituted in connection with or arising out of the Contract Documents, the performance of either the District or the Contractor thereunder, or enforcement hereof.
- 15.10 Provisions Required by the Laws Deemed Incorporated. Each and every provision of law and clause required by the Laws to be inserted in the Contract Documents is deemed to be incorporated herein and the Contract Documents shall be read and enforced as though such provision or clause are included herein, and if through mistake, or otherwise, any such provision or clause is not inserted or if not correctly inserted, then upon application of either party, the Contract Documents shall forthwith be physically amended to make such revision.
- 15.11 No Oral Modifications. The terms of the Contract shall be modified only by written instrument duly executed on behalf of the Contractor and District. Verbal or oral modifications to the Contract of terms thereof are not valid or enforceable.
- 15.12 Entire Agreement. The Contract Documents contain the entire agreement and understanding between the District and the Contractor concerning the subject matter hereof, and supersedes and replaces all prior negotiations, proposed agreements or amendments, whether written or oral. No amendment or modification to any provision of the Contract Documents shall be effective or enforceable except by an agreement in writing executed by the District and the Contractor.

**[END OF SECTION]**

## **SPECIAL CONDITIONS**

The following supplements modify the General Terms and Conditions. Where a portion of the General Terms and Conditions is modified and or deleted by these Special Conditions, the unaltered portions of the General Conditions shall remain in effect.

### **1. SCOPE OF WORK**

Included:

- Refer to Division 31 12 00 Asphalt Paving – Technical Requirements and Drawings for Scope of Work.

### **2. CONTRACT TIME**

The Contractor's Baseline Schedule shall include the following Milestone Schedule

- Post Bid Document Phase – Milestone #1 (Start Date: Not Later than 5/1/2024)
  - Notice of Intent to Award
  - District Award
  - Post-Bid Contract Submittals
  - Project Submittal
- Post Bid Document Phase – Milestone #1 (Completion Date: Not Later than 5/21/24)
- Procurement/Mobilization Phase – Milestone #2 (Start Date: Not Later than 5/22/2024)
  - Notice to Proceed
  - Project Submittal
  - Procurement
  - Mobilization/initial layout
- Procurement/Mobilization Phase – Milestone #2 (Completion Date: Not Later than 6/4/2024)
- Construction Work Phase – Milestone #3 (Start Date: 6/5/2024)
  - All related scope of work.
- Construction Work Phase – Milestone #3 (Completion Date: Not Later than 7/31/2024)
- Final Contract Close-Out Phase – Milestone #5 (Start Date: Not Later than 8/1/2024)
  - Final Contract Close-Out
- Final Contract Close-Out Phase – Milestone #5 (Completion Date: Not Later than 8/31/2024)

[END OF SECTION]

**PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS

THAT WHEREAS, the Center Unified School District (sometimes referred to hereinafter as "Obligee") has awarded to \_\_\_\_\_ (hereinafter designated as the "Principal" or "Contractor"), an agreement for the work described as follows: \_\_\_\_\_ (hereinafter referred to as the "Public Work or Project"); and

WHEREAS, said Contractor is required to furnish a bond in connection with said Contract, and pursuant to California Civil Code section 9550;

NOW, THEREFORE, We, \_\_\_\_\_, the undersigned Contractor, as Principal; and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the Center Unified School District and to any and all persons, companies, or corporations entitled by law to file stop notices under California Civil Code section 9100, or any person, company, or corporation entitled to make a claim on this bond, in the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), such sum being not less than one hundred percent (100%) of the total amount payable by said Obligee under the terms of said Contract, for which payment will and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, its heirs, executors, administrators, successors, or assigns, or subcontractor, shall fail to pay any person or persons named in Civil Code section 9100; or fail to pay for any materials, provisions, or other supplies, used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code, with respect to work or labor thereon of any kind; or shall fail to deduct, withhold, and pay over to the Employment Development Department, any amounts required to be deducted, withheld, and paid over by Unemployment Insurance Code section 13020 with respect to work and labor thereon of any kind, then said Surety will pay for the same, in an amount not exceeding the amount herein above set forth, and in the event suit is brought upon this bond, also will pay such reasonable attorneys' fees as shall be fixed by the court, awarded and taxed as provided in California Civil Code section 9550 et seq.

This bond shall inure to the benefit of any person named in Civil Code section 9100 giving such person or his/her assigns a right of action in any suit brought upon this bond.

It is further stipulated and agreed that the Surety of this bond shall not be exonerated or released from the obligation of the bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, Plans, or specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described; or pertaining or relating to the furnishing of labor, materials, or equipment therefor; nor by any change or modification of any terms of payment or extension of time for payment pertaining or relating to any scheme or work of improvement herein above described; nor by any rescission or attempted rescission of the contract, agreement or bond; nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond; nor by any fraud

practiced by any person other than the claimant seeking to recover on the bond; and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given; and under no circumstances shall the Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the Obligee and the Contractor or on the part of any obligee named in such bond; that the sole condition of recovery shall be that the claimant is a person described in California Civil Code section 9100, and who has not been paid the full amount of his or her claim; and that the Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

IN WITNESS WHEREOF this instrument has been duly executed by the Principal and Surety above named, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

PRINCIPAL/CONTRACTOR:

\_\_\_\_\_

By: \_\_\_\_\_

SURETY:

\_\_\_\_\_

By: \_\_\_\_\_

Attorney-in-Fact

Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in California Insurance Code section 105, and if the work or project is financed, in whole or in part, with federal, grant or loan funds, Surety's name must also appear on the Treasury Department's most current list (Circular 570 as amended).

Any claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and Address of agent or representative  
for service for service of process in California)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Telephone: \_\_\_\_\_

On \_\_\_\_\_, before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, who proved on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) as the Attorney-in-Fact of \_\_\_\_\_ (Surety) and acknowledged to me that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) executed the instrument.

WITNESS my hand and official seal.

Commission expires: \_\_\_\_\_

Page | 29

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the Center Joint Unified School District (sometimes referred to hereinafter as "Obligee") has awarded to \_\_\_\_\_ (hereinafter designated as the "Principal" or "Contractor"), an agreement for the work described as follows: \_\_\_\_\_ (hereinafter referred to as the "Public Work or Project"); and

WHEREAS, the work to be performed by the Contractor is more particularly set forth in that certain contract for said Public Work dated \_\_\_\_\_, (hereinafter referred to as the "Contract"), which Contract is incorporated herein by this reference; and

WHEREAS, the Contractor is required by said Contract to perform the terms thereof and to provide a bond both for the performance and guaranty thereof.

NOW, THEREFORE, we, \_\_\_\_\_, the undersigned Contractor, as Principal, and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the Center Unified School District in the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), said sum being not less than one hundred percent (100%) of the total amount payable by said Obligee under the terms of said Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the bounded Contractor, his or her 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 said Contract and any alteration thereof made as therein provided, on his or her part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill guarantees of all materials and workmanship; and indemnify, defend and save harmless the Obligee, its officers and agents, as stipulated in said Contract, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that it shall not be exonerated or released from the obligation of this bond (either by total exoneration or pro tanto) by any change, extension of time, alteration in or addition to the terms of the contract or to the work to be performed there under or the specifications accompanying the same, nor by any change or modification to any terms of payment or extension of time for any payment pertaining or relating to any scheme of work of improvement under the contract. Surety also stipulates and agrees that it shall not be exonerated or released from the obligation of this bond (either by total exoneration or pro tanto) by any overpayment or underpayment by the Obligee that is based upon estimates approved by the Architect. The Surety stipulates and agrees that none of the aforementioned changes, modifications, alterations, additions, extension of time or actions shall in any way affect its obligation on this bond, and it does hereby waive notice of any such changes, modifications, alterations, additions or extension of time to the terms of the

contract, or to the work, or the specifications as well notice of any other actions that result in the foregoing.

