

Alum Rock Union School District

CALIFORNIA UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT ("CUPCCAA")

INFORMAL BID TEMPLATE DOCUMENTS

(CONSTRUCTION CONTRACTS OVER \$60,000 AND LESS THAN \$200,000)

NOTE: NOTICE INVITING INFORMAL BIDS MUST BE MAILED TO CONTRACTORS AT LEAST 10 DAYS PRIOR TO BID OPENING.

- DOES NOT need to be advertised.
- DOES NOT require prior Board approval.
- REQUIRES:
 - Description of Project.
 - Where/How to obtain additional details.
 - Time and Place for submitting bids.

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NOTICE INVITING INFORMAL BIDS

Notice is hereby given that the governing board ("Board") of the Alum Rock Union School District ("District") will receive sealed bids for the following project, **MATHSON PAVING**, Bid No. **B2223**, Bid Package **Bonds01** ("Project" or "Contract"). The Project consists of all labor, materials equipment and services necessary to **remove and replace degraded asphalt concrete in the school quad**. Contract Documents are available as of _____, 20____, for review at the **DISTRICT OFFICE, 2930 Gay Ave., San Jose, CA 95127** and may be downloaded from the District's website, www.arusd.org, using the ["**Facilities Projects and Information**"] link.

Sealed Bids will be received until **2:00 p.m. July 8th, 2022**, at the District's Office, at or after which time the bids will be opened and publicly read aloud. All bids shall be on the form provided by the District and must be responsive.

To bid on this Project, the Bidder is required to be registered as a public works contractor with the Department of Industrial Relations and to possess one or more of the following State of California Contractor Licenses: **A, B, or C-12**. The Bidder's license(s) must remain active and in good standing throughout the term of the Contract.

A mandatory pre-bid conference and site visit will be held on **June 30th, 2022 at 9:00am** at **RENAISSANCE AT MATHSON, 2050 Kammerer Dr., San Jose, CA 95116** ("Site Visit"). All participants are required to sign-in. Failure to attend or tardiness will render bid ineligible. The Site Visit Certification will be provided at the end of the Site Visit and must be submitted with the Bid.

The successful Bidder shall be required to furnish a 100% Performance Bond and a 100% Payment Bond if it is awarded the contract for the Work. The successful Bidder may substitute securities for any monies withheld by the District to ensure performance under the Contract, in accordance with the provisions of section 22300 of the Public Contract Code.

The successful Bidder shall comply with all requirements of Division 2, Part 7, Chapter 1, of the Labor Code and Title 8 of the California Code of Regulations. For all work performed pursuant to this Contract, the Contractor and all subcontractors shall pay all workers not less than the general prevailing rate of per diem wages and for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, ("DIR") for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code. Prevailing wage rates are also available from the District or the DIR website at: <http://www.dir.ca.gov>. This Project is subject to labor compliance monitoring and enforcement by the DIR.

The Bidder and all Subcontractors under the Bidder shall comply with applicable federal, State, and local requirements relating to COVID-19 or other public health emergency/epidemic/pandemic including, if required, preparing, posting, and implementing a Social Distancing Protocol. Bidder shall further comply with the California Department of Public Health's August 11, 2021, Order requiring workers on District sites to be fully vaccinated against COVID-19, or else subject to weekly testing for COVID-19.

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

ALUM ROCK UNION SCHOOL DISTRICT

**INFORMAL BID PACKET - CUPCCAA
NOTICE INVITING INFORMAL BIDS**

INSTRUCTIONS TO BIDDERS

Contractors shall follow the instructions in this document, and shall submit all documents, forms, and information required for consideration of a Bid.

Alum Rock Union School District ("District") will evaluate information submitted by the apparent low Bidder and, if incomplete or unsatisfactory to District, Bidder's bid may be rejected at the sole discretion of District.

1. Bids are requested for a general construction contract, or work described in general, ("Work") for the following project:

MATHSON PAVING ("Project").

2. District will receive sealed Bids from Bidders as stipulated in the Notice to Bidders.
3. The District has prequalified bidders pursuant to Public Contract Code section 20111.5. Only prequalified Bidders will be eligible to submit a Bid for this Project. Any Bid submitted by a Bidder who is not prequalified shall be deemed nonresponsive and will not be considered.
4. District will receive sealed bids from bidders as stipulated in the Notice to Bidders.
 - a. All bids must be sealed in an envelope, marked with the name and address of the Bidder, name of the Project, the Project Number and/or bid number, and time of bid opening.
 - b. Bids must be submitted to the District Office by date and time shown in the Notice to Bidders.
 - c. Bids must contain all documents as required herein.
5. Bidders are advised that on the date that bids are opened, telephones will not be available at the District Offices for use by bidders or their representatives.
6. Bids will be opened at or after the time indicated for receipt of bids.
7. Bidders must submit Bids on the documents titled Bid Form and Proposal and must submit all other required District forms. Bids not submitted on the District's required forms shall be deemed nonresponsive and shall not be considered. Additional sheets required to fully respond to requested information are permissible.
8. Bidders shall not modify the Bid Form and Proposal or qualify their bids. Bidders shall not submit to the District a re-formatted, re-typed, altered, modified, or otherwise recreated version of the Bid Form and Proposal or other District-provided document.
9. Bids shall be clearly written and without erasure or deletions. District reserves the right to reject any bid containing erasures, deletions, or illegible contents.
10. Bidders must supply all information required by each Bid Document. Bids must be full and complete. District reserves the right in its sole discretion to reject any Bid as

non-responsive as a result of any error or omission in the Bid. Bidders must complete and submit all of the following documents with the Bid Form and Proposal:

- a. Bid Bond on the District's form, or other security.
 - b. Designated Subcontractors List.
 - c. Site Visit Certification, if a site visit was required.
 - d. Non-Collusion Declaration.
11. Bidders must submit with their Bids a cashier's check or a certified check payable to District, or a bid bond by an admitted surety insurer of not less than ten percent (10%) of amount of base Bid, plus all additive alternates ("Bid Bond"). If Bidder chooses to provide a Bid Bond as security, Bidder must use the required form of corporate surety provided by District. The Surety on Bidder's Bid Bond must be an insurer admitted in the State of California and authorized to issue surety bonds in the State of California. Bids submitted without necessary bid security will be deemed non-responsive and will not be considered.
 12. If Bidder to whom a contract is awarded ("Contract" or "Agreement") fails or neglects to enter into Contract and submit required bonds, insurance certificates, and all other required documents, within **SEVEN (7)** calendar days after the date of the Notice of Award, District may deposit Bid Bond, cash, cashier's check, or certified check for collection, and proceeds thereof may be retained by District as liquidated damages for failure of Bidder to enter into Contract, in the sole discretion of District. It is agreed that calculation of damages District may suffer as a result of Bidder's failure to enter into the Contract would be extremely difficult and impractical to determine and that the amount of the Bidder's required bid security shall be the agreed and conclusively presumed amount of damages.
 13. Bidders must submit with the Bid the Designated Subcontractors List for those subcontractors who will perform any portion of the Project, ("Subcontractor") including labor, rendering of service, or specially fabricating and installing a portion of the Work or improvement according to detailed drawings contained in the plans and specifications, in excess of one half of one percent (0.5%) of the total Bid. Failure to submit this list when required by law shall result in bid being deemed nonresponsive and the bid will not be considered.
 14. All of the listed subcontractors are required to be registered as a public works contractor with the Department of Industrial Relations pursuant to the Labor Code.
 - a. An inadvertent error in listing the California contractor license number on the Designated Subcontractors List shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive if the correct contractor's license number is submitted to the District within 24 hours after the bid opening and the corrected number corresponds with the submitted name and location for that subcontractor.
 - b. An inadvertent error listing an unregistered subcontractor shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive provided that any of the following apply:

- (1) The subcontractor is registered prior to the bid opening.
 - (2) The subcontractor is registered and has paid the penalty registration fee within 24 hours after the bid opening.
 - (3) The subcontractor is replaced by another registered subcontractor pursuant to Public Contract Code section 4107.
15. If a mandatory pre-bid conference and site visit ("Site Visit") is required as referenced in the Notice to Bidders, then Bidders must submit the Site Visit Certification with their Bid. District will transmit to all prospective Bidders of record such Addenda as District in its discretion considers necessary in response to questions arising at the Site Visit. Oral statements shall not be relied upon and will not be binding or legally effective. Addenda issued by the District as a result of the Site Visit, if any, shall constitute the sole and exclusive record and statement of the results of the Site Visit.
16. Bidders shall submit the Non-Collusion Declaration with their Bids. Bids submitted without the Non-Collusion Declaration shall be deemed non-responsive and will not be considered.
17. The Contractor and all Subcontractors under the Contractor shall pay all workers on all work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the Department of Industrial Relations, are available upon request at the District's principal office. Prevailing wage rates are also available on the internet at <http://www.dir.ca.gov>.
18. Submission of Bid signifies careful examination of the District's proposed Contract Documents for the Project and complete understanding of the nature, extent, and location of Work to be performed. Bidders must complete the tasks listed below as a condition to bidding, and submission of a Bid shall constitute the Bidder's express representation to District that Bidder has fully completed the following:
 - a. Bidder has visited the Site, if required, and has examined thoroughly and understood the nature and extent of the Contract Documents, Work, Project and Work sites, locality, actual conditions, as-built conditions, and all local conditions and federal, state and local laws, and regulations that in any manner may affect cost, progress, performance, or furnishing of Work or that relate to any aspect of the means, methods, techniques, sequences, or procedures of construction to be employed by Bidder and safety precautions and programs incident thereto;
 - b. Bidder has conducted or obtained and has understood all examinations, investigations, explorations, tests, reports, and studies that pertain to the subsurface conditions, as-built conditions, underground facilities, and all other physical conditions at or contiguous to the Work Site or otherwise that may affect the cost, progress, performance, or furnishing of Work, as Bidder

considers necessary for the performance or furnishing of Work at the Contract Sum, within the Contract Time, and in accordance with the other terms and conditions of Contract Documents, including specifically the provisions of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies, or similar information or data are or will be required by Bidder for such purposes;

- c. Bidder has correlated its knowledge and the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents;
- d. Bidder has given the District prompt written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in or among the Contract Documents and the actual conditions, and the written resolution(s) thereof by the District is/are acceptable to Bidder;
- e. Bidder has made a complete disclosure in writing to the District of all facts bearing upon any possible interest, direct or indirect, that Bidder believes any representative of the District or other officer or employee of the District presently has or will have in this Contract or in the performance thereof or in any portion of the profits thereof;
- f. Bidder must, prior to bidding, perform the work, investigations, research, and analysis required by this document and that Bidder represented in its Bid Form and Proposal and the Contract that it performed prior to bidding. Contractor under this Contract is charged with all information and knowledge that a reasonable bidder would ascertain from having performed this required work, investigation, research, and analysis. Bid prices must include entire cost of all work "incidental" to completion of the Work.
- g. Conditions Shown on the Contract Documents: Information as to underground conditions, as-built conditions, or other conditions or obstructions, indicated in the Contract Documents, e.g., on Drawings or in Specifications, has been obtained with reasonable care, and has been recorded in good faith. However, District only warrants, and Contractor may only rely, on the accuracy of limited types of information.
 - (1) As to above-ground conditions or as-built conditions shown or indicated in the Contract Documents, there is no warranty, express or implied, or any representation express or implied, that such information is correctly shown or indicated. This information is verifiable by independent investigation and Contractor is required to make such verification as a condition to bidding. In submitting its Bid, Contractor shall rely on the results of its own independent investigation. In submitting its Bid, Contractor shall not rely on District-supplied information regarding above-ground conditions or as-built conditions.
 - (2) As to any subsurface condition shown or indicated in the Contract Documents, Contractor may rely only upon the general accuracy of actual reported depths, actual reported character of materials, actual reported soil types, actual reported water conditions, or actual obstructions shown or indicated. District is not responsible for the

completeness of such information for bidding or construction; nor is District responsible in any way for any conclusions or opinions that the Contractor has drawn from such information; nor is the District responsible for subsurface conditions that are not specifically shown (for example, District is not responsible for soil conditions in areas contiguous to areas where a subsurface condition is shown).

- h. Conditions Shown in Reports and Drawings Supplied for Informational Purposes: Reference is made to the document entitled Geotechnical Data, and the document entitled Existing Conditions, for identification of:

- (1) Subsurface Conditions: Those reports of explorations and tests of subsurface conditions at or contiguous to the Site that have been utilized by Architect in preparing the Contract Documents; and
- (2) Physical Conditions: Those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that has been utilized by Architect in preparing the Contract Documents.
- (3) These reports and drawings are **not** Contract Documents and, except for any "technical" data regarding subsurface conditions specifically identified in Geotechnical Data and Existing Conditions, and underground facilities data, Contractor may not in any manner rely on the information in these reports and drawings. Subject to the foregoing, Contractor must make its own independent investigation of all conditions affecting the Work and must not rely on information provided by District.

19. Bids shall be based on products and systems specified in Contract Documents or listed by name in Addenda. Whenever in the Specifications any materials, process, or article is indicated or specified by grade, patent, or proprietary name, or by name of manufacturer, that Specification shall be deemed to be followed by the words "or equal." Bidder may, unless otherwise stated, offer any material, process, or article that shall be substantially equal or better in every respect to that so indicated or specified. The District is not responsible and/or liable in any way for a Contractor's damages and/or claims related, in any way, to that Contractor's basing its bid on any requested substitution that the District has not approved in advance and in writing. Contractors and materials suppliers who submit requests for substitutions prior to the award of the Contract must do so in writing and in compliance with Public Contract Code section 3400. All requests must comply with the following:

- a. District must receive any notice of request for substitution of a specified item a minimum of **TEN (10)** calendar days prior to bid opening. The Successful Bidder will not be allowed to substitute specified items unless properly noticed.
- b. Within 35 days after the date of the Notice of Award, the Successful Bidder shall submit data substantiating the request(s) for all substitution(s) containing sufficient information to assess acceptability of product or system and impact on Project, including, without limitation, the requirements specified in the Special Conditions and the Specifications. Insufficient information shall be grounds for rejection of substitution.

- c. Approved substitutions, if any, shall be listed in Addenda. District reserves the right not to act upon submittals of substitutions until after bid opening.
 - d. Substitutions may be requested after Contract has been awarded only if indicated in and in accordance with requirements specified in the Special Conditions and the Specifications.
20. Bidders may examine any available "as-built" drawings of previous work by giving District reasonable advance notice. District will not be responsible for accuracy of "as-built" drawings. The document entitled Existing Conditions applies to all supplied "as-built" drawings.
21. All questions about the meaning or intent of the Contract Documents are to be directed via email to the District to Michael Blaz, Construction Manager at michael.blaz@sixthdimensionpm.com. Interpretations or clarifications considered necessary by the District in response to such questions will be issued in writing by Addenda and emailed, faxed, mailed, or delivered to all parties recorded by the District as having received the Contract Documents. Questions received less than **SEVEN (7)** calendar days prior to the date for opening Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
22. Addenda may also be issued to modify other parts of the Contract Documents, as deemed advisable by the District.
23. Each Bidder must acknowledge each Addendum in its Bid Form and Proposal by number or its Bid shall be considered non-responsive. Each Addendum shall be part of the Contract Documents. A complete listing of Addenda may be obtained from the District.
24. The Contract may include alternates. Alternates are defined as alternate products, materials, equipment, systems, methods, or major elements of the construction that may, at the District's option and under terms established in the Contract and pursuant to section 20103.8 of the Public Contract Code, be selected for the Work.
25. The District shall award the Contract, if it awards it at all, to the lowest responsive responsible bidder based on the criteria as indicated in the Notice to Bidders. In the event two or more responsible bidders submit identical bids, the District shall select the Bidder to whom to award the Contract by lot. In the event all Bids exceed the informal bid threshold of \$200,000, the District's Governing Board may elect to pass a resolution to award the Contract at \$212,500 or less to the lowest responsible Bidder, in accordance with Public Contract Code section 22034(d).
26. Time for Completion: District may issue a Notice to Proceed within **NINETY (90)** **days** from the date of the Notice of Award. Once Contractor has received the Notice to Proceed, Contractor shall complete the Work within the period of time indicated in the Contract Documents.
- a. In the event that the District desires to postpone issuing the Notice to Proceed beyond this 90-day period, it is expressly understood that with reasonable notice to the Contractor, the District may postpone issuing the Notice to Proceed.

- b. It is further expressly understood by Contractor that Contractor shall not be entitled to any claim of additional compensation as a result of the postponement of the issuance of the Notice to Proceed beyond a 90-day period. If the Contractor believes that a postponement of issuance of the Notice to Proceed will cause a hardship to the Contractor, the Contractor may terminate the Contract. Contractor's termination due to a postponement beyond this 90-day period shall be by written notice to District within **TEN (10)** calendar days after receipt by Contractor of District's notice of postponement.
 - c. It is further understood by the Contractor that in the event that Contractor terminates the Contract as a result of postponement by the District, the District shall only be obligated to pay Contractor for the Work that Contractor had performed at the time of notification of postponement and which the District had in writing authorized Contractor to perform prior to issuing a Notice to Proceed.
 - d. Should the Contractor terminate the Contract as a result of a notice of postponement, District shall have the authority to award the Contract to the next lowest responsive responsible Bidder.
27. The Bidder to whom a Contract is awarded shall execute and submit the following documents by 5:00 p.m. of the **SEVENTH (7th)** calendar day following the date of the Notice of Award. Failure to properly and timely submit these documents entitles District to reject the bid as non-responsive.
- a. Agreement: To be executed by successful Bidder. Submit four (4) copies, each bearing an original signature.
 - b. Performance Bond (100% of Contract Price): On the form provided in the Contract Documents and fully executed as indicated on the form.
 - c. Payment Bond (100%) (Contractor's Labor and Material Bond): On the form provided in the Contract Documents and fully executed as indicated on the form.
 - d. Insurance Certificates and Endorsements, as required.
 - e. Workers' Compensation Certification.
 - f. Prevailing Wage and Related Labor Requirements Certification.
 - g. Drug-Free Workplace Certification.
 - h. Tobacco-Free Environment Certification.
 - i. Imported Materials Certification.
 - j. Criminal Background Investigation/Fingerprinting Certification.
 - k. Registered Subcontractors List: Must include Department of Industrial Relations (DIR) registration number of each subcontractor for all tiers.

I. COVID-19 Vaccination / Testing Certification

28. Any Bid protest by any Bidder regarding any other Bid must be submitted in writing to the District, before 5:00 p.m. of the **THIRD (3rd)** business day following Bid opening.

- a. Only a Bidder who has actually submitted a Bid, and who could be awarded the Contract if the bid protest is upheld, is eligible to submit a Bid protest. Subcontractors are not eligible to submit Bid protests. A Bidder may not rely on the bid protest submitted by another Bidder.
- b. A Bid protest must contain a complete statement of any and all bases for the protest and all supporting documentation. Materials submitted after the Bid protest deadline will not be considered.
- c. The protest must refer to the specific portions of all documents that form the basis for the protest.
 - (1) Without limitation to any other basis for protest, an inadvertent error in listing the California contractor's license number on the Designated Subcontractors List shall not be grounds for filing a Bid protest or grounds for considering the Bid nonresponsive if the correct contractor's license number is submitted to the District within 24 hours after the bid opening and the corrected number corresponds with the submitted name and location for that subcontractor.
 - (2) Without limitation to any other basis for protest, an inadvertent error listing an unregistered subcontractor shall not be grounds for filing a Bid protest or grounds for considering the bid nonresponsive provided that any of the following apply:
 - (i) The Subcontractor is registered prior to the Bid opening.
 - (ii) The Subcontractor is registered and has paid the penalty registration fee within 24 hours after the Bid opening.
 - (iii) The subcontractor is replaced by another registered Subcontractor pursuant to Public Contract Code section 4107.
- d. The protest must include the name, address and telephone number of the person representing the protesting party.
- e. The party filing the protest must concurrently transmit a copy of the protest and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other Bidders or proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
- f. The procedure and time limits set forth in this paragraph are mandatory and are each Bidder's sole and exclusive remedy in the event of Bid protest. Failure to comply with these procedures shall constitute a waiver of any right

to further pursue the Bid protest, including filing a Government Code Claim or legal proceedings.

29. District reserves the right to reject any or all Bids, including without limitation the right to reject any or all nonconforming, non-responsive, unbalanced, or conditional Bids, to re-bid, and to reject the Bid of any Bidder if District believes that it would not be in the best interest of the District to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by District. District also reserves the right to waive any inconsequential deviations or irregularities in any bid. For purposes of this paragraph, an "unbalanced bid" is one having nominal prices for some work items and/or enhanced prices for other work items.
30. Discrepancies between written words and figures, or words and numerals, will be resolved in favor of figures or numerals.
31. It is the policy of the District that no qualified person shall be excluded from participating in, be denied the benefits of, or otherwise be subjected to discrimination in any consideration leading to the award of contract, based on race, color, gender, sexual orientation, political affiliation, age, ancestry, religion, marital status, national origin, medical condition or disability. The Successful Bidder and its subcontractors shall comply with applicable federal and state laws, including, but not limited to the California Fair Employment and Housing Act, beginning with Government Code section 12900, and Labor Code section 1735.
32. Prior to the award of Contract, District reserves the right to consider the responsibility of the Bidder. District may conduct investigations as District deems necessary to assist in the evaluation of any bid and to establish the responsibility, including, without limitation, qualifications and financial ability of Bidders, proposed subcontractors, suppliers, and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to District's satisfaction within the prescribed time.
33. Bidder expressly acknowledges that it is familiar with and capable of complying with applicable federal, State, and local requirements relating to COVID-19 or other public health emergency/epidemic/pandemic and such costs shall be included in the bid.

END OF DOCUMENT

BID FORM AND PROPOSAL

To: Governing Board of Alum Rock Union School District ("District" or "Owner")

From: _____
(Proper Name of Bidder)

The undersigned declares that the Contract Documents, including, without limitation, the Notice to Bidders and the Instructions to Bidders, have been read, and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all work in accordance with the terms and conditions of the Contract Documents, including, without limitation, the Drawings and Specifications of Bid No. **B2223-Bonds01** ("Work") for the following project known as:

MATHSON PAVING

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

_____ dollars	\$ _____
<u>BASE BID</u>	

Additive/Deductive Alternates:
See Exhibit B – ADDITIVE ALTERNATES

Alternate #1

_____ dollars	\$ _____
Additive/Deductive	

Scope:

Task 2 E-F Corridor; Approximately 4,500 sq.ft.
Mill and overlay AC; retain two(2) tree planters with existing trees, expand planters to 5' x 5'

Alternate #2

_____ dollars	\$ _____
Additive/Deductive	

Scope:

Task 3 C-D Corridor; Approximately 4,500 sq. ft.
Mill and overlay AC; remove two small trees, expand planters to 5' x 5'

Alternate #3

_____ dollars \$ _____
Additive/Deductive

Scope:

Task 4 C-D Corridor Trees
Provide and plant two(2) new trees, 15 gallon (6-7 ft.), California Sycamore

[Contractor may provide additional additive/deductive alternates below, attach additional pages if required]

Alternate # _____

_____ dollars \$ _____
Additive/Deductive

Scope:

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Additional Detail Regarding Calculation of Base Bid

1. **Unit Prices.** The Bidder's Base Bid includes the following unit prices, which the Bidder must provide and the District may, at its discretion, utilize in valuing additive and/or deductive change orders (Unit Prices shall include all labor, materials, services, profit, overhead, insurance, bonds, taxes, and all other incidental costs of Contractor, subcontractors, and suppliers):

SCHEDULE OF UNIT PRICES

<u>Item No.</u>	<u>Description</u>	<u>Unit of Measure</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Total Cost = Unit Price x Estimated Quantity (Included in Base Bid)</u>
<u>1</u>	<u>AC Demolition</u>	<u>Sq. Ft.</u>	<u>1,000</u>	<u>\$ _____</u>	<u>\$ _____</u>
<u>2</u>	<u>New AC Overlay</u>	<u>Sq. Ft.</u>	<u>1,000</u>	<u>\$ _____</u>	<u>\$ _____</u>
<u>3</u>	<u>AC Grind and Overlay</u>	<u>Sq. Ft.</u>	<u>1,000</u>	<u>\$ _____</u>	<u>\$ _____</u>

Where scope of Work is decreased, all Work pertaining to the item, whether specifically stated or not, shall be omitted, and where scope of Work is increased, all work pertaining to that item required to render same ready for use on the Project in accordance with intentions of the Drawings and Specifications shall be included in the above agreed-upon price amount.

2. The undersigned has reviewed the Work outlined in the Contract Documents and fully understands the scope of Work required in this Proposal, understands the construction and project management function(s) as described in the Contract Documents, and that each Bidder who is awarded a contract shall be in fact a prime contractor, not a subcontractor, to the District, and agrees that its Proposal, if accepted by the District, will be the basis for the Bidder to enter into a contract with the District in accordance with the intent of the Contract Documents.
3. The undersigned has notified the District in writing of any discrepancies or omissions or of any doubt, questions, or ambiguities about the meaning of any of the Contract Documents, and has contacted the Construction Manager or other official point of contact for the District before Bid date to verify the issuance of any clarifying Addenda.
4. The undersigned agrees to commence work under this Contract on the date established in the Contract Documents and to complete all Work within the time specified in the Contract Documents.
5. **The liquidated damages clause of the Agreement is hereby acknowledged.**

6. It is understood that the District reserves the right to reject this Bid and that the Bid shall remain open to acceptance and is irrevocable for a period of ninety (90) days.
7. The following documents are attached with this Bid Form and Proposal:
 - Bid Bond on the District's form or other security
 - Registered Subcontractors List
 - Site Visit Certification
 - Non-Collusion Declaration
8. Receipt and acceptance of the following Addenda is hereby acknowledged:

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

9. Bidder acknowledges that the license required for performance of the Work is a **A, B, or C-12** license.
10. Bidder hereby certifies that Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work.
11. Bidder specifically acknowledges and understands that if it is awarded the Contract, that it shall perform the Work of the Project while complying with all requirements of the Department of Industrial Relations.
12. Bidder hereby certifies that its bid includes sufficient funds to permit Bidder to comply with all local, state or federal labor laws or regulations during the Project, including payment of prevailing wage, and that Bidder will comply with the provisions of Labor Code section 2810(d) if awarded the Contract.
13. Bidder represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the Work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the Work that may create, during the Work, unusual or peculiar unsafe conditions hazardous to persons and property.
14. Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the Work with respect to such hazards.
15. Bidder expressly acknowledges that it is familiar with and capable of complying with applicable federal, State, and local requirements relating to COVID-19 or other public health emergency/epidemic/pandemic including, if required, preparing, posting, and implementing a Social Distancing Protocol.

16. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Gov. Code, § 12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.
17. The undersigned Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents and registered as a public works contractor with the Department of Industrial Relations. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.

Furthermore, Bidder hereby certifies to the District that all representations, certifications, and statements made by Bidder, as set forth in this bid form, are true and correct and are made under penalty of perjury.

Dated this _____ day of _____ 20 _____

Name of Bidder _____

Type of Organization _____

Signature _____

Print Name _____

Title _____

Address of Bidder _____

Taxpayer's Identification No. of Bidder _____

Telephone Number _____

Fax Number _____

E-mail _____ Web page _____

Contractor's License No(s): No.: _____ Class: _____ Expiration Date: _____

No.: _____ Class: _____ Expiration Date: _____

No.: _____ Class: _____ Expiration Date: _____

Public Works Contractor Registration No.: _____

END OF DOCUMENT

BID BOND

(Note: If Bidder is providing a bid bond as its bid security, Bidder must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned, _____, as Principal ("Principal"),

and _____, as
Surety ("Surety"), a corporation organized and existing under and by virtue of the laws of the
State of California and authorized to do business as a surety in the State of California, are held
and firmly bound unto the Alum Rock Union School District ("District") of Santa Clara County,
State of California, as Obligee, in an amount equal to ten percent (10%) of the Base Bid plus
alternates, in the sum of

_____ Dollars (\$ _____)

lawful money of the United States of America, for the payment of which sum well and truly to
be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors,
and assigns, jointly and severally, firmly by these presents.

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

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

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

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

If the District awards the bid, the security of unsuccessful bidder(s) shall be returned within sixty (60) days from the time the award is made. Unless otherwise required by law, no bidder may withdraw its bid for ninety (90) days after the date of the bid opening.