Whenever Principal shall be, and is declared by the Obligee to be, in default under the Contract, the Surety shall promptly either remedy the default, or shall promptly take over and complete the Contract through its agents or independent contractors, subject to acceptance and approval of such agents or independent contractors by Obligee as hereinafter set forth, in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of liquidated damages; or, at Obligee's sole discretion and election, Surety shall obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Obligee of the lowest responsible bidder, arrange for a contract between such bidder and the Obligee and make available as work progresses (even though there should be a default or succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the "balance of the Contract price" (as hereinafter defined), and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of liquidated damages. The term "balance of the Contract price," as used in this paragraph, shall mean the total amount payable to Principal by the Obligee under the Contract and any modifications thereto, less the amount previously paid by the Obligee to the Principal, less any withholdings by the Obligee allowed under the Contract. Obligee shall not be required or obligated to accept a tender of a completion contractor from the Surety.

Surety expressly agrees that the Obligee may reject any agent or contractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal. Unless otherwise agreed by Obligee, in its sole discretion, Surety shall not utilize Principal in completing the Contract nor shall Surety accept a bid from Principal for completion of the work in the event of default by the Principal.

No final settlement between the Obligee and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

The Surety shall remain responsible and liable for all patent and latent defects that arise out of or relate to the Contractor's failure and/or inability to properly complete the Public Work as required by the Contract and the Contract Documents. The obligation of the Surety hereunder shall continue so long as any obligation of the Contractor remains.

Contractor and Surety agree that if the Obligee is required to engage the services of an attorney in connection with enforcement of the bond, Contractor and Surety shall pay Obligee's reasonable attorneys' fees incurred, with or without suit, in addition to the above sum.

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 reasonable attorneys' fees to be fixed by the Court.

[Signature on following page]

IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

PRINCIPAL/CONTRACTOR:

\_\_\_\_\_

By: \_\_\_\_\_

SURETY:

\_\_\_\_\_

By: \_\_\_\_\_

Attorney-in-Fact

The rate of premium on this bond is \_\_\_\_\_ per thousand.

The total amount of premium charged: \$\_\_\_\_\_ (This must be filled in by a corporate surety).

Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in California Insurance Code section 105, and if the work or project is financed, in whole or in part, with federal, grant or loan funds, Surety's name must also appear on the Treasury Department's most current list (Circular 570 as amended).

Any claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and Address of agent or representative for service for service of process in California)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Telephone: \_\_\_\_\_



On \_\_\_\_\_, before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, who proved on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) as the Attorney-in-Fact of \_\_\_\_\_ (Surety) and acknowledged to me that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public in and for said State

Commission expires: \_\_\_\_\_

NOTE: A copy of the power-of-attorney to local representatives of the bonding company must be attached hereto.

# CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

I, \_\_\_\_\_ the \_\_\_\_\_ of  
(Name) (Title)  
\_\_\_\_\_, declare state and certify that:  
(Contractor Name)

I am aware that California Labor Code §3700(a) and (b) provides:

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

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or one employer in a group of employers, 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 or her employees.”

I am aware that the provisions of California Labor Code §3700 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 this Contract.

I am authorized to execute this Certificate of Workers' Compensation Insurance on behalf of the above-identified Contractor.

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature of Bidder's Authorized Officer or Representative)

(Name Printed or Typed)

Title:

**DRUG-FREE WORKPLACE CERTIFICATION**

I, \_\_\_\_\_, am the \_\_\_\_\_ of \_\_\_\_\_  
 (Print Name) (Title) (Contractor Name)

I declare, state and certify to all of the following:

1. I am aware of the provisions and requirements of California Government Code §§8350 et seq., the Drug Free Workplace Act of 1990.
2. I am authorized to certify, and do certify, on behalf of Contractor that a drug free workplace will be provided by Contractor by doing all of the following:
3. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in Contractor's workplace and specifying actions which will be taken against employees for violation of the prohibition.
4. Establishing a drug-free awareness program to inform employees about all of the following: (i) the dangers of drug abuse in the workplace; (ii) Contractor's policy of maintaining a drug-free workplace; (ii) the availability of drug counseling, rehabilitation and employee-assistance programs; and (iii) the penalties that may be imposed upon employees for drug abuse violations.
5. Requiring that each employee engaged in the performance of the Contract be given a copy of the statement required above, and that as a condition of employment by Contractor in connection with the Work of the Contract, the employee agrees to abide by the terms of the statement.
6. Contractor agrees to fulfill and discharge all of Contractor's obligations under the terms and requirements of California Government Code §8355 by, inter alia, publishing a statement notifying employees concerning: (i) the prohibition of any controlled substance in the workplace, (ii) establishing a drug-free awareness program, and (iii) requiring that each employee engaged in the performance of the Work of the Contract be given a copy of the statement required by California Government Code §8355(a) and requiring that the employee agree to abide by the terms of that statement.
7. Contractor and I understand that if the District determines that Contractor has either: (i) made a false certification herein, or (ii) violated this certification by failing to carry out and to implement the requirements of California Government Code §§8355, the Contract awarded herein is subject to termination, suspension of payments, or both. Contractor and I further understand that, should Contractor violate the terms of the Drug-Free Workplace Act of 1990, Contractor may be subject to debarment in accordance with the provisions of California Government Code §§8350, et seq.
8. Contractor and I acknowledge that Contractor and I are aware of the provisions of California Government Code §8350, et seq. and hereby certify that Contractor and I will adhere to, fulfill, satisfy and discharge all provisions of and obligations under the Drug-Free Workplace Act of 1990.

I declare under penalty of perjury under the laws of the State of California that all of the foregoing is true and correct. Executed this \_\_\_\_ day of \_\_\_\_\_ 20\_\_ at \_\_\_\_\_.  
 (City and State)

By: \_\_\_\_\_  
 (Signature of Bidder's Authorized Officer or Representative)

\_\_\_\_\_  
 (Typed or Printed Name)

Title: \_\_\_\_\_

## GUARANTEE

### Project: Dudley Elementary School – Resurface/Stripe Hardcourt Project Bid No. 24-06

The Contractor hereby warrants and guarantees to the District that all work, materials, equipment and workmanship provided, furnished or installed by or on behalf of Contractor in connection with the above referenced Project (the "Work") have been provided, furnished and installed in strict conformity with the Contract Documents for the Work, including without limitation, the Drawings and the Specifications. Contractor further warrants and guarantees that all work, materials, equipment and workmanship as provided, furnished and/or installed are fit for use as specified and fulfill all applicable requirements of the Contract Documents including without limitation, the Drawings and the Specifications. Contractor shall, at its sole cost and expense, repair, correct and/or replace any or all of the work, materials, equipment and/or workmanship of the Work, together with any other items which may be affected by any such repairs, corrections or replacement, that may be unfit for use as specified or defective within a period of one (2) years from the date of the District's Final Acceptance of the Work, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of the Contractor's failure and/or refusal to comply with the provisions of this Guarantee, within the period of time set forth in the Contract Documents after the District's issuance of the Notice to the Contractor of any defect(s) in the Work, materials, equipment or workmanship, Contractor authorizes the District, without further notice to Contractor, to repair, correct and/or replace any such defective item at the expense of the Contractor. The Contractor shall reimburse the District for all costs, expenses or fees incurred by the District in providing or performing such repairs, corrections or replacements within ten (10) days of the District's presentation of a demand to the Contractor for the same.

The provisions of this Guarantee and the provisions of the Contract Documents for the Work relating to the Contractor's Guarantee(s) and warranty(ies) relating to the Work shall be binding upon the Contractor's Performance Bond Surety and all successors or assigns of Contractor and/or Contractor's Performance Bond Surety.

The provisions of this Guarantee are in addition to, and not in lieu of, any provisions of the Contract Documents for the Work relating to the Contractor's guarantee(s) and warranty(ies) or any guarantee(s) or warranty(ies) provided by any material supplier or manufacturer of any equipment, materials or other items forming a part of, or incorporated into the Work, or any other guarantee or warranty obligation of the Contractor, prescribed, implied or imposed by law.

The undersigned individual executing this Guarantee on behalf of Contractor warrants and represents that he/she is duly authorized to execute this Guarantee on behalf of Contractor and to bind Contractor to each and every provision hereof.