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

Principal

By

Surety

By

Name of California Agent of Surety

Address of California Agent of Surety

Telephone Number of California Agent of Surety

Bidder must attach Power of Attorney and Certificate of Authority for Surety and a Notarial Acknowledgment for all Surety's signatures. The California Department of Insurance must authorize the Surety to be an admitted Surety Insurer.

END OF DOCUMENT

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

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

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

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

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

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Date: _____

Proper Name of Bidder: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

SITE VISIT CERTIFICATION

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

PROJECT: _____

Check option that applies:

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

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

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

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

Date: _____

Proper Name of Bidder: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

NON-COLLUSION DECLARATION
To Be Executed By Bidder And Submitted With Bid
Public Contract Code Section 7106

The undersigned declares:

I am the _____ of

_____, the
party making the foregoing Bid.

The Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham Bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham Bid, or to refrain from bidding. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the Bid price, or of that of any other Bidder. All statements contained in the Bid are true. The Bidder has not, directly or indirectly, submitted his or her Bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham Bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on the _____ day of _____, 20__ at _____ [city],
CALIFORNIA [state].

Date: _____

Proper Name of Bidder: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

AGREEMENT FOR CONSTRUCTION SERVICES (SMALL PROJECTS)

AGREEMENT NUMBER _____

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between _____ ("Contractor") and Alum Rock Union School District ("District") ("Contract").

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

See EXHIBIT A – SCOPE OF WORK

2. Contractor shall perform the Work at **RENAISSANCE AT MATHSON, 2050 Kammerer Dr., San Jose, CA 95116** ("Site"). The Project is the scope of Work performed at the Site.
3. Work shall be completed within **Forty-Five (45)** consecutive calendar days ("Contract Time") from the date specified in the District's Notice to Proceed.

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

4. Contractor agrees that if the Work is not completed within the Contract Time and/or pursuant to the completion schedule, construction schedule, or project milestones developed pursuant to provisions of the Contract, it is understood, acknowledged, and agreed that the District will suffer damage which is not capable of being calculated. Pursuant to Government Code section 53069.85, Contractor shall pay to the District, as fixed and liquidated damages for these incalculable damages, the sum of **One-Hundred Twenty Five (\$125.00)** per day for each and every calendar day of delay beyond the Contract Time or beyond any completion schedule, construction schedule, or project milestones established pursuant to the Contract.
5. This Contract incorporates by this reference the Terms and Conditions attached hereto. Contractor, by executing this Contract, agrees to comply with all the Terms and Conditions.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

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

☐ Notice to Bidders	☐ Lead-Product(s) Certification
☐ Instructions to Bidders	☐ Roofing Project Certification
☐ Bid Form and Proposal	☐ Registered Subcontractors List
☐ Bid Bond	☐ Insurance Certificates and Endorsements
☐ Noncollusion Declaration	☐ Performance Bond
☐ Iran Contracting Act Certification	☐ Payment Bond
☐ Designated Subcontractors List	☐ Specifications
☐ Notice to Proceed	☐ Plans
☐ Prevailing Wage Certification	☐ Special Conditions
☐ Workers' Compensation Certification	☐ Exhibit "A" ("Scope of Work")
☐ Criminal Background Investigation / Fingerprinting Certification	☐ Federal Debarment Certification
☐ Drug-Free Workplace Certification	☐ Byrd Anti-Lobbying Certification
☐ Tobacco-Free Environment Certification	☐ COVID-19 Vaccination / Testing Certification
☐ Asbestos & Other Hazardous Materials Certification	☐ _____ [Other]
	☐ _____ [Other]

7. Contractor shall not commence the Work under this Contract until the Contractor has submitted and the District has approved the performance bond, payment (labor and material) bond, the certificate(s) and the endorsement(s) of insurance required under the Terms and Conditions and the District has issued a Notice to Proceed.
8. Payment for the Work shall be made in accordance with the Terms and Conditions.
9. The Design Professional In General Responsible Charge for the Project is NOT APPLICABLE (DSA IR-22 work) ("Architect"), the construction manager on the Project is Sixth Dimension PMCM, Inc. ("Construction Manager"), and the project inspector on the Project is NOT APPLICABLE (DSA IR-22 work) ("Project Inspector"). Contractor hereby acknowledges that the Architect, the Construction Manager, the Project Inspector, and the Division of the State Architect have authority to approve and/or suspend Work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws. No work shall be carried on except with the knowledge and under the inspection of said Project Inspector. Project Inspector shall have free access to any or all parts of work at any time. Contractor shall furnish Project Inspector reasonable opportunities for obtaining such information as may be necessary to keep Project Inspector fully informed respecting progress, manner of work, and character of materials. The Contractor shall be liable for any delay caused by its non-compliant Work or its failure to provide proper notification for inspection.
10. Inspection and acceptance of the Work shall be performed by **Ed Villareal Jr., Director of MOT Department of the District or their designee.**

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

District

Alum Rock Union School District
ATTN: KOLVEIRA CHHENG
SUBJECT: B2223-Bonds01
2930 Gay Ave, San Jose, CA 95127
EMAIL: kolveira.chheng@arUSD.org

Contractor

Name: _____
ATTN: _____
[ADDRESS]
[FAX]
[EMAIL]

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

12. Contractor shall guarantee all labor and material used in the performance of this Contract for a period of one (1) year from the date of the District's written approval of the Work.
13. Each party has the full power and authority to enter into and perform this Contract, and the person signing this Contract on behalf of each party has been properly authorized and empowered to enter into this Contract.
14. By signing this Contract, Contractor certifies, under penalty of perjury, that all the information provided in the Contract Documents is true, complete, and correct.

ACCEPTED AND AGREED on the date indicated below:

Dated: _____, 20__

ALUM ROCK UNION SCHOOL DISTRICT

Signature: _____

Print Name: _____

Print Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail: _____

Dated: _____, 20__

Contractor: _____

Signature: _____

Print Name: _____

Print Title: _____

License No.: _____

Registration No.: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail: _____

Information regarding Contractor:

Type of Business Entity:

- ☐ Individual
☐ Sole Proprietorship
☐ Partnership
☐ Limited Partnership
☐ Corporation, State: _____
☐ Limited Liability Company
☐ Other: _____

Employer Identification and/or
Social Security Number

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

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

TERMS AND CONDITIONS TO AGREEMENT

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

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

13. **SAFETY AND SECURITY:** Contractor is responsible for maintaining safety in the performance of this Contract. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.
14. **CLEAN UP:** Debris shall be removed from the Site. The Site shall be in order at all times when work is not actually being performed and shall be maintained in a reasonably clean condition.
15. **PROTECTION OF WORK AND PROPERTY:** Contractor shall erect and properly maintain at all times, as required by conditions and progress of the Work, all necessary safeguards, signs, barriers, lights, and security persons for protection of workers and the public, and shall post danger signs warning against hazards created by the Work. In an emergency affecting life and safety of life or of Work or of adjoining property, Contractor, without special instruction or authorization from District, is permitted to act at his discretion to prevent such threatened loss or injury.
16. **FORCE MAJEURE:** The Contractor shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining delivery, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants, or facilities by the government, when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the Contractor.
17. **CORRECTION OF ERRORS:** Contractor shall perform, at its own cost and expense and without reimbursement from the District, any work necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care required herein. Schedule delays resulting from unauthorized work shall be Contractor's responsibility.
18. **NO RELIEF FROM OBLIGATIONS BASED ON REVIEW BY OTHER PERSONS:** Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents by act or omission of the District, Architect, Construction Manager, Project Inspector, or DSA or other entities having jurisdiction including, but not limited to, administration of the Contract, review of submittals, or by tests, observation, inspection, or permit/interconnection approvals.
19. **DISTRICT'S RIGHT TO PERFORM WORK:** If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this Contract, the District, after **FORTY-EIGHT (48)** hours' written notice to the Contractor, may make good such deficiencies, without prejudice to any other remedy it may have, including but not limited to the District hiring its own forces or another contractor to replace the Contractor's nonconforming Work, in which case the District shall either issue a deductive Change Order, a Construction Change Directive, or invoice the Contractor for the cost of that work. Contractor shall pay any invoices within thirty (30) days of receipt of same or District may withhold those amounts from payment(s) to Contractor.
20. **ACCESS TO WORK:** District representatives, Architect, and Project Inspector shall at all times have access to the Work wherever it is in preparation or in progress. Contractor shall provide safe and proper facilities for such access.
21. **OCCUPANCY:** District reserves the right to occupy buildings at any time before formal Contract completion and such occupancy shall not constitute final acceptance or approval of any part of the Work covered by this Contract, nor shall such occupancy extend the date specified for completion of the Work.
22. **PAYMENT:** On a monthly basis, Contractor shall submit an application for payment based upon the estimated value for materials delivered or services performed under the Contract as of the date of submission ("Application for Payment"). Within thirty (30) days after District's approval of the Application for Payment, Contractor shall be paid a sum equal to ninety-five percent (95%) of the value of the Work performed (as verified by Architect and Inspector and certified by Contractor) up to the last day of the previous month, less the aggregate of previous payments and amount to be withheld. The District may withhold or deduct from any payment an amount

necessary to protect the District from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the District in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop payment notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract price or by the scheduled completion date; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of the Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by District during the prosecution of the Work; (9) erroneous or false estimates by the Contractor of the value of the Work performed; (10) any sums representing expenses, losses, or damages, as determined by the District, incurred by the District for which Contractor is liable under the Contract; and (11) any other sums which the District is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including section 1727 of the California Labor Code. The failure by the District to deduct any of these sums from a progress payment shall not constitute a waiver of the District's right to such sums. The District shall retain five percent (5%) from all amounts owing as retention. Retention shall be paid pursuant to Public Contract Code sections 7107, 7200 and 7201.

23. **CHANGE IN SCOPE OF WORK:** Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted unless such change, addition, or deletion is approved in advance and in writing by a valid change order executed by the District. Contractor specifically understands, acknowledges, and agrees that the District shall have the right to request any alterations, deviations, reductions, or additions to the Project or Work, and the cost thereof shall be added to or deducted from the amount of the Contract Price by fair and reasonable valuations. Contractor also agrees to provide the District with all information requested to substantiate the cost of the change order and to inform the District whether the Work will be done by the Contractor or a subcontractor. In addition to any other information requested, Contractor shall submit, prior to approval of the change order, its request for a time extension (if any), as well as all information necessary to substantiate its belief that such change will delay the completion of the Work. If Contractor fails to submit its request for a time extension or the necessary supporting information, it shall be deemed to have waived its right to request such extension.

24. INDEMNIFICATION:

- 28.1 To the furthest extent permitted by California law, Contractor shall indemnify and hold harmless the District, its agents, representatives, officers, consultants, employees, and volunteers (the "Indemnified Parties") from any and all demands, injuries, losses, expenses, liabilities, claims, suits and actions (the "Claims") of any kind, nature, and description, including, but not limited to, attorneys' fees and costs, directly or indirectly arising from, arising out of, connected with, or resulting from, in whole or in part, the performance of this Contract unless the Claims are caused wholly by the sole or active negligence or willful misconduct of the Indemnified Parties and/or defects in design furnished by the Architect, as found by a court or arbitrator of competent jurisdiction, in which case the Contractor's indemnification and hold harmless obligation shall be reduced by the proportion of the Indemnitees' and/or Architect's liability.
- 28.2 Contractor shall also, to the furthest extent permitted by California law, defend the Indemnified Parties at Contractor's own expense, including attorneys' fees and costs, from any and all Claims directly or indirectly arising from, arising out of, connected with, or resulting from the performance of this Contract unless the claims are caused wholly by the sole or active negligence or willful misconduct of the Indemnified Parties and/or defects in design furnished by the Architect, as found by a court or arbitrator of competent jurisdiction, in which case, without impacting Contractor's obligation to provide an immediate and ongoing defense of the Indemnified Parties, the Contractor's defense obligation shall be retroactively reduced by the proportion of the Indemnitees' and/or Architect's liability. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the District.
- 28.3 Pursuant to Public Contract Code section 9201, the District shall provide timely notification

to Contractor of the receipt of any third-party claim relating to this Contract. The District shall be entitled to recover its reasonable costs incurred in providing said notification.

- 28.4 If the Indemnitees provide their own defense due to failure to timely respond to tender of defense, rejection of tender of defense, or conflict of interest of proposed counsel, Contractor shall reimburse Indemnitees for any expenditures, including reasonable attorney's fees and costs.
- 28.5 The District may retain so much of the moneys due the Contractor as shall be considered necessary, until disposition of any such suit, claims or actions for damages or until the District has received written agreement from the Contractor that it will unconditionally defend the Indemnified Parties, and pay any damages due by reason of settlement or judgment.
- 28.6 The Contractor's defense and indemnification obligations hereunder shall survive the completion of Work, including the warranty/guarantee period, and the termination of the Contract.
25. **PAYMENT BOND AND PERFORMANCE BOND:** Contractor shall not commence the Work until it has provided to the District, in a form acceptable to the District, a Payment (Labor and Material) Bond and a Performance Bond, each in an amount equivalent to one hundred percent (100%) of the Contract Price issued by a surety admitted to issue bonds in the State of California and otherwise acceptable to the District.

26. **CONTRACTOR'S INSURANCE:**

- 30.1 The Contractor shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits not less than the amount indicated below. If Contractor normally carries insurance in an amount greater than the minimum amounts required by District, that greater amount shall become the minimum required amount of insurance for purposes of the Contract. Therefore, Contractor hereby acknowledges and agrees that all insurance carried by it shall be deemed liability coverage for all actions it performs in connection with the Contract.

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

30.1.1 **Commercial General Liability and Automobile Liability Insurance.**

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

30.1.2 **Workers' Compensation and Employers' Liability Insurance.**

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

performing any portion of the Services.

- 30.2 **Proof of Insurance.** The Contractor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:
- 30.2.1 A clause stating: "This policy shall not be canceled until notice has been mailed to the District, stating date of cancellation. Date of cancellation shall not be less than thirty (30) days after date of mailing notice."
 - 30.2.2 Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation notice will be sent, and length of notice period.
 - 30.2.3 An endorsement stating that the District and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, and Employers' Liability Insurance.
 - 30.2.4 All policies except the Workers' Compensation Insurance, and Employers' Liability Insurance Policies shall be written on an occurrence form.
 - 30.2.5 An endorsement stating that Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by District.
 - 30.2.6 An endorsement stating that there shall be a waiver of any subrogation.
 - 30.2.7 Contractor's insurance limit shall apply separately to each insured against whom a claim is made or suit is brought.
- 30.3 **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the District.
27. **WARRANTY/QUALITY:** Unless a longer warranty is called for elsewhere in the Contract Documents, the Contractor, manufacturer, or their assigned agents shall guarantee the workmanship, product or service performed against defective workmanship, defects or failures of materials for a minimum period of one (1) year from filing the Notice of Completion with the county in which the Site is located. All workmanship and merchandise must be warranted to be in compliance with applicable California energy, conservation, environmental, and educational standards.
28. **CONFIDENTIALITY:** The Contractor shall maintain the confidentiality of all information, documents, programs, procedures, and all other items that Contractor encounters while performing the Contractor's Work to the extent allowed by law. This requirement shall be ongoing and shall survive the expiration or termination of this Contract and specifically includes all student, parent, and disciplinary information.
29. **LIMITATION OF DISTRICT LIABILITY:** District's financial obligations under this Contract shall be limited to the payment of the compensation provided in this Contract. Notwithstanding any other provision of this Contract, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, or lost bonding capacity, arising out of or in connection with this Contract for the services performed in connection with this Contract.
30. **COMPLIANCE WITH LAWS:** Contractor shall give all notices and comply with all laws, ordinance, rules and regulations bearing on conduct of the Work as indicated or specified. If Contractor observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.
31. **LABOR CODE REQUIREMENTS:** Contractor represents that Contractor and all Subcontractors shall not be presently debarred, suspended, proposed for disbarment, declared ineligible or

excluded pursuant to either Labor Code section 1777.1 or Labor Code section 1777.7. The Contractor shall comply with all applicable provisions of the California Labor Code, Division 3, Part 7, Chapter 1, Articles 1 – 5, including, without limitation, the payment of the general prevailing per diem wage rates for public work projects of more than one thousand dollars (\$1,000). Copies of the prevailing rate of per diem wages are on file with the District or available online at <http://www.dir.ca.gov/>. In addition, the Contractor and each subcontractor shall comply with Chapter 1 of Division 2, Part 7 of the California Labor Code, beginning with Section 1720, and including Section 1735, 1777.5 and 1777.6, forbidding discrimination, and Sections 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Contractor or subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive public works contracts.

- 35.1 **Registration:** Contractor and its subcontractor(s) shall be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 and in accordance with Labor Code section 1771.1.
- 35.2 **Registered Subcontractor List:** Within 30 days of the award of contract or prior to commencing the Work under this Contract, whichever occurs first, Contractor shall provide District all information required by Labor Code section 1773.3, as amended by Stats. 2017, Ch. 28, Sec. 21, for Company and all tiers of Subcontractors to enable District to provide notice to the Department of Industrial Relations (DIR) of the Contract (PWC-100 form). Contractor shall submit and maintain an updated Registered Subcontractor List including all Subcontractors of any tier furnishing labor, material, or equipment to the Project.
- 35.3 **Certified Payroll Records:** Contractor and its subcontractor(s) shall upload certified payroll records ("CPR") electronically using California Department of Industrial Relations' (DIR) eCPR System by uploading the CPRs by electronic XML file or entering each record manually using the DIR's iform (or current form) online directly to the DIR on no less than every 30 days while Work is being performed and within 30 days after the final day of Work performed on the Project, and within ten (10) days of any request by the District or Labor Commissioner at <http://www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html> or current application and URL, showing the name, address, social security number, work classification, straight time, and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Contractor and/or each subcontractor in connection with the Work.
- 35.4 **Labor Compliance:** Contractor shall perform the Work of the Project while complying with all the applicable regulations, including section 16000, et seq., of Title 8 of the California Code of Regulations and is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations.
32. **ANTI-DISCRIMINATION:** Contractor herein agrees to comply with the provisions of the California Fair Employment and Housing Act as set forth in part 2.8 of division 3 of the California Government Code, commencing at section 12900; the Federal Civil Rights Act of 1964, as set forth in Public Law 88-352, and all amendments thereto; Executive Order 11246; and all administrative rules and regulations found to be applicable to Contractor and all of its subcontractors. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).
33. **ANTI-TRUST CLAIM:** Contractor and its subcontractor(s) agree to assign to the District all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or a subcontract. This assignment shall be made and become effective at the time the District tenders final payment to the Contractor, without further acknowledgment by the parties.
34. **CONTRACTOR CLAIMS:** In the event of any demand by Contractor for (A) a time extension, including, without limitation, for relief from damages or penalties for delay assessed by the District under the Contract, (B) payment by the District of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Contract and payment of which is not otherwise expressly provided for or to which Contractor is not otherwise entitled to, or (C) an amount of

payment disputed by the District, the parties shall attempt to resolve the dispute by those procedures set forth in Public Contract Code section 9204 and/or Article 1.5 (commencing with section 20104) of Chapter 1, Part, 3, Division 2, of the Public Contract Code, if applicable, the provisions of which are each attached hereto and incorporated herein by this reference. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Contractor shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Contractor's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the Contractor submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process. Pending resolution of the dispute, Contractor and its subcontractors shall continue to perform the Work under the Contract and shall not cause a delay of the Work, including the disputed work, during any dispute, claim, negotiation, mediation, or arbitration proceeding, except by written agreement of the District.

35. **ATTORNEY FEES/COSTS:** Should litigation be necessary to enforce any terms or provisions of this Contract, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
36. **TERMINATION:** If Contractor fails to perform the Services and Contractor's duties to the satisfaction of the District, or if Contractor fails to fulfill in a timely and professional manner Contractor's obligations under this Contract, or if Contractor violates any of the terms or provisions of this Contract, District shall have the right to terminate this Contract and/or Contractor's right to perform the Work of the Contract for cause effective immediately upon the District giving written notice thereof to the Contractor. The Contractor and its performance bond surety, if any, shall be liable for all damages caused to the District by reason of the Contractor's failure to perform and complete the Contract. District shall also have the right in its sole discretion to terminate the Contract and/or Contractor's right to perform the Work of the Contract for its own convenience upon District giving three (3) days' written notice thereof to the Contractor. In case of a termination for convenience, Contractor shall be paid for the actual cost for labor, materials, and services performed including, without limitation, Contractor's and its subcontractor(s)' mobilization and or demobilization costs, that is unpaid and can be documented through timesheets, invoices, receipts, or otherwise. Termination shall have no effect upon any of the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of termination. In the event termination for cause is determined to have not been for cause, the termination shall be deemed to have been a termination for convenience effective as of the same date as the purported termination for cause.
37. **ASSIGNMENT OF CONTRACT:** Contractor shall not assign or transfer in any way any or all of its rights, burdens, duties, or obligations under this Contract without the prior written consent of the District.
38. **TIME IS OF THE ESSENCE:** Time is of the essence in the performance of and compliance with each of the provisions and conditions of this Contract.
39. **CALCULATION OF TIME:** For the purposes of this Contract, "days" refers to calendar days unless otherwise specified.
40. **GOVERNING LAW:** This Contract shall be governed by and construed in accordance with the laws of the State of California with venue of any action in a County in which the District administration office is located.
41. **BINDING CONTRACT:** This Contract shall be binding upon the parties hereto and upon their successors and assigns, and shall inure to the benefit of said parties and their successors and assigns.
42. **DISTRICT WAIVER:** District's waiver of any term, condition, covenant or waiver of a breach of any term, condition or covenant shall not constitute the waiver of any other term, condition or covenant or the waiver of a breach of any other term, condition or covenant.
43. **CAPTIONS AND INTERPRETATIONS:** Paragraph headings in this Contract are used solely for convenience, and shall be wholly disregarded in the construction of this Contract. No provision of this Contract shall be interpreted for or against a party because that party or its legal

representative drafted such provision, and this Contract shall be construed as if jointly prepared by the parties.

44. **INVALID TERM:** If any provision of this Contract is declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining parts, terms and provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, term or provision will be deemed not to be a part of this Contract.
45. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED:** Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included therein.
46. **ENTIRE CONTRACT:** This Contract sets forth the entire agreement between the parties hereto and fully supersedes any and all prior agreements, understandings, written or oral, between the parties hereto pertaining to the subject matter thereof.
47. **NO ORAL MODIFICATIONS:** No oral agreement or conversation with any officer, agent, or employee of District, either before or after execution of Contract, shall affect or modify any of the terms or obligations contained in any of the documents comprising the Contract.

Public Contract Code section 9204

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

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

(c) For purposes of this section:

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

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

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

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

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

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

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

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

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

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

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

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

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

(vii) The High-Speed Rail Authority.

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

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

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

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

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

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2) (A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

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

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

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

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

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

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

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

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

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

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

Public Contract Code sections 20104 – 20104.6

§ 20104.

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

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

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

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

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

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

§ 20104.2.

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

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

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

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

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

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

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

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

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

(e) Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

(f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

§ 20104.4.

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

(a) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

(b) (1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

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

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

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

§ 20104.6.

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

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

END OF DOCUMENT

PERFORMANCE BOND
(100% OF CONTRACT PRICE)

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

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the Governing Board ("Board") of the Alum Rock Union School District ("District") and _____ ("Principal") have entered into a contract ("Agreement") for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

_____ (Project Name)

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

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

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

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

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

The condition of the obligation is such that, if the above bounden Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the Agreement and any alteration thereof made as therein provided, on his or its part to be kept and performed at the time and in the intent and meaning, including all contractual guarantees and warranties of materials and workmanship, and shall indemnify and save harmless the District, its trustees, officers and agents, as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and virtue.

Surety expressly agrees that the District may reject any contractor or subcontractor proposed by Surety to fulfill its obligations in the event of default by the Principal. Surety shall not utilize Principal in completing the Work nor shall Surety accept a Bid from Principal for completion of the Work if the District declares the Principal to be in default and notifies Surety of the District's objection to Principal's further participation in the completion of the Work.

As a condition precedent to the satisfactory completion of the Agreement, the above obligation shall hold good for a period equal to the warranty and/or guarantee period of the Agreement, during which time Surety's obligation shall continue if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the District from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the District's rights or the Contractor or Surety's obligations under the Agreement, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

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

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the _____ day of _____, 20____.

(Affix Corporate Seal)

Principal

By

Surety

By

Name of California Agent of Surety

Address of California Agent of Surety

Telephone No. of California Agent of Surety

Contractor must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.

END OF DOCUMENT

PAYMENT BOND

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

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

KNOW ALL PERSONS BY THESE PRESENTS:

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

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

WHEREAS, pursuant to law and the Contract, the Principal is required, before entering upon the performance of the Work, to file a good and sufficient bond with the body by which the Agreement is awarded in an amount equal to one hundred percent (100%) of the Contract price, to secure the claims to which reference is made in sections 9000 through 9510 and 9550 through 9566 of the Civil Code, and division 2, part 7, of the Labor Code.

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

The condition of this obligation is that if the Principal or any of his or its subcontractors, of the heirs, executors, administrators, successors, or assigns of any, all, or either of them shall fail to pay for any labor, materials, provisions, provender, or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal or any of his or its subcontractors of any tier under Section 13020 of the Unemployment Insurance Code with respect to such work or labor, that the Surety will pay the same in an amount not exceeding the amount herein above set forth, and also in case suit is brought upon this bond, will pay a reasonable attorney's fee to be awarded and fixed by the Court, and to be taxed as costs and to be included in the judgment therein rendered.

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

ALUM ROCK UNION SCHOOL DISTRICT

**INFORMAL BID PACKET - CUPCCAA
PAYMENT BOND - 1**

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

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

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the _____ day of _____, 20____.

(Affix Corporate Seal)

Principal

By

Surety

By

Name of California Agent of Surety

Address of California Agent of Surety

Telephone No. of California Agent of Surety

Contractor must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.

END OF DOCUMENT

SPECIAL CONDITIONS COVER PAGE

THIS DOCUMENT MUST BE ADAPTED FOR EACH PROJECT – Delete any provision that is not applicable.

***** THIS LIST OF SPECIAL CONDITION PROVISIONS IS FOR REFERENCE ONLY. DELETE THIS PAGE BEFORE USING THIS DOCUMENT. *****

1. Mitigation Measures
2. Modernization Projects
3. Badge Policy for Contractors
4. Substitution for Specified Items
5. Permits, Certificates, Licenses, Fees, Approval
6. COVID-19 Safety Requirements
7. COVID-19 Vaccination / Testing Requirements
8. ~~Federal Funds—Wages~~
9. ~~Federal Funds—Debarment~~
10. ~~Federal Funds—Byrd Anti-Lobbying~~
11. ~~Federal Funds—Procurement of recovered materials~~
12. ~~Federal Funds—Domestic preferences for procurements~~

END OF DOCUMENT

SPECIAL CONDITIONS

1. Mitigation Measures

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

2. Modernization Projects

2.1. Access. Access to the school buildings and entry to buildings, classrooms, restrooms, mechanical rooms, electrical rooms, or other rooms, for construction purposes, must be coordinated with District and onsite District personnel before Work is to start. Unless agreed to otherwise in writing, only a school custodian will be allowed to unlock and lock doors in existing building(s). The custodian will be available only while school is in session. If a custodian is required to arrive before 7:00 a.m. or leave after 3:30 p.m. to accommodate Contractor's Work, the overtime wages for the custodian will be paid by the Contractor, unless at the discretion of the District, other arrangements are made in advance.

2.2. Master Key. Upon request, the District may, at its own discretion, provide a master key to the school site for the convenience of the Contractor. The Contractor agrees to pay all expenses to re-key the entire school site and all other affected District buildings if the master key is lost or stolen, or if any unauthorized party obtains a copy of the key or access to the school.

2.3. Maintaining Services. The Contractor is advised that Work is to be performed in spaces regularly scheduled for instruction. Interruption and/or periods of shutdown of public access, electrical service, water service, lighting, or other utilities shall be only as arranged in advance with the District. Contractor shall provide temporary services to all facilities interrupted by Contractor's Work.

2.4. Maintaining Utilities. The Contractor shall maintain in operation during duration of Contract, drainage lines, storm drains, sewers, water, gas, electrical, steam, and other utility service lines within working area.

2.5. Confidentiality. Contractor shall maintain the confidentiality of all information, documents, programs, procedures and all other items that Contractor encounters while performing the Work. This requirement shall be ongoing and shall survive the expiration or termination of this Agreement and specifically includes, without limitation, all student, parent, and employee disciplinary information and health information.