#### Contractor

\_\_\_\_\_  
(Contractor Name)

\_\_\_\_\_  
(Signature of Contractor's Authorized Employee, Officer  
Or Representative)

\_\_\_\_\_  
(Printed Name and Title)

\_\_\_\_\_  
(Date)

**CONTRACTOR CERTIFICATION REGARDING BACKGROUND CHECKS**

\_\_\_\_\_ certifies that it has performed one of the following:  
 [Name of Contractor/consultant]

☐ Pursuant to Education Code section 45125.1, Contractor has conducted criminal background checks, through the California Department of Justice, of all employees providing services to the Center Joint Unified School District, pursuant to the contract/purchase order dated \_\_\_\_\_, and that none have been convicted of serious or violent felonies, as specified in Penal Code sections 1192.7(c) and 667.5(c), respectively.

As further required by Education Code section 45125.1, attached hereto as Attachment "A" is a list of the names of the employees of the undersigned who may come in contact with pupils.

OR

☐ Pursuant to Education Code section 45125.2, Contractor will ensure the safety of pupils by one or more of the following methods:

- ☐ 1. The installation of a physical barrier at the worksite to limit contact with pupils.
- ☐ 2. Continual supervision and monitoring of all employees of the entity by an employee of the entity whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Date\_\_\_\_\_, 20\_\_

\_\_\_\_\_  
 [Name of Contractor]

\_\_\_\_\_  
 By its:\_\_\_\_\_

**ATTACHMENT A:**

*(INSERT NAMES OF EMPLOYEES WHO MAY COME IN CONTACT WITH PUPILS)*

**ATTACHMENT 1 - TECHNICAL SPECIFICATIONS & DRAWINGS****TECHNICAL SPECIFICAITONS**

<b><u>SECTION</u></b>	<b><u>DESCRIPTION</u></b>
01 21 00	Cash Allowances
01 31 19	Project Meetings & Procedures
01 35 76	Alteration Project Procedures
01 45 00	Quality Control
01 50 00	Temporary Facilities and Controls
01 73 29	Cutting and Patching
01 74 23	Final Cleaning
31 12 00	Asphalt Paving

<b><u>DRAWINGS</u></b>	Dudley ES Hardcourt Site Plan
------------------------	-------------------------------

SECTION 01 21 00

CASH ALLOWANCES

PART 1 – GENERAL

1.01 SUMMARY

- A. To provide a budget to cover scope of work not precisely determined by the Contract Documents prior to bidding, allow within the proposed Contract Sum the amounts described in this Section.
- B. Related work:
  - 1. Documents affecting work of this Section include, but are not necessarily limited to, Bidding and Contract Requirements, General Requirements and related Technical Requirements.
  - 2. Other provisions concerning Cash Allowances are stated in General Conditions.
  - 3. Other provisions concerning Cash Allowances also may be stated in other Sections of the Project Manual.

1.02 SPECIFIC CASH ALLOWANCES

BID PACKAGE #24-06 Project

- A. Dudley Elementary School Resurface/Stripe Hardcourt: District to provide within the final Contract Price the amount of \$10,000 for unforeseen conditions to be used at the Owner's discretion. This allowance will be expended under a "time and material" basis using current prevailing wage rates, as directed by the Architect and Owner's Representative. All unused portions of the allowance will be deducted from the contract through a change order.

PART 2 – PRODUCTS

Not Used.

PART 3 – EXECUTION

Not Used.

END OF DOCUMENT



SECTION 01 31 19

PROJECT MEETING & PROCEDURES

PART 1 – GENERAL

1.01 SECTION INCLUDES

- A. Owner's Representative will schedule and administer a preconstruction meeting, regular progress meetings, and specially called meetings throughout progress of the Work, and will:
  - 1. Prepare agenda for meetings.
  - 2. Make physical arrangements for meetings.
  - 3. Preside at meetings.
  - 4. Record the minutes; include significant proceedings and decisions.
  - 5. Reproduce and distribute copies of minutes after each meeting to participants in the meeting and to parties affected by decisions made at meeting.
- B. Representatives of Contractor, subcontractors and suppliers attending meetings shall be experienced supervisory staff with written authorization to act on behalf of the entity each represents.

1.02 PRECONSTRUCTION MEETING

- A. Timing: Prior to start of construction.
- B. Attendance: Architect and consultants as appropriate, District's representative, Owner's Representative, Contractors as requested.
- C. Purpose: Discuss and familiarize Contractors with construction administrative procedures to be used on Project.

1.03 PROGRESS MEETINGS

- A. Timing: Frequency, day and time to be determined by Owner's Representative, Architect and District.
- B. Attendance: Owner's Representative and each contractor on site. Owner's Representative, Architect, consultants and subcontractors when required.
- C. Purpose: The purpose of these meetings is to provide a formal and regular forum for the District, Owner's Representative, Architect and the Contractors to present questions, problems or issues that need to be addressed. It will also provide an opportunity to review the progress on previous issues and action items along with submittal and schedule review.
- D. Each Contractor scheduled to commence Work within the following week will attend the current week's meeting to coordinate Work with other contractors already on site.

1.04 SPECIALLY CALLED MEETINGS

- A. The Owner's Representative may call a special meeting at any time during the course of the Project. Special Project meetings shall include representatives of the Project as requested in order to discuss problems and/or solutions that are common to the Project.

PART 2 – PRODUCTS  
Not Used.

PART 3 – EXECUTION  
Not Used.

END OF DOCUMENT

SECTION 01 35 76

ALTERATION PROJECT PROCEDURES

PART 1 – GENERAL

1.01 SECTION INCLUDES

- A. Products and installation for patching and extending work.
- B. Transition and adjustments.
- C. Repair of damaged surfaces, finishes, and cleaning.
- D. Salvage materials.

1.02 RELATED SECTIONS

- A. Section 01 73 29: Cutting and Patching.

1.03 ALTERATIONS, CUTTING AND PROTECTION

- A. Assign the work of moving, removal, cutting and patching, to trades qualified to perform the work in manner to cause least damage to each type of work, and provide means of returning surfaces to appearance of new work.
- B. Perform cutting and removal work to remove minimum necessary, and in a manner to avoid damage to adjacent work.
  - 1. Cut finish surfaces such as concrete, masonry, drywall, plaster or metals, by methods to terminate surfaces in a straight line at a natural point of division, or where indicated.
- C. Cutting, boring, saw cutting, notching or drilling through the new or existing structural elements to be done only when specifically detailed on drawings or approved by Architect, Structural Engineer and DSA Representative.
- D. Protect existing finishes, equipment, and adjacent work, which is scheduled to remain, from damage.
  - 1. Protect existing and new' work from extremes of temperature.
    - a. Maintain existing Interior work above 60 degrees F.
    - b. Provide heat and humidity control as needed to prevent damage to remaining existing work and to new work.
- E. Provide temporary enclosures to separate work areas from existing building and from areas occupied by District.

PART 2 – PRODUCTS

2.01 PRODUCTS FOR PATCHING AND EXTENDING WORK

- A. New Materials. As specified in product Sections; match new materials to Work.
  - 1. Provide same products or types of construction as that in existing structure, as needed to patch, extend or match existing work.

2. Presence of a product, finish, or type of construction, requires that patching, extending or matching shall be performed consistent to, or better than, existing standards of quality.
- B. Type and Quality of Existing Products: Determine by Inspection and testing existing products where necessary, referring to existing Work as a standard.

### PART 3 – EXECUTION

#### 3.01 EXAMINATION

- A. Verify that demolition is complete, and areas are ready for installation of new Work.
- B. Beginning of restoration Work means acceptance of existing conditions.

#### 3.02 PREPARATION

- C. Cut, move, or remove items as necessary for access to alterations and/or renovation Work. Replace and restore at completion. The full extent of cutting and patching is not shown nor specified. The Contractor shall perform all cutting and patching as required.
- D. Remove unsuitable material not marked for salvage, such as rotted wood, corroded metals, and deteriorated masonry and concrete. Replace materials as specified for finished Work.
- E. Remove debris and abandoned items from area and from concealed spaces.
- F. Prepare surface and remove surface finishes to provide for proper installation of new work and finishes.

#### 3.03 INSTALLATION

- A. Coordinate work of alterations and renovations to expedite completion and to accommodate District occupancy. Patch and extend existing work using skilled mechanics that are capable of matching existing quality of workmanship. Quality of patched or extended work shall be not less than that Specified for new work.
- B. Room Finishes. Complete in all respects consistent with the Contract Documents.
- C. Remove, cut, and patch Work in a manner to minimize damage and to provide a means of restoring Products and finishes to specified condition.
- D. Install Products as specified In Individual Sections.