2.6. Work During Instructional Time. By submitting its bid, Contractor affirms that Work may be performed during ongoing instruction in existing facilities. If so, Contractor agrees to cooperate to the best of its ability to minimize any disruption to school operations and any use of school facilities by the public up to, and including, rescheduling specific work activities, at no additional cost to District.

2.7. No Work During Student Testing. Contractor shall, at no additional cost to the District and at the District's request, coordinate its Work to not disturb District

students including, without limitation, not performing any Work when students at the Site are taking State or Federally-required tests.

3. Badge Policy For Contractors

3.1. All Contractors doing work for the District will provide their workers with identification badges. These badges will be worn by all members of the Contractor's staff who are working in a District facility. Badges must be filled out in full and contain the following information:

3.1.1. Name of Contractor

3.1.2. Name of Employee

3.1.3. Contractor's address and phone number

3.2. Badges are to be worn when the Contractor or his/her employees are on site and must be visible at all times. Contractors must inform their employees that they are required to allow District employees, the Architect, the Construction Manager, the Program Manager, or the Project Inspector to review the information on the badges upon request.

3.3. Continued failure to display identification badges as required by this policy may result in the individual being removed from the Project or assessment of fines against the Contractor.

4. Substitution for Specified Items

Replace paragraph 8 in the Terms and Conditions to Agreement with the following provisions:

8.1 Whenever in the Specifications any materials, process, or article is indicated or specified by grade, patent, or proprietary name, or by name of manufacturer, that Specification shall be deemed to be followed by the words "or equal." Contractor may, unless otherwise stated, offer any material, process, or article that shall be substantially equal or better in every respect to that so indicated or specified.

8.1.1 If the material, process, or article offered by Contractor is not, in the opinion of the District, substantially equal or better in every respect to that specified, then Contractor shall furnish the material, process, or article specified in the Specifications without any additional compensation or change order.

8.1.2 This provision shall not be applicable with respect to any material, product, thing or service for which District made findings and gave notice in accordance with Public Contract Code section 3400(c); therefore, Contractor shall not be entitled to request a substitution with respect to those materials, products or services.

8.2 A request for a substitution shall be submitted as follows:

8.2.1 Contractor shall notify the District in writing of any request for a substitution at least ten (10) days prior to bid opening as indicated in the Instructions to Bidders.

8.3 Within 35 days after the date of the Notice of Award, Contractor shall provide data substantiating a request for substitution of "an equal" item, including but not limited to the following:

8.3.1 All variations of the proposed substitute from the material specified including, but not limited to, principles of operation, materials, or construction finish, thickness or gauge of materials, dimensions, weight, and tolerances;

8.3.2 Available maintenance, repair or replacement services;

8.3.3 Increases or decreases in operating, maintenance, repair, replacement, and spare parts costs;

8.3.4 Whether or not acceptance of the substitute will require other changes in the Work (or in work performed by the District or others under Contract with the District); and

8.3.5 The time impact on any part of the Work resulting directly or indirectly from acceptance of the proposed substitute.

8.4 No substitutions shall be made until approved, in writing, by the District. The burden of proof as to equality of any material, process, or article shall rest with Contractor. The Contractor warrants that if substitutes are approved:

8.4.1 The proposed substitute is equal or superior in all respects to that specified, and that such proposed substitute is suitable and fit for the intended purpose and will perform adequately the function and achieve the results called for by the general design and the Contract Documents;

8.4.2 The Contractor provides the same warranties and guarantees for the substitute that would be provided for that specified;

8.4.3 The Contractor shall be fully responsible for the installation of the substitute and any changes in the Work required, either directly or indirectly, because of the acceptance of such substitute, with no increase in Contract Price or Contract Time. Incidental changes or extra component parts required to accommodate the substitute will be made by the Contractor without a change in the Contract Price or Contract Time;

8.4.4 The Contractor shall be responsible for any re-design costs occasioned by District's acceptance and/or approval of any substitute; and

8.4.5 The Contractor shall, in the event that a substitute is less costly than that specified, credit the District with one hundred percent (100%) of the net difference between the substitute and the originally specified material. In this event, the Contractor agrees to execute a deductive Change Order to reflect that credit.

8.5 In the event Contractor furnishes a material, process, or article more expensive than that specified, the difference in the cost of that material, process, or article so furnished shall be borne by Contractor.

8.6 In no event shall the District be liable for any increase in Contract Price or Contract Time due to any claimed delay in the evaluation of any proposed substitute or in the acceptance or rejection of any proposed substitute.

8.7 Contractor shall be responsible for any costs the District incurs for professional services, DSA fees, or delay to the Project Schedule, if applicable, while DSA reviews changes for the convenience of Contractor and/or to accommodate Contractor's means and methods. District may deduct those costs from any amounts owing to the Contractor for the review of the request for substitution, even if the request for substitution is not approved. District, at its sole discretion, shall deduct from the payments due to and/or invoice Contractor for all the professional services and/or DSA fees or delay to the Project Schedule, if applicable, while DSA reviews changes for the convenience of Contractor and/or to accommodate Contractor's means and methods arising herein.

5. Permits, Certificates, Licenses, Fees, Approvals

Insert paragraph 4.1 in the Terms and Conditions to Agreement with the following provisions:

4.1 Payment for Permits, Certificates, Licenses, Approvals and Fees. Contractor shall secure and pay for all permits, licenses, approvals, and certificates necessary for the prosecution of the Work except for the following: **NONE APPLICABLE**

6. COVID-19 Safety Requirements

Contractor shall, at its cost, timely comply with all applicable federal, State, and local requirements relating to COVID-19 or other public health emergency/epidemic/pandemic. Further, except to the extent the Order provides otherwise, Contractor and Contractor's personnel, subcontractors and suppliers shall continue to comply with all applicable terms in the California Department of Public Health's State Public Health Officer Orders.

7. COVID-19 Vaccination/Testing Requirements

Vaccination Requirements

Contractor shall fill out, sign, date and submit to District the COVID-19 Vaccination/Testing Certification Form, attached hereto.

According to the August 11, 2021, California Department of Public Health ("CDPH") State Public Health Officer Order ("Order"), a person is "fully vaccinated" for COVID-19 if two weeks or more have passed since they have received the second dose in a 2-dose series (Pfizer-BioNTech or Moderna or vaccine authorized by the World Health Organization), or two weeks or more have passed since they received a single-dose vaccine (Johnson and Johnson[J&J]/Janssen).

Pursuant to the CDPH Guidance for Vaccine Records Guidelines & Standards, Contractor shall only accept the following as proof of vaccination:

(a) COVID-19 Vaccination Record Card (issued by the Department of Health and Human Services Centers for Disease Control & Prevention or WHO Yellow Card which includes name of person vaccinated, type of vaccine provided and date last dose administered);

(b) a photo of a Vaccination Record Card as a separate document;

(c) a photo of a Vaccination Record Card stored on a phone or electronic device;

(d) documentation of COVID-19 vaccination from a health care provider;

(e) digital record that includes a QR code that when scanned by a SMART Health Card reader displays to the reader name, date of birth, vaccine dates and vaccine type; or

(f) documentation of vaccination from other contracted employers who follow these vaccination records guidelines and standards.

In the absence of knowledge to the contrary, Contractor may accept the documentation presented in (a) through (f) above as valid.

Contractor shall have a plan in place for tracking verified Contractor personnel vaccination status. Records of vaccination verification must be made available, upon request, to the local health jurisdiction for purposes of case investigation.

Contractor personnel, including any and all tiers of subcontractor, supplier, and any other personnel entering the Project site, who are not fully vaccinated, or for whom vaccine status is unknown or documentation is not provided, must be considered unvaccinated.

Weekly Testing Requirements

Contractor shall ensure that Contractor personnel, including any and all tiers of subcontractor, supplier, and any other worker entering the Project site, who are unvaccinated or who are not fully vaccinated are required to undergo diagnostic screening testing, as specified below:

(a) Contractor personnel may be tested with either antigen or molecular tests to satisfy this requirement, but unvaccinated or incompletely vaccinated workers must be tested at least once weekly with either PCR testing or antigen testing. Any PCR (molecular) or antigen test used must either have Emergency Use Authorization by the U.S. Food and Drug Administration or be operating per the Laboratory Developed Test requirements by the U.S. Centers for Medicare and Medicaid Services.

(b) Unvaccinated or not fully vaccinated Contractor personnel must also observe all other infection control requirements, and are not exempted from the testing requirement even if they have a medical contraindication to vaccination, since they are still potentially able to spread the illness. Previous history of COVID-19 from which the individual recovered more than 90 days earlier, or a previous positive antibody test for COVID-19, do not waive this requirement for testing.

Contractor shall have a plan in place for tracking test results and conducting workplace contact tracing, and must report results to local public health departments, if applicable.

END OF DOCUMENT

WORKERS' COMPENSATION CERTIFICATION

PROJECT/CONTRACT NO.: _____ between Alum Rock Union School District ("District") and _____ ("Contractor" or "Bidder") ("Contract" or "Project").

Labor Code section 3700, in relevant part, provides:

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

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

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

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

END OF DOCUMENT

**PREVAILING WAGE AND
RELATED LABOR REQUIREMENTS CERTIFICATION**

PROJECT/CONTRACT NO.: _____ between Alum Rock Union School District ("District") and _____ ("Contractor" or "Bidder") ("Contract" or "Project").

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

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

DRUG-FREE WORKPLACE CERTIFICATION

PROJECT/CONTRACT NO.: _____ between Alum Rock Union School District ("District") and _____ ("Contractor" or "Bidder") ("Contract" or "Project").

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

The District is not a "state agency" as defined in the applicable section(s) of the Government Code, but the District is a local agency and public school district under California law and requires all contractors on District projects to comply with the provisions and requirements of Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990.

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

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

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

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

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

I acknowledge that I am aware of the provisions of Government Code section 8350 et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990 and Health and Safety Code section 11362.3.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

IMPORTED MATERIALS CERTIFICATION

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

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

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

Name of firm ("Firm"): _____

Mailing address: _____

Addresses of branch office used for this Project: _____

If subsidiary, name and address of parent company: _____

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

Date: _____

Proper Name of Firm: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

TOBACCO-FREE ENVIRONMENT CERTIFICATION

PROJECT/CONTRACT NO.: _____ between Alum Rock Union School District ("District") and _____ ("Contractor" or "Bidder") ("Contract" or "Project").

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

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

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

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

CRIMINAL BACKGROUND
INVESTIGATION/ FINGERPRINTING CERTIFICATION

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

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

- ☐ Pursuant to Education Code section 45125.2(a), Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Contractor's employees, Subcontractors or suppliers and District pupils at all times; and/or
- ☐ Pursuant to Education Code section 45125.2(a), Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice ("DOJ") has ascertained, or as described below, will ascertain, has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor's and its subcontractors' or suppliers' employees is:

Name: _____

Title: _____

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

- ☐ Pursuant to Education Code section 45125.2(a), the District will take appropriate steps to protect the safety of any pupils that may come in contact with Contractor's employees, subcontractors or suppliers so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.2 shall not apply to Contractor under the Contract.
- ☐ The Work on the Contract is either (i) at an unoccupied school site and no employee of Contractor and/or subcontractor or supplier of any tier of the Contract shall come in contact with the District pupils or (ii) if Contractor's employees or any subcontractor or supplier of any tier of the Contract interacts with pupils, outside of the immediate supervision and control of the pupil's parent or guardian or a school employee, the District will take appropriate steps to protect the safety of any pupils that may come in contact with Contractor's employees, subcontractors or suppliers so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Contractor under the Contract.

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

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

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

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

[CONTINUED ON NEXT PAGE]

ATTACHMENT "A"

List of Employees/Subcontractors

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

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

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

REGISTERED SUBCONTRACTORS LIST
(Labor Code Section 1771.1)

PROJECT: _____

Date Submitted (for Updates): _____

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

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

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

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

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DIR Registration #: _____
Portion of Work: _____

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DIR Registration #: _____
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Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Date: _____

Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

COVID-19 VACCINATION/TESTING CERTIFICATION

Contractor: _____

The California Department of Public Health ("CDPH") requires, pursuant to its August 11, 2021, Order ("Order"), that all public and private schools serving students in transitional kindergarten through grade twelve, unless exempt, are required to verify the vaccine status of all K-12 school workers, effective October 15, 2021. Further, pursuant to the Order, all such schools are required to verify that all workers are either fully vaccinated or undergo weekly diagnostic testing.

In light of these CDPH requirements, Contractor certifies that the following entity:

_____ has verified that the Contractor personnel providing services at District's Project site(s):

- ☐ Have all been fully vaccinated in accordance with the CDPH Order.
- ☐ Have not all been fully vaccinated, but those who are unvaccinated or not fully vaccinated undergo weekly diagnostic testing in accordance with the CDPH Order.
- ☐ Have not been fully vaccinated and do not undergo weekly diagnostic testing in accordance with the CDPH Order.

Contractor understands that the District's Project site will need to comply with the CDPH Order's COVID-19 requirements for fully vaccinated personnel or unvaccinated personnel. Personnel who are not fully vaccinated or decline to state their vaccination status will be treated as unvaccinated, and Contractor will comply with the CDPH Order, and all applicable state and local laws for vaccinated and unvaccinated personnel.

CERTIFICATION

I, _____, certify that I am Contractor's _____ and that I have made a diligent effort to ascertain the facts with regard to the representations made herein.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

INFORMAL BID PACKET - CUPCCAA

EXHIBIT A - SCOPE OF WORK

PROJECT BACKGROUND AND DESCRIPTION STATEMENT

Remove and replace degraded asphalt concrete in school quad

TASK LIST

Each task has been assigned a number for reference throughout the rest of this document and during the commission of the project. Contractor shall perform the Work at the following location(s):

RENAISSANCE ACADEMY at MATHSON
2050 Kammerer Ave
San Jose, CA 95116

Task 1 SCHOOL QUAD: Approximately 13,600 sq. ft.

Remove and replace degraded asphalt overlay. Remove/fill seven(7) existing tree planters; retain six(6) tree planters with existing trees

INFORMAL BID PACKET - CUPCCAA
EXHIBIT B – ADDITIVE ALTERNATES

PROJECT BACKGROUND AND DESCRIPTION STATEMENT

Mill and overlay corridors between buildings, provide and plant two(2) new trees

TASK LIST

Each task has been assigned a number for reference throughout the rest of this document and during the commission of the project. Contractor shall perform the Work at the following location(s):

RENAISSANCE ACADEMY at MATHSON
2050 Kammerer Ave
San Jose, CA 95116

Task 2 E-F Corridor; Approximately 4,500 sq.ft.