#### 3.04 TRANSITIONS

- A. Where new Work abuts or aligns with existing, perform a smooth and even transition.
- B. Patch Work to match existing adjacent Work in texture and appearance, without breaks, steps or bulkheads.
- C. When finished surfaces are cut so that a smooth transition with new work is not possible, terminate existing surface along a straight line at a natural line of division and make recommendation to Architect.

#### 3.05 ADJUSTMENTS

- A. Where change of plane of 1/4 inch or more occurs, submit recommendation for providing a smooth transition.

- B. Where extreme change of plane of two inches or more occurs, request Instructions from Architect as to method of making transition.
- C. Trim existing doors as necessary to clear new threshold Installation. Refinish trim as required.
- D. Fit work at penetrations of surfaces as shown on drawings.

### 3.06 SALVAGED MATERIALS

- A. Salvaged Materials from existing facilities, which are specified in the Special Provisions or tagged in the field prior to the pre-bid walk-through to be salvaged, shall remain the property of the District. The Contractor shall include the removal, disassembly, preparation, marking, bundling, packaging, tagging, hauling, and stockpiling of salvaged materials or facilities to the location specified in the Special Provisions, or as directed by the District's Representative. Materials include parts, articles, and equipment of assembled facilities. Salvaging does not include the preparation of existing material that is to be reused in the work.
- B. When only specific materials from the facility are designated to be salvaged, the remaining materials from that facility shall be removed and disposed of as provided for elsewhere in the Contract Documents. Materials to be salvaged shall not be removed until their use in the existing facility is no longer required, as determined by the District's Representative.
- C. When practicable, salvaged materials shall be hauled directly to the location specified in the Special Provisions and stockpiled; however, salvaged materials may be temporarily stored at a location selected by the Contractor and approved by the District's Representative and later hauled to and stockpiled at their final location. Materials which are lost before stockpiling at their final location shall either be replaced by the Contractor, at the Contractor's expense, or, at the discretion of the District's Representative, the estimated cost of replacement may be deducted from any moneys due or to become due to the Contractor.
- D. Materials designated to be salvaged that are damaged, as determined by the District's Representative, shall be segregated from undamaged material. After review of the damaged materials by the District's Representative, all damaged materials that are rejected by the District's Representative shall become the property of the Contractor and shall be disposed of as provided elsewhere in the Contract Documents.
- E. Materials to be salvaged that are damaged as a result of the Contractor's operations shall be repaired by the Contractor, at the Contractor's expense, to the satisfaction of the District's Representative. Materials that are damaged beyond repair as a result of the Contractor's operations shall be disposed of as provided elsewhere in the Contract Documents and replaced at the Contractor's expense; or, at the discretion of the District's Representative, the estimated cost of replacement may be deducted from any moneys due or to become due to the Contractor.
- F. Replacements for lost or damaged materials shall be of the same kind and of the same or better quality and condition as the lost or damaged materials were prior to their removal. Replacement materials should also be of the same size, color, weight, etc. of the original materials. Matching or exceeding quality and condition alone may not permit the reuse of material.

### 3.07 REPAIR OF DAMAGED SURFACES

- A. Patch or replace portions of existing surfaces, which are damaged, lifted, discolored, or showing other imperfections.
- B. Repair substrate prior to patching finish.

### 3.08 FINISHES

- A. Finish surfaces as specified in Individual Product Sections.
- B. Finish patches to produce uniform finish and texture over entire area. When finish cannot be matched, refinish entire surface to nearest Intersections.

3.09 CLEANING

- A. Clean adjacent District occupied areas of work soiled by work of this Contract (See General Conditions).

END OF DOCUMENT

SECTION 01 45 00

QUALITY CONTROL

PART 1 – GENERAL

1.01 SECTION INCLUDES

- A. Quality assurance and control of installation.
- B. References.
- C. Field samples.
- D. Mock-up.
- E. Inspection and testing laboratory services.
- F. Manufacturers' field services and reports.

1.02 RELATED SECTIONS

- A. General Conditions – Article 3: The Contractor
- B. Technical Specifications

1.03 QUALITY ASSURANCE/CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, Products, services, site conditions, and workmanship, to produce Work of specified quality.
- B. Comply fully with manufacturers' instructions, including each step in sequence.
- C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Architect before proceeding.
- D. Comply with specified standards as a minimum quality for the Work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Perform work by persons qualified to produce workmanship of specified quality.
- F. Secure Products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion or disfigurement.
- G. Contractors Line of Authority: Contractor shall provide one person who shall be both knowledgeable and responsible for all work to be performed on this project at all times during normal work hours. In Contractor's absence, Contractor's appointed representative shall be responsible for all directions given him and said directions shall be binding as if given to the Contractor. Contractor's representative shall be responsible to coordinate all work to be performed.
- H. Shop and fieldwork shall be performed by mechanics skilled and experienced in the fabrication and installation of the work involved. All work on this project shall be done in accordance with the best practices of the various trades involved and in accordance with the drawings, approved shop drawings and these specifications.

- I. All work shall be erected and installed plumb, level, square and true and in proper alignment and relationship to the work of other trades. All finished work shall be free from defects. The Architect reserves the right to reject any materials and workmanship which are not considered to be up to the highest standards of the various trades involved. Such Inferior material or workmanship shall be replaced at no additional cost to the Owner.
- J. All work shall be installed by a knowledgeable contractor and defined "certified to install" by the specified materials manufacturers. The specifications and recommendations of the manufacturer whose materials are used shall be strictly adhered to during the application or installation of materials.
- K. Any additional work beyond that specified or illustrated, or any modification thereto, that is necessary for the furnishing of guarantee shall be provided by the Contractor without additional cost to the District.

#### 1.04 REFERENCES

- A. Conform to reference standards by date of issue current on date of the Contract Documents.
- B. Should specified reference standards conflict with Contract Documents, request clarification from Architect before proceeding.
- C. The contractual relationship of the parties to the Contract shall not be altered from the Contract Documents by mention or inference otherwise in any reference document.
- D. The Contractor shall be responsible for being current and knowledgeable of all building codes involved for all trades under his direction.
- E. Provide all work and materials in full accordance with the California Building Standards Code (CBC), the State Fire Marshal, Safety Orders of the Division of Industrial Safety, the National Electric Code, the Uniform Building Code, Uniform Mechanical Code, Uniform Plumbing Code, and any other applicable laws or regulations. Nothing in these plans or specifications is to be construed to permit work not conforming to these Codes.
- F. Furnish without extra charge any additional material and labor required to comply with these Rules and Regulations.

#### 1.05 FIELD SAMPLES

- A. Install field samples at the site as required by individual specifications Sections for review.
- B. Acceptable samples represent a quality level for the Work.
- C. Where field sample is specified in Individual Sections to be removed, clear area after field sample has been accepted by Architect.

#### 1.06 MOCK-UP

- A. Assemble and erect specified items, with specified attachment and anchorage devices, flashings, seals, and finishes.
- B. Where mock-up is specified in Individual Sections to be removed, clear area after mock-up has been accepted by Architect.

#### 1.07 INSPECTION AND TESTING LABORATORY SERVICES



- A. Inspection and Testing labs shall be directly employed by the District.

1.08 MANUFACTURERS FIELD SERVICES AND REPORTS

- A. Submit qualifications of observer to Architect 30 days in advance of required observations.
- B. When specified in individual specification Sections, require material or Product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust, and balance of equipment as applicable, and to initiate instructions when necessary.
- C. Individuals to report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.
- D. Submit report in duplicate within 30 days of observation to Architect for review.

PART 2 – PRODUCTS

Not Used.

PART 3 – EXECUTION

Not Used.

END OF DOCUMENT

SECTION 01 50 00

TEMPORARY FACILITIES AND CONTROLS

PART 1 – GENERAL

1.01 WORK INCLUDED

- A. Temporary Facilities and controls required for this Work include, but are not necessarily limited to:
  - 1. Parking and storage areas.
  - 2. Site fencing and security.
  - 3. Sanitary facilities.
  - 4. Final and course of construction cleanup and removal of debris.

1.02 TEMPORARY UTILITIES

- A. Contractor to provide if needed.