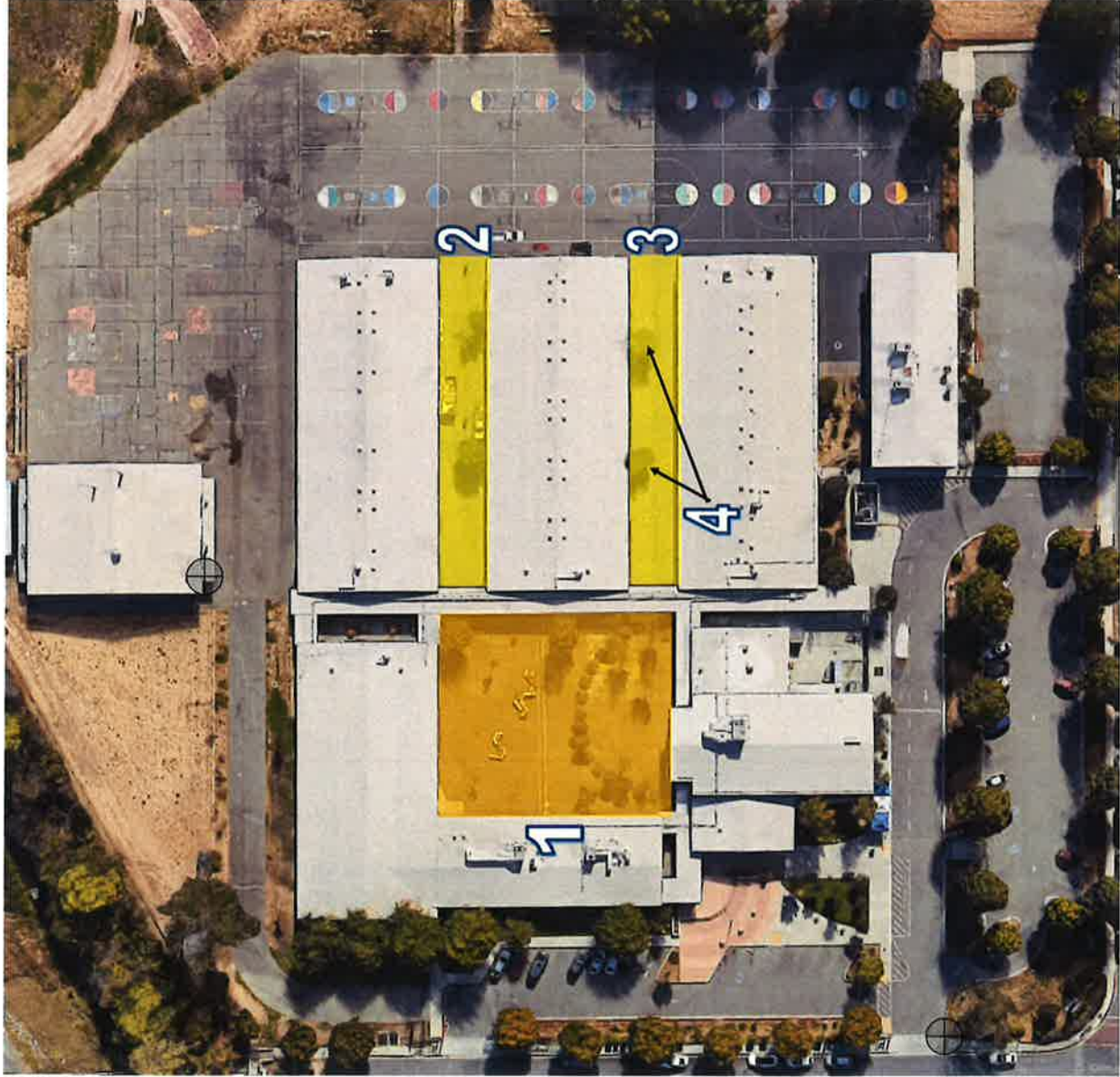
Mill and overlay AC; retain two(2) tree planters with existing trees, expand planters to 5' x 5'

Task 3 C-D Corridor; Approximately 4,500 sq.ft.

Mill and overlay AC; remove two small trees, expand planters to 5' x 5'

Task 4 C-D Corridor Trees

Provide and plant two(2) new trees, 15 gallon (6-7 ft.), California Sycamore



Scope Approval:

Below scope approved at 06/06/2022 meeting.

Base Scope

Asphalt Replacement

- 1) School Quad: 13,600 sq.ft.
 - Remove and replace asphalt concrete
 - Remove and fill ten (10) existing tree planters
 - Retain three (3) existing tree planters

Additive Alternate(s)

- 2) E-F Corridor: 4,500 sq.ft.
 - Mill and overlay AC
 - Retain two(2) trees
 - Expand tree planters to 5' x 5'
- 3) C-D Corridor: 4,500 sq.ft.
 - Mill and overlay AC
 - Remove two(2) trees
 - Expand tree planters to 5' x 5'
- 4) C-D Corridor Trees
 - Replace two(2) 15 gallon California Sycamores

LEGEND:

- Mill and overlay
- Remove/Replace



PROJECT
SITE IMPROVEMENTS SUMMER 2022
SITE
RENAISSANCE AT MATHESON
2050 KAMMERER DR, SAN JOSE, CA 95116

DRAWN BY
Michael Blaz, CM
DATE
06/10/2022
SCALE
NOT TO SCALE
PROJECT
MATHESON PAVING

SHEET
EDU-1
1 OF 4





Scope Approval:

Below scope approved at 06/06/2022 meeting.

School Quad

Tree Details

- 1) School Quad: Tree Planters
 - Remove and fill seven (7) existing tree planters
 - Retain six(6) existing tree planters

LEGEND:

Retain

Remove and fill



2050 KAMMERER DR. SAN JOSE, CA 95116

PROJECT
SITE IMPROVEMENTS SUMMER 2022

SITE
RENAISSANCE AT MATHSON

DRAWN BY
Michael Blaz, CM

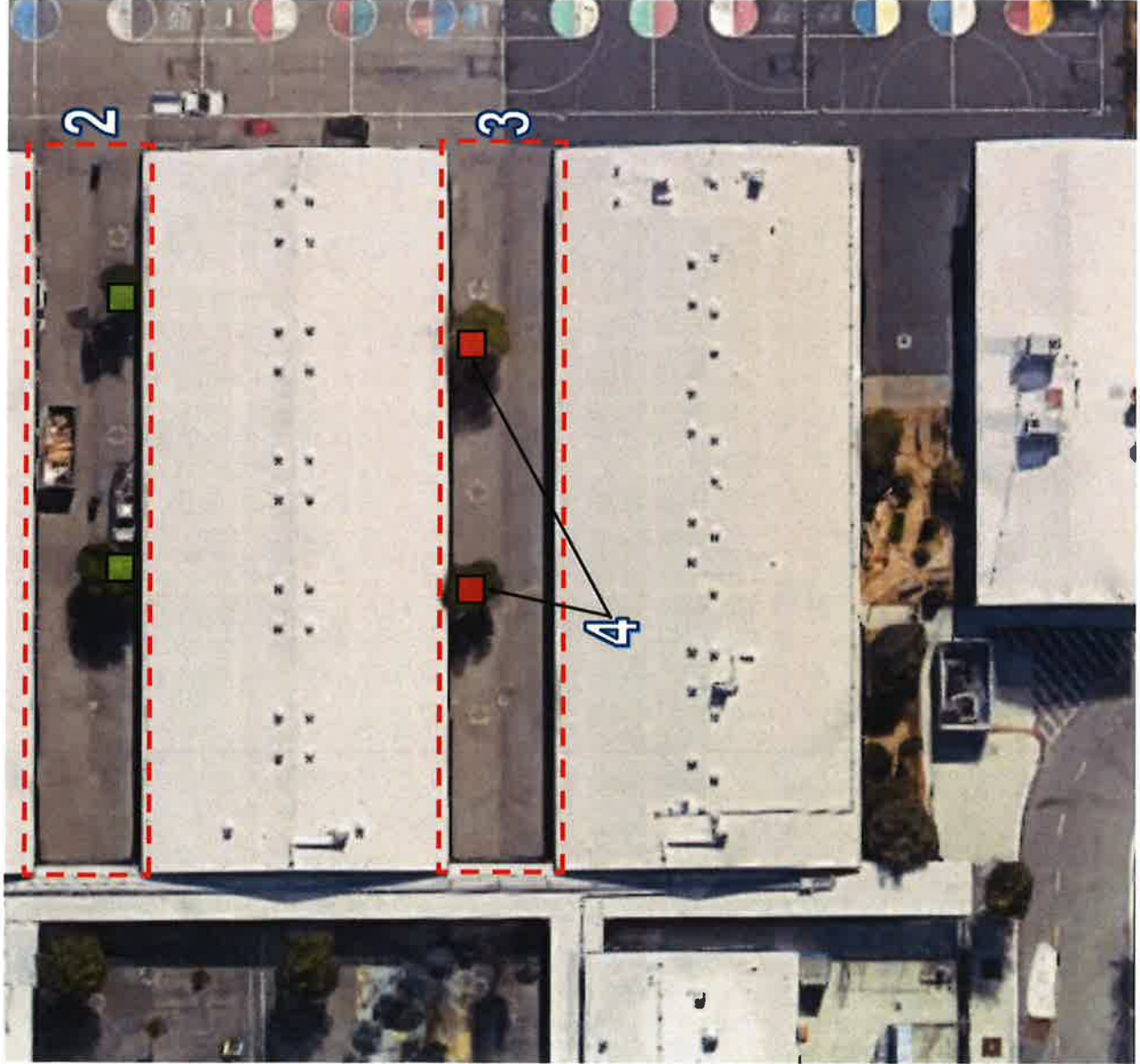
DATE
06/10/2022

SCALE
NOT TO SCALE

PROJECT
MATHSON PAVING

SHEET
EDU-2
2 OF 4





Scope Approval:

Below scope approved at 06/06/2022 meeting.

Corridors

Tree Details

- 2) E-F Corridor
 - Retain two(2) trees
 - Expand tree planters to 5' x 5'

- 3) C-D Corridor
 - Remove two(2) trees
 - Expand tree planters to 5' x 5'

Additive Alternate(s)

- 4) C-D Corridor Trees
 - Replace two(2) 15 gallon California Sycamores

LEGEND:

Retain

Remove and fill



2510 GAY AVE
SAN JOSE, CA 95127

PROJECT
SITE IMPROVEMENTS SUMMER 2022
SITE
RENAISSANCE AT MATHSON
2050 KAMMERER DR., SAN JOSE, CA 95116

DRAWN BY
Michael Blaz CM
DATE
06/10/2022
SCALE
NOT TO SCALE
PROJECT
MATHSON PAVING

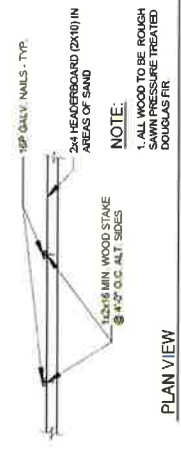
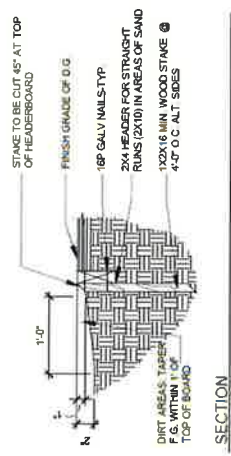
SHEET
EDU-3
3 OF 4



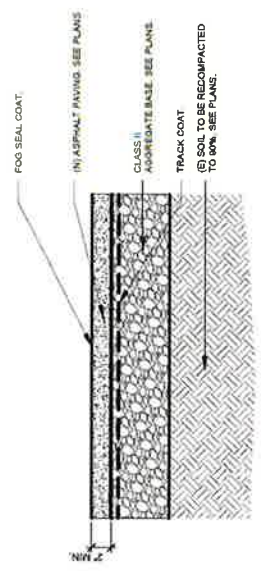


2050 KAMMERER DR., SAN JOSE, CA 95116
2050 KAMMERER DR., SAN JOSE, CA 95116

PROJECT: SITE IMPROVEMENTS SUMMER 2022
DATE: 06/10/2022
DRAWN BY: Michael Blaz, CM
SCALE: NOT TO SCALE
SHEET: MATHSON PAVING
SHEET D-1 4 OF 4



2 WOOD HEADERBOARD N.T.S.



1 ASPHALT PAVING N.T.S.



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	02 41 13	Selective Demolition
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	03 11 00	Concrete Forming
	03 20 00	Concrete Reinforcing
	03 20 00	Cast In Place Concrete
Division 31	Earthwork	
	31 30 00	Earthwork
Division 32	Exterior Improvements	
	32 12 16	Asphalt Paving
	32 13 13	Concrete Paving

END OF SECTION

SECTION 02 30 00
SUBSURFACE INVESTIGATION

PART 1 – GENERAL

1.1 REQUIREMENTS INCLUDE

- A. Contractor:
 - 1. Verify data and existing conditions.
 - 2. At Contractor's option, perform additional subsurface investigation at own expense.
 - 3. Review and abide by recommendations presented in the Geotechnical Report.

1.2 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract including General and Supplemental General Conditions and Division 1 Specification sections, apply to this section.

1.3 RELATED REQUIREMENTS

- A. Specified elsewhere:
 - 1. 02 41 13 - Selective Demolition
 - 2. 31 30 00 - Earthwork
- B. By others: Preliminary Geotechnical Exploration Report provided where available.
 - 1. Soil boring data is included for information only. The Owner does not guarantee the accuracy or validity of the data, nor do they assume any responsibility for the Contractor's interpretation of the data.
 - 2. Soil boring locations are shown on the plans where available.

PART 2 - PRODUCTS (Not Applicable.)

PART 3 - EXECUTION (Not Applicable.)

END OF SECTION

SECTION 02 41 13

SELECTIVE DEMOLITION

PART 1 – GENERAL

1.1 SUMMARY:

- A. Section includes: Requirements for performing selective exterior demolition.

1.2 SUBMITTALS:

Comply with requirements of Shop Drawings, Product Data and Samples Section 01 33 00.

- A. Salvageable items: Submit typewritten list of items to be salvaged, for Owner's approval.

1.3 QUALITY ASSURANCE:

- A. Perform demolition in conformance with ANSI A10.6.

1.4 EXISTING CONDITIONS:

- A. Prior to start of demolition operations, conduct survey of existing conditions. On such survey, list items specified and indicated to be salvaged.
- B. Following performance of demolition, inspect and report defects and structural weaknesses of construction and improvements partially demolished, cut and removed; of construction and improvements remaining; and of adjacent construction and improvements.
- C. Protection: Protect the structural integrity of existing construction and improvements to remain.

PART 2 – PRODUCTS

2.1 MATERIALS:

A. General:

1. Remove and dispose of items and materials not designated to be salvaged. Other than hazardous material, all debris disposal shall be coordinated with local disposal services.
2. If, in the course of removing designated items and materials, the condition of other materials or the structure so exposed appears to be damaged or of otherwise questionable condition, immediately notify the Architect, who will determine if the other materials or structure shall be removed, and if so, to what extent.
3. Nothing to be removed from the site shall be stored, sold, or burned on the site without the Architect's and Owners prior written consent.
4. Remove and dispose of debris found in work areas at start of work.
5. Follow directions of this specification for removal of hazardous materials that are encountered.

PART 3 – EXECUTION

3.1 EXAMINATION:

- A. Verify that conditions are satisfactory for beginning selective demolition. If unsatisfactory conditions exist, do not begin demolition operations until such conditions have been corrected.

3.2 PREPARATION:

- A. Prior to start of demolition operations, prepare a proposed layout and sequence for the work; coordinate with related work which requires cutting and sawing.
- B. Review proposed layout and sequence with the Architect prior to starting demolition operations.
- C. Cap, re-route and protect utility lines prior to start of demolition operations per the Mechanical, Plumbing and Electrical work.

3.3 GENERAL:

- A. As demolition progresses, continuously inspect for damage. Should signs of damage arise, immediately notify the Architect and stop demolition operations in the affected location until advised as to how to proceed.
- B. Remove items designated for demolition, and as required for the performance of the work. If in doubt as to whether an item is to be demolished, contact the Architect for a decision prior to proceeding with its demolition.
- C. Remove items carefully; provide for neat and structurally sound junctions between existing and new materials.
- D. As applicable, remove miscellaneous items and fastenings associated with items to be demolished.
- E. Demolish concrete in small sections.
- F. Clean surfaces affected by demolition operations of adhesives, bitumen, and other adhering materials, as required to afford suitable substrates for the application of new materials.

3.4 CUTTING AND CORING:

- A. Make new openings neat, as close as possible to profiles indicated, and only to the extent required to accommodate new work.
- B. Do not cut or alter structural members without the prior written consent of the Architect or Engineer.
- C. At concrete, masonry, and other materials where edges of cuts and holes will remain exposed in the completed work, perform cutting and coring with power equipment.

END OF SECTION

SECTION 03 11 00
CONCRETE FORMING

PART 1 GENERAL

1.01 SCOPE

A. Work Specified

1. Furnish all labor, materials and equipment and perform all operations required to complete all formwork as indicated on the drawings and specified herein.

1.02 DESCRIPTION

A. Work Included: Forms, shores, bracing, removal and other operations as necessary for all cast in place concrete placed.

1. Setting and securing into forms anchor bolts and other metal items embedded in concrete, using materials and layouts furnished and delivered to job site as specified under other sections.

1.03 QUALITY ASSURANCE

A. Reference Standards

1. ACI 347 "Recommended Practice for Concrete Formwork"
2. American Plywood Association (APA)
3. West Coast Lumberman's Association (WCLA)

PART 2 PRODUCTS

2.01 MATERIALS

A. Form Materials:

1. Non-exposed formwork facing:
 - a. For concrete which is not exposed to view, forms may be of plywood as specified for exposed surfaces, or square edge 1" x nominal Douglas Fir, Construction Grade, S4S.
 - b. All exposed concrete edges shall be chamfered 1/2", or as noted on the drawings.
2. Exposed Surface Formwork Facing:
 - a. Forms for all exterior and interior concrete flat surfaces shall be new Douglas Fir Plywood (APA) 5-ply, 5/8-inch, B-B Plyform, Class I, Exterior Type, oiled and edged and edge-sealed, conforming to U.S. Product Standard PS 1-83 in large sheet sizes to achieve joint patterns shown, unless otherwise specified as board formed.
 - b. All exposed concrete edges shall be chamfered 1/2", or as noted on the drawings.

- B. Earth Forms: Earth trench forms will be allowed if soil will stand in excavations and not ravel or cave. Excavate earth forms two (2) inches wider (1" each side) than called for on the drawings each side of the foundation.
- C. Form Coating:
 - 1. Form sealer: Nox-crete Form Coating, or approved equal for wood forms only.
 - 2. Spray-on compounds shall not affect color, bond or subsequent treatment of concrete surface.

PART 3 EXECUTION

3.01 CONSTRUCTION OF FORMS

- A. General:
 - 1. All concrete work shall be formed to the shapes, sizes, lines and dimensions shown on the plans.
 - 2. The design and engineering of the formwork, as well as its construction, shall be the responsibility of the Contractor.
 - 3. Schedule the work and notify other trades in ample time so that provisions for their work in the formwork can be made without delaying the progress of the project.
 - 4. Verify that all sleeves, pipes, etc. for the electrical, plumbing, heating and ventilation work, or other work, are installed. Secure information about and provide for all openings, offsets, recessed nailing blocks, channel chases, anchors, ties, inserts, etc. in the formwork before concrete is poured.
 - 5. The Architect and DSA-ORS shall be notified for a review of the formwork at least 24 hours prior to placing reinforcing steel.
 - 6. Excessive deflection of forms after concrete is poured shall be sufficient cause for rejection of that portion of concrete and formwork.
 - 7. Excessive deflection will be considered to be that which will produce visible and noticeable waves in the finished concrete.
- B. Arrangements of formwork shall be properly tied, braced, shored, and supported to insure stability against pressures from any source, without failure of any component part and without excessive deflection.
- C. Proper provisions shall be made for all openings, offsets, inserts, anchorages, blocking and other features of the work as shown or required.
- D. Warped, checked or scuffed forms shall be rejected.

3.02 TREATMENT OF FORMS

- A. Contact surface of all plywood forms shall be treated with a form sealer. Treatment shall be in strict conformance with the manufacturer's specifications. The sealer to be used shall leave no residue upon the face of the concrete, nor have the effect of preventing bonding of subsequent paint or plaster coats.

3.03 FORM REMOVAL

- A. Forms shall not be removed before minimum curing period has elapsed without approved, alternate curing methods being employed.
- B. Forms shall be removed without damage to the concrete and in such a manner that will insure complete safety of the structure and without damaging exposed concrete, edges, chamfers and inserts. In no case shall they be removed until the concrete has hardened sufficiently to permit their removal with safety, and the members have attained sufficient strength to safely support the imposed loads.
- C. The minimum time for removal of forms after concrete has been poured shall be as follows:
 - 1. Columns and walls: 7 days, provided members are not subjected to overhead loads.
 - 2. Footings: Side forms may be removed 24 hours after concrete is poured, if back-filled immediately, otherwise 7 days minimum.
 - 3. Beams, elevated slab, etc. 28 days unless adequate shoring and curing procedures are provided.
- D. The times listed above are minimum. These time periods may be extended if deemed necessary by the Architect.
- E. Concrete shall not be subjected to superimposed loads (structure or construction) until it has attained its full design strength, and not for a period of at least 14 days after placing.
- F. Concrete shall not be subjected to construction loads in excess of design loads.

END OF SECTION

SECTION 03 20 00
CONCRETE REINFORCING

PART 1 GENERAL

1.01 SCOPE

A. Work Specified

1. Furnish all labor, materials and equipment and perform all operations required to complete all reinforcing steel work as indicated on the drawings and specified herein.

1.02 DESCRIPTION

- A. Complete steel reinforcing for all concrete and masonry work to be reinforced shown or specified, as indicated on the drawings. Coordinate this work with the other work affected by these operations, such as forms, electrical work, mechanical work, structural steel, concrete.**

1.03 QUALITY ASSURANCE

A. Reference Standards: Unless otherwise noted, the following standards shall govern the work.

1. California Building Code 2007 edition (noted herein as CBC), Chapter 19A and Chapter 21A Masonry
2. CRSI – Manual of Standard Practice and Recommended Practice for Placing Reinforcing Bars (MSP latest edition)
3. ACI 315 – Manual of Standard Practice for Detailing Reinforcing Concrete
4. AWS – American Welding Society
5. ASTM – American Society for Testing and Materials

B. Testing and Inspection

1. Reinforcing steel: Sample and test by the Owners Testing Laboratory in accordance with ASTM A615 and CBC 1903A.5 and 1929A.2.
2. Material Tests: Where samples are taken from bundles as delivered from the mill, with the bundles identified as to heat number, and accompanied by their mill's analyses — one tensile test and one bend test shall be made from a specimen from each 10 tons or fraction thereof from each size of reinforcing steel.
3. Where identification of materials by heat number to mill tests cannot be made, the Contractor shall have the materials tested at his expense, make one series of tension and bend tests for each 2-1/2 tons or fraction thereof from each size and type of reinforcing steel. Tests shall be performed by a qualified testing laboratory.
4. Reinforcing steel welding inspection by the Owner's testing laboratory shall be continuous during preheat and welding.

5. Welding of reinforcement shall be inspected per CBC 1929A.12.

1.04 SUBMITTALS

- A. The fabricator shall provide the Owner's testing laboratory with the manufacturer's mill test reports for the materials to be used on the job. Reports to include chemical and physical properties of the reinforcing for each heat number manufactured. All fabricated materials to be tagged with heat number. See paragraph 1.03 B.
- B. Submit shop drawings showing fabrication and placing of details of all reinforcing steel to the Architect for review prior to start of fabrication. The Architect review is of a general nature only. An effort will be made to discover any errors, but all responsibility shall remain with the Contractor.
- C. Provide adequate samples of reinforcing to Owner's testing laboratory.

1.05 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Reinforcing steel shall be delivered to job site in bundles, tagged identifying heat number and mill. Store reinforcement above the ground on platforms to prevent damage, accumulation of dirt and rust.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Reinforcing Steel: The reinforcing bars shall conform to ASTM A706 or to ASTM 615, Grade 60, except (1) the maximum yield strength shall be 78,000 psi, and (2) the tensile strength shall not be less than 1.25 times the actual yield strength. Bars used as column ties, stirrups, and field bent dowels shall be Grade 40, unless otherwise noted on the drawings.
- B. Welded wire Fabric: ASTM A-185
- C. Tie Wire: No. 16 AWG or heavier, black annealed
- D. Supports for reinforcing bars
 1. Supports for reinforcing on ground shall be blocks of concrete of sufficient strength and size to support the bars.
 2. Supports for reinforcing over formwork, concrete, or metal shall be plastic or galvanized steel chairs of type reviewed by the Architect and of sufficient strength and spacing to support the bars and any construction loads imposed on them. Metal bar supports shall conform to current ACI and CRSI standards. Metal bar supports shall have plastic tips where exposed to weather and/or to view after removal of forms.

PART 3 EXECUTION

3.01 FABRICATION

- A. Bending and placing of bars shall be in accordance with the Manual of Standard Practice and Recommended Practice for Placing Reinforcing Bars (CRSI MSP – latest edition) unless otherwise shown, noted or specified. Unless otherwise allowed, all reinforcing bars shall be shop fabricated.
- B. Steel reinforcing shall not be bent in a manner that will injure the material or the embedding concrete. Heating of reinforcement for bending will not be permitted. Bars shall be bent once only (no rebending or straightening allowed), unless otherwise indicated on drawings.
- C. All details of reinforcement not shown or indicated on the drawings or specifically called for in the specifications shall conform to ACI 315 and CBC 1998 edition.

3.02 PLACING

A. General

- 1. Reinforcing bars shall be of size shown on the drawings, schedules and details, accurately placed as to spacing and clearance, and securely tied at all intersections and supports with wire and in such manner as will preclude displacement during placement of concrete.
- 2. Place and secure reinforcement to maintain the proper distance and clearance between parallel bars and from the forms. Provide additional steel as metal spreaders and separators to maintain properly positioned steel in forms. Support additional reinforcement upon concrete pads, bars, or form hangers. All clearance requirements shall be met.
- 3. Before placing, clean bars free from rust, scale, dirt, grease, dried coatings of concrete or other foreign substances which are, in the Architect's opinion, detrimental to the bond. After placing, maintain bars in a clean condition until completely embedded in concrete.

B. Reinforcing Spacing and Coverage

- 1. Bars shall not be spaced closer than four (4) diameters of the largest of two adjacent bars, except at bar laps, which shall be placed such that a minimum of 2 bars diameter is clear between bars. Where members' reinforcing is placed in two layers, the distance between layers shall not be less than four bar diameters of the largest bar, and the bars in the upper layers shall be placed directly above those in the bottom layer, unless otherwise detailed or dimensioned.
- 2. Coverage of bars (including stirrups and columns ties) shall be as follows, unless otherwise shown:

Footings:	3" soil face, 2" top
Slabs (on grade):	2" soil face, 1" top face
Slabs (elevated):	1-1/2" top and bottom
Beam & column	1-1/2"
Walls:	1-1/2" & 2" clear to form at soil face

C. Obstructions

1. Where obstructions (pipes, conduit, ducts, etc.) prevent the intended placement of reinforcing, provide additional reinforcing as directed by the Architect around the obstruction to match that interrupted reinforcing.
2. Provide additional stirrups, ties, trim bars, etc. as directed around all openings, sleeves, pipes, and conduit that pass through structural elements.

- D. Welded Wire Fabric: Welded wire fabric reinforcement shall be rolled out, straightened, cut to required size, and laid out flat in place. Securely wire to fabric and other reinforcement at frequent intervals. Extend fabric over supporting beams and walls. At edges of slabs, construction joints, and expansion joints, extend fabric to within one inch of pour. As concrete for slabs is placed, lift fabric reinforcement at intervals to ensure proper embedment. Support fabric in mid-depth of slab. Slabs shall be reinforced with 6" x 6" - W1.4 x W1.4 welded wire fabric reinforcing, unless noted otherwise on drawings.

3.03 DOWELS, SPLICING AND OFFSETS

- A. Lap all bars at splices, corners and intersections as shown on structural drawings for concrete work. Laps of welded wire fabric shall be at least two times the spacing of the members in the direction lapped, but not less than twelve inches.
- B. Splices of reinforcement shall not be made at points of maximum stress. Splice lengths are as noted on the structural drawings and shall provide sufficient lap to transfer the stress by bond and shear between bars.