1.03 FIELD OFFICE/STORAGE CONTAINERS

- A. Contractor to provide if needed.

1.04 PARKING OF VEHICLES

- A. Each Contractor shall assume **all** responsibility for job site vehicle parking of his and his subcontractor's vehicles. Locations of parking shall be as directed by the Owner's Representative.

1.05 STORAGE AND LAYDOWN AREAS

- A. The Owner's Representative will coordinate use of available laydown areas among various contractors. Only areas designated by Owner's Representative can be used by Contractors. Each contractor is responsible for providing his own fenced storage facilities (trailers or cargo containers.)

1.06 TEMPORARY SITE FENCING AND SECURITY

- A. Each Contractor shall provide and maintain temporary fencing surrounding the buildings and/or rooms under construction, and staging areas. Set-up/relocation of temporary fencing shall be included for each phase of work as shown on the Preliminary Construction Schedule. Contractor is responsible for the security of all equipment, material, and completed construction items. Contractor is also responsible for securing any breeches to existing security system/building caused by his Work. Temporary measures may include watchman, temporary doors, temporary alarm, etc.

1.07 SANITARY FACILITIES

- A. Each Contractor shall provide sanitary toilet facilities for use of all Workers employed on Project, in accordance with State and Local health departments. Use of District toilet facilities will not be allowed.

1.08 CLEANUP AND REMOVAL OF DEBRIS

- A. Each Contractor shall assume all responsibility for cleanup and removal of debris created by his Scope of Work on a daily basis. No community dumpsters will be provided. In the event unidentifiable job site clutter or debris becomes a problem, at Owner's Representatives request, each contractor shall provide sufficient labor to be directed by Owner's Representatives personnel in a group cleanup effort. If a Contractor's clean-up is found to be deficient, the District may backcharge the Contractor for clean-up and/or withhold progress payments as determined appropriate by the District in accordance with General Conditions - Article 2: Owner, Section 2.2 Owner's Right to Carry Out the Work Due to Partial Default in a Specific Segregated Area of Work (Two (2) Business Day Notice to Cure and Correct).

1.09 TEMPORARY CONSTRUCTION, EQUIPMENT AND PROTECTION

- A. Contractor shall provide, maintain and remove upon completion of Work, all temporary rigging, scaffolding, hoisting equipment, rubbish chutes, ladders, barricades, lights and all other protective structures or devices necessary for safety of Workers and public property as required to complete the Bid Package Scope of Work.
1. Safety:  
The contractor is responsible for the complete safety of district personnel, students, and the general public at all times.
  2. Walkways and barricades:  
If Contractor's portion of Work interferes with pedestrian traffic, provide pedestrian walkway protection conforming to City standards and CAL OSHA requirements.
  3. Access:  
The contractor is responsible to maintain access to the buildings at all times. Temporary covered walkways and/or barricades may be required.
  4. Protection:  
Each Contractor must protect all Workers and equipment from power lines by maintaining safe distances and by providing protective devices where and as required by Industrial Safety Commission and CAL-OSHA.
  5. Temporary construction and equipment:  
All temporary construction and equipment shall conform to all regulations, ordinances, laws and other requirements of State and any other authorities having jurisdiction (including insurance companies), with regards to safety precautions, operations and fire hazards.

PART 2 – PRODUCTS  
Not Used.

PART 3 – EXECUTION  
Not Used.

END OF DOCUMENT

SECTION 01 73 29

CUTTING AND PATCHING

PART 1 – GENERAL

1.01 SECTION INCLUDES

- A. Execute cutting, fitting or patching of Work, required to:
  - 1. Make parts fit properly.
  - 2. Uncover Work to provide for installation of ill-timed Work.
  - 3. Remove and replace Work not conforming to requirements of Contract Documents.
  - 4. Remove and replace defective Work.
  - 5. Remove samples of installed Work as specified for testing.
  - 6. Remove existing materials (demolition) required prior to installation of specified Work.
  - 7. Uncover Work to provide for Architect's observation of covered Work.
- B. Do not endanger structural integrity of any Work by cutting or altering any part of it.
- C. The Contractors with structural responsibility within their scope of Work shall solely execute structural cutting and patching required for this Project, according to DSA Approved Drawings.
- D. Minor cutting and patching of finishes and/or trim will be performed by the Contractor where required for the execution of his Work. Locations of all cutting and patching (core boring, etc.) shall be reviewed and approved by the Architect, Structural Engineer and DSA Representative prior to the start of Work.
- E. Cutting, boring, saw cutting, notching or drilling through the new or existing structural elements to be done only when specifically detailed on drawings or approved by Architect, Structural Engineer and DSA Representative.
- F. The Contractor shall make the field measurements necessary for his Work and be responsible for its accuracy. Also, should any structural difficulties prevent a Contractor from installing his material properly, the District's Representative and Architect shall be notified in writing within 24 hours. Cutting into the walls, ceilings and floors, if necessary, shall be carefully and neatly performed and then be repaired as specified in the Contract Documents. The Architect shall be consulted prior to the start of Work in all cases where cutting into a structural portion of the building is either desirable or necessary so that satisfactory reinforcement may be provided.
- G. Patching of all exposed architectural finishes shall be performed under the supervision of the Inspector. Cutting and patching of existing architectural finishes shall be minimized to the extent possible through careful routing and placement of new Work. The Architect or Inspector shall have the authority to reject substandard or unacceptable patching.
- H. Patching of openings that are cut in any fire rated walls or membranes shall be sealed tightly using approved materials only. Verify that fire rating envelopes are maintained and inspections provided prior to concealing Work. Cutting and patching, if required by Agencies to verify adequacy of protection after concealment, shall be performed at no cost to the District.

1.02 RELATED SECTIONS

- A. General Conditions.
- B. Section 01 50 00: Temporary Facilities and Controls.

### 1.03 SUBMITTALS

- A. Prior to cutting which affects structural safety of Project, submit written notice to Architect requesting consent to proceed with cutting. See items "C" and "F", Section 1.01.
- B. Should conditions of Work or schedule require change of materials or methods, submit written recommendation to Architect, within 48 hours, including:
  - 1. Conditions requiring change.
  - 2. Recommendations for alternative materials or methods.
  - 3. Submittals as required for substitutions.
  - 4. Quotations of charges or credits.
- C. Submit 48-hour advance written notice to Architect (with a copy to the District's Representative) designating the time Work will be uncovered.
- D. Submit all materials to be used in cutting and patching in accordance with Special Conditions..

## PART 2 – PRODUCTS

### 2.01 MATERIALS

- A. Primary Products: Materials for replacement of Work removed are to comply with Technical Specifications and are required to match original installation.
- B. Product Substitution: For any proposed change in materials, submit request for substitution in accordance with Special Conditions.

## PART 3 – EXECUTION

### 3.01 EXAMINATION

- A. Examine existing conditions prior to commencing Work, including elements subject to movement or damage during cutting and patching.
- B. After uncovering existing Work, examine conditions affecting installation of new products and performance of Work.
- C. Beginning of cutting or patching operations means acceptance of existing conditions.

### 3.02 PREPARATION

- A. Provide means of shoring, bracing and temporary supports as required to maintain structural integrity of the Work.
- B. Provide devices, enclosures and methods to protect adjacent surfaces and areas of the property from damage, dust or disruption.
- C. Provide protection from the elements for areas, which may be exposed during cutting or patching.

- D. Maintain excavations free of water.

### 3.03 CUTTING

- A. Execute cutting, fitting and adjustment of products to permit finished installation to comply with specified tolerances and finishes.
- B. Perform cutting and demolition by methods, which will prevent damage to other Work, and will provide proper surfaces to receive installation of repairs and new Work.
- C. Uncover Work to install improperly sequenced Work.
- D. Remove and replace defective, rejected or non-conforming Work.
- E. Remove samples of installed Work for testing when requested.
- F. Provide openings in the Work for penetration of Mechanical and Electrical Work.
- G. Employ only experienced installers to perform cutting for weather exposed, moisture resistant and sight-exposed surfaces.
- H. Cut concrete, tile plaster and other rigid materials using masonry/concrete saws and core drills. Pneumatic tools are not allowed without prior approval.

### 3.04 PATCHING

- A. Execute patching to match adjacent Work.
- B. Fit products together to integrate seamlessly with adjacent Work.
- C. Execute patching by methods to avoid damage to adjacent Work, and which will provide appropriate surfaces to receive finishing Work.
- D. Employ only experienced installers to perform patching for weather exposed, moisture resistant and sight-exposed surfaces.
- E. Restore Work with new products in accordance with requirements of the Contract Documents.
- F. At penetrations of fire rated walls, partitions, ceiling or floor construction, completely seal voids with approved fire rated material in accordance with the manufacturer's installation instructions and applicable Codes.
- G. Fit Work to pipes, sleeves, ducts, conduits and other penetrations through affected surfaces neatly and leave in finished condition.
- H. All patched surfaces are to match adjacent finishes in all respects: Type, texture, thickness and color. For continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit or area.

END OF DOCUMENT

SECTION 01 74 23

FINAL CLEANING

PART 1 – GENERAL

1.01 SUMMARY

- A. General Works Package Contractor #2 is responsible for daily cleanup and a final cleaning prior to occupancy. This section only addresses the final cleaning required prior to punch listing and occupancy.
- B. Cleaning Program:
  - 1. The cleaning program shall include all construction areas and surrounding areas affected by the construction including site, exteriors of buildings / structures, roofs and interior of buildings.
  - 2. The areas to be cleaned shall be turned over to the owner in a "move-in" condition.
  - 3. All areas shall be free of all construction materials, dust, debris, markings and dirt.
  - 4. All surfaces shall be washed, cleaned and cleared of markings.
  - 5. All existing and new fixtures shall be cleaned, sanitized and ready for use.
  - 6. All new and existing hard surface floors will be stripped and waxed.

1.02 PROJECT CONDITIONS

- A. Comply fully with Federal and local environmental and antipollution regulations.
- B. Do not dispose of volatile wastes, such as mineral spirits, oil, or paint thinner, in storm or sanitary drains.
- C. Burning or burying of debris, rubbish, or other waste material on the premises is not permitted.

PART 2 – PRODUCTS

2.01 MATERIALS AND METHODS

- A. Use cleaning materials and methods which will not create hazards to health or property or cause damage to products and which are recommended by manufacturers of products to be cleaned.

PART 3 – EXECUTION

3.01 FINAL CLEANING

- A. General: Provide final cleaning operations. Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit of Work to the condition expected from a commercial building cleaning and maintenance program. Comply with manufacturer's instructions.
- B. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for the entire Project or a portion of the Project.

- 1. Clean the Project Site, yard and grounds, in areas disturbed by construction activities,

including landscape development areas, of rubbish, waste material, litter, and foreign substances.

2. Sweep paved areas broom clean. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
3. Remove petrochemical spills, stains, and other foreign deposits.
4. Remove tools, construction equipment, machinery, and surplus material from the site.
5. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
6. All walls not newly painted shall be washed to clean readily removable dirt, markings, dust, and grime.
7. Remove debris and surface dust from limited access spaces, including roofs, attics and similar spaces.
8. All existing floors shall be thoroughly stripped of old wax and have at least four (4) coats of a combination wax/sealer, or two (2) coats of sealer and four (4) coats of wax. General Works Package Contractor #2 shall submit for prior approval manufactures information on floor finish to be applied. All new floors shall have their factory seal stripped off and shall have a floor finish applied according to the recommendations of the manufacturer.
9. New carpeted areas shall be thoroughly vacuumed, including edges. Any spotting during construction shall be removed. Existing carpeted areas shall be thoroughly shampooed.
10. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other substances that are noticeable vision obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces. Clean interior and exterior of all windows.
11. Clean all Toilet Rooms thoroughly and sanitized. All wall surfaces shall be free of grime, dirt, dust, markings and graffiti. All mirrors, fixtures, and partitions will be cleaned free of dirt and markings.
12. Scrub and seal all ceramic and terrazzo floors and walls.
13. Remove labels that are not Portable labels.
14. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.
15. Wipe surfaces of mechanical and electrical equipment, elevator equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
16. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
17. Replace disposable air filters and clean Portable air filters. Clean all exposed surfaces of diffusers, registers, and grilles.



18. Clean ducts, blowers, and coils if units were operated without filters during construction.
19. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned out bulbs; defective and noisy starters in fluorescent fixtures, and defective dimming switches.
20. Leave the Project clean and ready for occupancy.
21. Removal of Protection: Remove temporary protection and facilities installed during construction to protect previously completed installations during the remainder of the construction period. Repair any damage from removal.
22. Compliances: Comply with governing regulations and safety standards for cleaning operations.
23. Remove waste materials from the site and dispose of lawfully.
24. Where extra materials of value remain after completion of associated Work, they become the Owner's property. Dispose of these materials as directed by the Owner.

END OF DOCUMENT

PART 1 - GENERAL

1.01 INCLUSION OF OTHER CONTRACT DOCUMENTS

- A. The General Conditions, Supplementary Conditions and Division 1 are fully applicable to this Section, as if repeated herein.

1.02 RELATED WORK SPECIFIED ELSEWHERE

- A. Section 01 50 00, Construction Facilities and Temporary Controls.
- B. ~~Section 31 00 00, Earthwork.~~
- C. ~~Section 31 23 33, Trenching and Backfilling.~~
- D. ~~Section 32 80 00, Irrigation~~
- E. Section 33 40 00, Site Drainage.

1.03 QUALITY ASSURANCE

- A. Use only new materials and products, unless existing materials or products are specifically shown otherwise on the Drawings to be salvaged and re-used.
- B. All materials, components, assemblies, workmanship and installation are to be observed by the Owner's Inspector of Record. Work not so inspected is subject to uncovering and replacement.
- C. ~~The representatives of the Owner's testing lab will not act as supervisor of construction, nor will they direct construction operations. Neither the presence of the Owner's testing lab representatives nor the testing by the Owner's testing lab shall excuse the contractors or subcontractors for defects discovered in their work during or following completion of the project. Correcting inadequate compaction is the sole responsibility of the contractor.~~
- D. ~~Contractor shall provide verification that asphalt mix temperature meets the requirements of this specification at time of application.~~
- E. ~~Contractor shall be solely responsible for all subgrades built. Any repairs resulting from inadequate compaction are the responsibility of the contractor.~~
- F. ~~Sieve analysis from testing laboratories identifying rock/sand percentages within the asphalt mix shall have a testing date within 90 days of contract signing.~~
- G. ~~Sieve analysis from a testing laboratory identifying rock/sand percentages within the class 2 aggregate base rock shall have a testing date within 90 days of contract signing.~~

1.04 SUBMITTALS

- A. ~~Refer to Section 01 33 00.~~
- B. Manufacturer's Data: Submit list and complete descriptive data of all products

proposed for use. Include manufacturer's specifications, published warranty or guarantee, installation instructions, and maintenance instructions.

1.05 WARRANTY

- A. Refer to General Conditions and Section 01 78 36.

1.06 REFERENCES AND STANDARDS

- A. ANSI/ASTM D698-00 - Test Methods for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures, Using 5.5 lb (2.49 Kg) Rammer and 12 inch (304.8 mm) Drop.
- B. ANSI/ASTM D1556-00 - Test Method for Density of Soil in Place by the Sand-Cone Method.
- C. ANSI/ASTM D1557-02 - Test Methods for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures Using 10 lb. (4.54 Kg) Rammer and 18 inch (457 mm) Drop.
- D. ANSI/ASTM D 3017-05 Test Methods for Moisture Content of Soils and Soil-Aggregate Mixture by Nuclear Methods (Shallow Depth).
- E. ANSI/ASTM D 4318-05 Test Method for Liquid Limit, Plastic Limit, and Plasticity Limit.
- F. CALTRANS Standard Specifications.
- G. CAL-OSHA, Title 8, Section 1590 (e).
- H. Any work within the street, highway or right-of-way shall be performed in accordance with the requirement of the governmental agencies having jurisdiction, and shall not begin until all of those governing authorities have been notified.

1.07 DELIVERY, STORAGE AND HANDLING

- A. Transport, store and handle in strict accord with the local jurisdiction.
- B. Make delivery to job when notified by Contractor verifying that the job is ready to receive the work of this Section and that arrangements have been made to properly store, handle and protect such materials and work.

1.08 PROJECT CONDITIONS

- A. Environmental Requirements:
  - 1. Base Course: Do not lay base course on muddy subgrade, during wet weather, or when atmospheric temperature is below 40 degrees F.
  - 2. Asphalt Surfacing: Do not apply asphaltic surfacing on wet base, during wet weather, or when atmospheric temperature is below 50 degrees F.

1.09 EXISTING SITE CONDITIONS

- A. Contractor shall acquaint himself with all site conditions. If unknown active utilities are encountered during work, notify Architect promptly for instructions. Failure to notify will make Contractor liable for damage to these utilities arising from Contractor's operations subsequent to discovery of such unknown active utilities.

#### 1.10 PROTECTION

- A. Adequate protection measures shall be provided to protect workmen and passers-by on and off the site. Adjacent property shall be fully protected throughout the operations. Blasting will not be permitted. Prevent damage to adjoining improvements and properties both above and below grade. Restore such improvements to original condition should damage occur. Replace trees and shrubs outside building area disturbed by operations.
- B. In accordance with generally accepted construction practices, the Contractor shall be solely and completely responsible for working conditions at the job site, including safety of all persons and property during performance of the work. This requirement shall apply continuously and shall not be limited to normal working hours.
- C. Any construction review of the Contractor's performance conducted by the owner's representative is not intended to include review of the adequacy of the Contractor's safety measures, in, on, or near the construction site.
- D. Surface Drainage: Provide for surface drainage during period of construction in manner to avoid creating nuisance to adjacent areas. The contractor shall make a reasonable effort on a daily basis to keep all excavations and the site free from water during entire progress of work, regardless of cause, source, or nature of water.
- E. Adjacent streets and sidewalks shall be kept free of mud, dirt or similar nuisances resulting from earthwork operations.
- F. The site and adjacent influenced areas shall be watered as required to suppress dust nuisance. Dust control measures shall be in accordance with the local jurisdiction.

#### 1.11 SEASONAL LIMITS

- A. No fill material shall be placed, spread or rolled during unfavorable weather conditions. When work is interrupted by rains, fill operations shall not be resumed until field tests indicate that moisture content and density of fill are satisfactory.

#### ~~1.12 TESTING~~

- ~~A. General: Refer to Section 01 40 00 - Quality Requirements.~~
- ~~B. Geotechnical Engineer: Owner is retaining a Geotechnical Engineer to determine compliance of fill with Specifications, and to direct adjustments in fill operations. Costs of Geotechnical Engineer will be borne by Owner; except those costs incurred for re-tests or re-inspection will be paid by Owner and backcharged to Contractor.~~

PART 2 - PRODUCTS

2.01 MATERIALS

- A. ~~Sterilant: Soil sterilizer shall be GIBA-GEIGY's PramatoI 25-E, Treflan EC, Thompson-Hayward Casoron, Esplanade 200 SC, or approved equal.~~
1. ~~Soil sterilizer shall be applied in strict accordance with manufacturer's instructions.~~
- B. ~~Base Course Aggregate: State Specifications, Section 26, Class 2 aggregate base (3/4" max.).~~
- C. ~~Asphalt Binder: Steam refined paving asphalt conforming to State Specifications, Section 92, viscosity grade PG 64-10. Asphalt binder additives for WMA per Caltrans approved list of manufacturer's.~~
- D. ~~Liquid Asphalt Tack Coat: Per CALTRANS section 94.~~
- E. ~~Surface Course Aggregate: Mineral aggregates for Type "B" asphalt concrete, conforming to State Specifications 39-2.02, Type B, 1/2" maximum, medium grading, 3/8" maximum grading at Playcourt.~~
- F. Seal Coat: shall be a pre-mixed asphalt emulsion blended with select fillers and fibers such as:
1. "Park-Top No. 302", Western Colloid Products.
  2. "OverKote", Reed and Gram.
  3. "Drivewalk", Conoco Oil.
- G. Wood Headers and Stakes: Pressure treated.
- H. Pavement Marking: Colors as directed by Architect. Colors of painted traffic stripes and pavement markings must comply with ASTM D 6628.
1. Waterborne traffic line - colors white, yellow and red, State specification PTWB-01R3.
  2. Waterborne traffic line for the international symbol of accessibility and other curb markings – blue, red and green, Federal specification TT-P-1952F.
- I. ~~Precast Concrete Bumpers: 3000 psi at 28 day minimum strength; 48" length unless otherwise indicated; provide with steel dowel anchors and concrete epoxy.~~
- J. Pavement Epoxy; K-Lite; Ktepx-590; Ennis Epoxy HPS2 or an approved equal.
- K. Crack Filler;
1. Cracks up to 1/2": QPR model CAR08, 10oz asphalt crack filler; Star STA-FLEX Trowel Grade crack filler or approved equal.
  2. Cracks 1/4" – 1": "Docal 1100 Viscolastic, distributed by Conoco, Inc., Elk

Grove, CA, (916) 685-9253, or approved equal.

3. Cracks greater than 1": Hot Mix, Topeka.

~~L. Reclaimed Asphalt Paugment (RAP). HMA Type A or Type B may be produced using RAP providing it does not exceed 15% of the aggregate blend.~~

## 2.02 ~~MIXES~~

~~A. General: Plant mixed conforming to State Specifications, Section 39, Type B, 1/2" maximum, medium grading. 3/8" maximum grading shall be used at hardcourt.~~

~~B. Temperature of Hot Mix Asphalt: Not less than 275 degrees F nor more than 325 degrees F when added to aggregate.~~

~~C. Temperature of Hot Mix Aggregate: Not less than 250 degrees F nor more than 325 degrees F when asphalt is added.~~

~~D. Temperature of Hot Mix Asphalt Concrete: Asphalt shall be not less than 285 degrees at time of application, nor more than 350 degrees. Asphalt not meeting the required temperature shall not be used.~~

~~E. Temperature of Warm Mix Asphalt: Mixing and placement; Per the approved manufactures heat range recommendations for mixing and placement.~~

## PART 3 - EXECUTION

### 3.01 EXAMINATION OF CONDITIONS

A. Conditions of Work in Place: Subsurfaces which are to receive materials specified under this Section shall be carefully examined before beginning work hereunder, and any defects therein shall be reported, in writing, to the Architect. Work shall not be started until such defects have been corrected. Starting of work shall imply acceptance of conditions as they exist.

### 3.02 PREPARATION

~~A. Sub Grade: Clean, shape and compact to hard surface free from elevations or depressions exceeding 0.05' in 10' from true plan. Compact per Section 310000. Compaction and moisture content shall be verified immediately prior to placement of aggregate base. Proof roll subbase in presence of geotechnical engineer prior to placement of aggregate base.~~

B. Cleaning: Existing surfaces and new surface shall be clean of all dirt, sand, oil or grease. All cracks shall be cleaned and free of all debris and vegetation. Hose down entire area with a strong jet of water to remove all debris.

### 3.03 INSTALLATION

A. Headers:

1. General: Install as edging to asphalt paving, except where adjoining existing pavement, concrete curbs, walks or building.

2. Existing Headers: Remove existing headers where new paving will join existing. Saw cut existing asphalt to provide clean edge.
3. Lines and Levels: Install true to line and grade. Cut off tops of stakes 2-inches below top of header so they will not be visible on completion of job.

~~B. Asphalt Paving:~~

- ~~1. Base Course: Install in accord with State Specifications, Section 26. Compact to relative compaction of not less than 95%, ASTM D1557. The material shall be deposited on the subgrade in such a manner as to provide a uniform section of material within five percent tolerance of the predetermined required depth. Deposition will be by spreader box or bottom dump truck to prevent segregation of the material. The material so deposited on the subgrade shall have sufficient moisture which, in the opinion of the Architect is adequate to prevent excessive segregation. It shall then be immediately spread to its planned grade and cross section. Undue segregation of material, excessive drifting or spotting of material will not be permitted. If in the opinion of the site geotechnical engineer, the material is unsuitably segregated, it shall be removed or completely reworked to provide the desired uniformity of the material.~~
  - ~~a. Moisture content and compaction of base material shall be tested immediately prior to placement of asphalt paving.~~
- ~~2. Sterilant: Apply specified material at manufacturer's recommended rate. Applicator of sterilant material shall be responsible for determining location of all planter areas. Apply specified material over entire base course area just prior to application of asphalt. Follow manufacturer's printed directions.~~
- ~~3. Liquid Asphalt Tack Coat: Apply as "tack coat" to all vertical surfaces of existing paving, curbs, walks, and construction joints in surfacing against which paving is to be placed.~~
- ~~4. Asphalt Concrete Surface Course:~~
  - ~~a. Comply with State Specifications, 39-6 except as modified below.~~
    - ~~1) Final gradation shall be smooth, uniform and free of ruts, humps, depressions or irregularities, with a minimum density of 95% of the test maximum density determined by California Test Methods #304 and 375. Maximum variation 1/8 inch in 10' when measured with steel straightedge in any one direction. Test paved areas for proper drainage by applying water to cover area. Correct portions that do not drain properly by patching with plant mix. In no case shall accessible parking spaces or loading and unloading areas exceed 2% slope in any direction.~~
    - ~~2) Asphalt material shall be delivered to the project site in a covered condition to maintain acceptable temperature. Onsite inspector shall verify temperature of asphalt upon truck arrival to the site.~~
- ~~5. Placement and adjustment of Frames, Covers, Boxes and Grates: The Contractor shall set and adjust to finish grade all proposed and existing frames, covers, boxes, and grates of all manholes, drop inlets, drain boxes, valves, cleanouts, electrical boxes and other appurtenant structures prior to placement of asphaltic concrete.~~

- ~~6. Water Testing: All paved areas shall be water tested, to check drainage, in the presence of the project inspector prior to placement of seal coat. The surface of asphalt paving shall not vary more than 1/8 inch above or below the grade established on the plans. If variations in grade are present, they will be corrected by overlaying paving and/or pavement removal and replacement as directed by the Architect.~~
- ~~7. Patching: Cut existing paving square and plumb at all edges to be joined by new paving. In trenches; grind existing asphalt on each side of trench 3" wide x 1/2 the depth of the section. Apply tack coat to vertical surfaces before installing new work. Warp carefully to flush surface, with seal over joints, and feather edge. Sawcut, remove and patch existing paving where cutting is necessary for installation of piping or conduits under Divisions 2, 15 and 16.~~

C. Seal Coat:

1. Seal coat shall be applied no sooner than 30 days from time of asphalt placement, no exceptions.
2. Surface Preparation: surface and cracks shall be clean of all dirt, sand, oil or grease. All cracks shall be filled to a level condition after curing. Make multiple fill applications until a level condition is achieved. Failure to do so will be the reason for rejection. Hose down entire area with a strong jet of water to remove all debris. Remove soft, loose, or otherwise damaged areas of asphalt concrete to full depth of damage and replace with compacted hot mix asphalt concrete as specified herein. Minor holes and imperfections may be patched using hot mix asphalt or mastic using sand/SS-1-H. Use wire brush for removal of oil and grease; prime with shellac or synthetic resin as recommended by manufacturer of pavement sealer material.
3. Seal Coat Seal Application: Thoroughly mix materials and apply in the presence of the onsite inspector. Failure to do so will be cause for rejection. Apply in accordance with manufacturer's written instructions.
  - a. The minimum application rate for each applied coat shall be 30gals per 1000 sq. ft. Two coats of sealcoat will be required.
  - b. Clean-Up and Precautions: As recommended by pavement sealer material manufacturer.

~~D. Asphalt Concrete Overlay Paving:~~

- ~~1. Comply with State Specifications, 309-6 except as modified below.~~
- ~~2. Grind or remove existing asphalt concrete paving at limits of overlay paving to provide a minimum 1 1/2" overlay thickness. Limits of grinding or removal shall be field verified to insure that finished paving surface will have a one percent minimum slope.~~
- ~~3. Thoroughly clean surface to remove vegetation, dirt, sand, gravel and water from surface and from cracks. Vegetation shall be treated 7 days prior to removal with an herbicide.~~
- ~~4. Cracks greater than 1 inch shall be filled with hot mix asphalt and rolled and compacted. Cracks less than one inch shall be filled with crack filler. Potholes shall be filled with hot mix rolled and compacted. Contractor shall have Engineer approve crack and pothole repair prior to overlay. Provide leveling courses of hot mix asphalt as required to achieve finish grades shown on the drawings.~~



- a. ~~Cracks less than one inch in width shall be level after curing. Contractor shall make multiple filling applications as necessary to achieve a level condition.~~
  5. ~~Place overlay when ambient air temperature is 40 degrees F. and rising, and when pavement is dry.~~
  6. ~~An asphalt tack coat shall be applied to existing surface area at a rate of 0.20 gallons per square yard. Application width shall be width of fabric plus 2 to 6 inches.~~
  7. ~~Place, spread and compact asphalt overlay to provide a minimum density of 95% of maximum theoretical unit weight as determined by California Test Method #304. Maximum variation 1/8" in 10' when measured with steel straight edge in any one direction. Test paved areas for proper drainage by applying water to cover area. Correct portions that do not drain properly by patching with plant mix. Minimum compacted overlay thickness 1 1/2 inches.~~
- E. Pavement Marking: pavement markings shall be done only after the seal coat has thoroughly dried. Existing surfaces to be striped with traffic paint shall be cleaned of dust, dirt, grime, oil, rust or other contaminants which will impair the quality of work or interfere with proper bond of paint coats. Surfaces shall be thoroughly cleaned by whatever means necessary that will satisfactorily accomplish the purpose without damage to asphalt concrete. Provide measured layouts, temporary markings, templates, and other means necessary to provide required marking. Prepare and apply paint in accordance with manufacturer's instructions; paint shall be applied by spray and shall achieve complete coverage free from voids and thin spots. Where indicated on the Drawings, paint parking stall strips, lettering, arrows, accessible symbols, playfield markings, etc. on asphalt concrete paving. Paint strips shall be 4 inches wide (except otherwise indicated) and applied with two (2) coats of herein specified Traffic Line Paint; white (except as otherwise specified or indicated).
1. Paints shall be delivered to the site in unopened containers.
    - a. Paint shall not be diluted, or watered down.
    - b. Paint shall be applied in 10-12 wet mil thickness (4-6 mil dried). Each coat thickness shall be verified by the project inspector.
  2. International Accessible Symbol: Symbol shall be white figures on a blue background. Blue shall be equal to color No. 15090 in Fed. Std. 595c. Lines and symbols shall be accurately formed and true to line and form; lines shall be straight and uniform in width. Painted edges shall be clean cut and free from raggedness, and corners shall be cut sharp and square. Tolerances: Apply striping within a tolerance 1/2 inch in 50 feet. Apply markings and striping to widths indicated with a tolerance of 1/4 inch on straight sections and 1/2 inch on curved sections.

F. Colors: As directed by Architect

G. ~~Precast Concrete Bumpers: Install in location where shown, using steel rebar dowels, and epoxy.~~

### 3.04 ~~DEFECTIVE ASPHALT;~~

~~Defective asphalt is as described below.~~

A. ~~Exposed rock pockets on the finished surface that lack the # 8 - #200 fines that is required per the~~

- ~~sieve analysis.~~
- B. ~~Asphalt not placed to the design grades.~~
- C. ~~Asphalt that ponds water.~~
- D. ~~Asphalt that was compacted below the minimum required temperature and is cracked.~~
- E. ~~Asphalt that fails to meet the minimum compaction requirements.~~
- F. ~~Asphalt that lacks the minimum thickness required per plan.~~
- G. ~~New asphalt contaminated by a petroleum product, or spilled paint.~~
- H. ~~Asphalt that has depressions, cracks, scored divits from dumpster wheels, heavy equipment use, heavy construction products,~~
- I. ~~Asphalt placed on pumping, unstable sub-grades.~~

3.05 CLEANING

- A. Refer to Section 01 74 00.
- B. Upon completion of work of this Section promptly remove from the working area all scraps, debris and surplus material of this Section.
- C. Clean excess material from surface of all concrete walks and utility structures.

END OF SECTION

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Aztec Way

Aztec

Aztec Way

Aztec Way

Dudley Elementary School

Catalyst Kids - Arthur Dudley

**KEY**

BP 24-06

Hardscape to be Resurfaced & Striped

Resurface Around These Areas