Bars shall be spaced the minimum distance specified and all lapped bars shall be 2 bar diameters (minimum) clear of the next bar. Stagger splices 50% of adjacent bars. All splices not shown on the drawings shall be approved by Architect prior to placement.

3.04 WELDING

- A. Reinforcing bars shall not have welded joints unless indicated on the drawings or unless prior approval has been given by the Architect. Welding shall conform to the requirements of the American Welding Society Structural Welding Code for reinforcing steel D1.4 and CBC and UBC Standard 19-2 and CBC 1929A.12. Field welding shall be performed by welders certified for the type of welding to be done. All reinforcement requires preheat prior to welding. Preheat operations and welding must be inspected by a testing laboratory. If A706 reinforcement is not used and if mill test reports are not available, chemical analysis shall be made of bars representative of the bars to be welded. Bars with a carbon equivalent (CE) above 0.75 shall not be used for welded connections.

3.05 MISPLACED REINFORCING

- A. Any reinforcing bars found to be misplaced after concrete has been placed shall be corrected at the Contractor's expense.

3.07 SEPARATION

- A. All reinforcing shall be kept separate from soil, pipe, conduit ducts, etc. by approved non-metallic separators.

3.08 CLEAN UP

- A. The subcontractor shall be responsible for removing excess material and debris associated with his work from the job site.

END OF SECTION

SECTION 03 30 00

CAST-IN-PLACE CONCRETE

PART 1 GENERAL

1.01 SCOPE

A. Work Specified

1. Provide all labor, materials, equipment and services to complete all concrete work required.

1.02 DESCRIPTION

A. The work shall include, but not necessarily be limited to, the following:

1. Foundations, beams, columns, slabs, walls and retaining walls.
2. Installation of all bolts, inserts, sleeves, connections, etc. in the concrete.
3. Coordination with other trades:
 - a. Make all preparations and do all work necessary to receive and adjoin the other work. Except where otherwise specified, the various trades will furnish bolts, anchors, etc. required for anchoring their work to the concrete. This Contractor will install the bolts and anchors into the forms, and furnish and install the necessary blocking.
 - b. The Contractor shall be responsible for the installation of all accessories embedded in the concrete and for the provision of holes, etc. necessary for the execution of the work of other trades. Any patching or cutting made necessary by failure or delay in complying with this requirement shall be at the Contractor's expense.
 - c. The other trades shall be responsible for the accurate location of their accessories. Any cutting and patching which may be necessary because of inaccurate placement shall be at their expense.

1.03 QUALITY ASSURANCE

A. Reference standards: Unless otherwise noted, the following standards shall govern the work.

1. American Society for Testing and Materials (ASTM), latest revision
2. California Building Code 2007 Edition (noted herein as CBC), Chapter 19A
3. American Concrete Institute (ACI):
ACI 304 – Recommended practice for measuring, mixing and placing concrete.

ACI 306 and ACI 305 – Recommended practice for cold weather and hot weather concreting.

B. Contractor submittals to the Architect and the Owner's testing laboratory (unless noted otherwise).

1. Cement chemical analysis: Cement shall meet all requirements specified; laboratory analysis of specified aggregates.

Source and origin of materials: The supplier shall submit Certificates of Compliance stating that the specific materials supplied conform to CBC 1929A.1.

2. Concrete Mix Designs:
 - a. The mix designs for all structural classes of concrete are to be prepared by a recognized testing laboratory and a qualified licensed civil engineer.
 - b. Submit a certification that the mix design meets the requirements of the specifications and meets the requirements of the CBC for concrete durability and quality, including a historical background as a pre-qualified mix; that the mix is over-designed if the mix is not pre-qualified, or that trial batches will be made and tested at the expense of the supplier.
 - c. If a deviation from these specifications is desired, the preparer shall submit those deviations, along with a written explanation indicating that the submitted mix designs will provide an equivalent or better concrete product than as specified.
 - d. Adjustments to review mix designs to account for weather conditions, etc.
 - e. Mix design to be in accordance with CBC 1905A.3.3.1, and all requirements of these specifications.
3. Placing Record: Contractor shall maintain a record of time and date for each placement of concrete per CBC 1929A and Section 3.02 B. Submit at the end of the job.
4. Manufacturer's instructions and specifications for other concrete related materials such as: bond breakers, cure/sealer, admixtures, etc. shall be submitted to the Architect.
5. Proposed location of construction and cold joints shall be submitted to the Architect when different or in addition to those shown on the drawings.
6. Batch plant certificates shall be provided to the owner's testing laboratory and the Architect upon delivery of each load of concrete. Failure of the supplier to provide a batch plant certificate with each truckload of concrete is cause for rejection of the load. Certificates to include information per Section 1.03 C4 below.
7. Engineering analysis prepared by a California licensed Civil or Structural Engineer to justify construction-imposed loads on slabs, beams, walls when those loads are in excess of those required by the CBC for the specified use.

C. Testing and Inspection by the Owner's Testing Laboratory

1. The Owner's testing laboratory will review concrete mix designs and certificates of compliance, as supplied by the contractor for conformance to CBC 1903A and these specifications.
2. Review of: Contractor submittals, batch plant certificates, admixtures, etc.
3. Test aggregates per CBC 1903A.3.
4. Batch plant inspection at automated plants to occur at commencement of concrete work each day. Batch plant inspection at non-automated plants and when accuracy is questionable shall be continuous. Additionally, water cement ratio (WCR) is to be verified where a WCR is specified herein. The computed WCR is to be written on the batch plant certificate, to be taken to the job site prior to the truck leaving the plant.

5. Batch Plant Certificates: Obtain a batch plant weigh master's certificate at the site. If no batch plant certificate is provided at the site, recommend to the General Contractor that the truckload of concrete be rejected. So note in daily log, along with the location of the load of concrete in the structure if the load is not rejected.
 - a. To verify mix design quantities and condition upon delivery to the site, the laboratory's inspector shall obtain Batch Plant Certificates for each transit mixer. Certificates to include: Date, time, ingredient quantities, water added at plant and on job, total mixer revolutions at time of placement, and time of departure. For concrete with specified water cement ratio (WCR), no water is to be added on site unless the WCR upon leaving the plant is below the specified WCR. In this case water may be added on site until the specified WCR is met.
6. All cement used shall be sampled by the Owner's testing laboratory in accordance with CBC 1929A.1. Cement samples shall be held for possible testing until completion of construction.
7. Construction testing and inspection: Provide continuous inspection at the batch plant and during placement of structural class concrete with design strength of more than 2500 psi. Structural and non-structural class concrete with a design strength of 2500 psi or less to have periodic inspection on a 100 cubic yard basis as required to ensure conformance. See 2.02 for concrete classifications.
 - a. Sensitive flooring areas will be tested for moisture content prior to installation of flooring systems. Refer to flooring specifications for conditions and timing for testing.
 - b. Review and propose adjustments to reviewed mix designs to account for site, weather conditions, etc.
 - c. The Owner's testing laboratory inspector will make a set of four specimens at the job for each class of concrete per each 50 cubic yards or fraction thereof, and not less than one set of specimens for each 2000 square feet of surface area, for slabs or walls of each grade of structural concrete used for each day's placement. Perform standard 6"x12" cylinder tests in accordance with CBC 1903A.8. A record of the location of each concrete batch in the building will be kept and noted on the specimen. These cylinders will represent as nearly as possible the batch of concrete from which they are taken.
 - d. Standard compression tests of cylinders will be made, one at 7 days and one at 28 days in accordance with CBC 1903A.8. The minimum strength of each of the three cylinders shall be the specified design strength. If the strength of the test cylinders falls below the minimum compressive strength specified, the proportion of the concrete mix for that remaining segment of the structure must be adjusted to yield concrete of the specified minimum strength. All low-strength concrete in place shall be tested by taking cores from the structure as outlined in CBC 1905A.6.4, at the Contractor's expense.

If the compressive tests of the core specimens fail to attain a minimum of 85% of the specified design strength, the concrete will be deemed defective and shall be removed and replaced or adequately strengthened in a manner acceptable to the Architect and the Division of the State Architect, at the Contractor's expense. Field specimens of concrete and tests thereof shall be in accordance with CBC 1905A.6.4.

- f. The Contractor shall provide a satisfactory bin filled with damp sand for storage of the specimen cylinders until delivered to the laboratory.
- 7. Non-structural Concrete
 - a. Testing and inspection is not required.
- 8. Slump test and air tests will be made at the time of taking test specimens, and/or at one-hour intervals during placing of concrete in accordance with ASTM D143.
- 9. Testing of drilled and/or grouted concrete anchors:
 - a. Testing laboratory shall test all such anchors as noted on the drawings.
- 10. To verify mix design quantities and condition upon delivery to the site, the inspector will obtain, for each transit mixer, batch certificates for each delivery indicating batch date, time, ingredient quantities, water added at plant and job site, and number of mixer revolutions up to start of placing. For concrete with specified water cement ratio, no water is to be added on site.
- 11. The laboratory's inspector will report to the Contractor when material does not meet the requirements noted herein. The Contractor shall disallow use of such material unless prior approval for use is given by Architect and DSA-ORS.

1.04 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Cement: Store in weather-tight enclosures and protect against dampness, contamination, and warehouse set. All cement to be from the same source.
- B. Aggregates:
 - 1. Stockpile to prevent excessive segregation or contamination with other materials or other sizes of aggregate.
 - 2. Use only one supply source for each aggregate stockpile.
- C. Admixtures:
 - 1. Store to prevent contamination, evaporation, or damage.
 - 2. Protect liquid admixtures from freezing or temperature ranges.
 - 3. Agitate emulsions prior to use.

1.05 COLD AND HOT WEATHER REQUIREMENTS

- A. Allowable concrete temperatures.
 - 1. Cold weather requirements per CBC 1905A.12 and as follows: When depositing concrete at freezing or near-freezing temperatures, the concrete shall have a temperature of at least fifty (50) degrees F., but not more than ninety (90) degrees F. The concrete shall be protected from freezing and maintained at a temperature of at least 50 degrees F. for not less than seven days after placing. When necessary, concrete materials shall be heated before mixing. Special precautions shall be taken for the protection of transit-mixed

concrete. The use of salts or chemicals either as protection or as an admixture will not be permitted unless approved by the Architect in writing. During freezing weather an air temperature log shall be kept by the Contractor for the first seven days after placement. Intervals shall not exceed four hours.

2. Hot Weather Requirements per CBC 1905A and as follows: Concrete shall be below 75 degrees F when placed (add ice, cool aggregates as necessary). Do not place concrete in hot/windy weather without review of procedures by the Engineer. Generally, erect sunshades and/or windbreakers to protect flat work during finishing and immediate curing operations. Do not place concrete for flatwork when the air temperature exceeds 90 degrees F. Retarders shall be added to improve curing and evaporate retardants utilized. Modified mix designs to be reviewed by Architect and the Owner's testing laboratory.

- B. Do not place concrete during sub or near freezing weather, snow, rain or sleet unless protection from moisture and/or cold is provided.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Materials shall be new and best of their class or kind. The materials, if found defective, unsuitable, or not as specified, will be condemned, and must be promptly removed from the premises. Materials specified by brand name shall be delivered in unbroken packages bearing manufacturer's label and shall be the brand specified or an approved equal. Other materials shall conform to the applicable sections of the current editions of the various standard specifications quoted herein. Materials must be properly protected from the weather or other damage, and shall be stored to prevent inclusion of foreign materials.
- B. Portland Cement: ASTM C150, Type II, low alkali with the following properties:
 1. Cement shall conform to CBC 1903A.2.
 2. Fly Ash (Pozzolan): ASTM C 618 or AASHTO 295. Fly Ash is not Portland cement and may not be substituted for Portland cement on an equivalent weight basis, or without written request by the preparer of the mix design indicating the purpose of the substitution. This request may be denied by the Engineer.
- C. Concrete aggregates: CBC 1903A.3; stone aggregate. Source shall remain constant throughout the duration of the job. The exact proportions of combined fine aggregates and coarse aggregates to be used in the mix shall meet the requirements of CBC.
- D. Water: potable, clean, from domestic source.
- E. Admixtures: All admixtures shall be used in strict accordance with the manufacturer's recommendations. Admixtures containing calcium chlorides or other accelerators shall not be used without the approval of the Architect and the Owners testing laboratory. Admixtures shall conform to CBC 1903A.6.
 1. Mid Range Water Reducing Admixtures: ASTM C-494, Type A, Polyheed 997 by Master Builders, WRDA 79 by W.R. Grace or acceptable equivalent
 2. Water Reducing Admixture and Retarder: ASTM C-494, Type D, "Pozzololith 300R", Master Builders; "Plastiflow-R" by Nox-crete; or acceptable equivalent
 3. Air Entrainment - MBAE -10 (Master Builders Air Entrainment)

4. High range water reducing admixtures: (Super Plasticizer) Rheobuild 1000 by Master Builders or acceptable equivalent
 5. The use of water reducing admixtures to increase slump required reduction of total water content per manufacturers recommendations.
 6. The use of high range water reducing admixtures in large quantity requires water reduction in accordance with the manufacturers recommendations.
- F. Slurry
1. Slurry shall consist of the same proportions of cement-to-fine-aggregates used in the regular concrete mix (coarse aggregate only omitted) and shall be well mixed with such amounts of water as will produce a thick consistency.
- G. Grout
1. Grout for Base Plates and Sill Plates: Non-shrink, high-strength grout shall be used for all grouting; conform to or exceed requirements of CRD-C621 and ASTM C1107. Grout shall be metallic type for concealed work and non-metallic type for exposed work. Acceptable manufacturers include The Burke Company, Master Builders, and W.R. Meadows, Inc. Grout shall attain 7000 psi in 20 days minimum when placed in a "fluid" state. Grout brands to meet or exceed the properties of Master Flow at 928 at fluid consistency.
- H. Dry Pack
1. Dry pack for cosmetic concrete repairs only shall consist of one part cement to 2-1/2 parts fine aggregate (screen out all materials retained on a No. 4 sieve), mixed with a minimum amount of water, in small amounts. The consistency shall be such that when a ball of the mixture is compressed in the hand it will maintain its shape, showing finger marks, but without showing any surface water.
- I. Concrete Joint Material: Expansion joints shall be formed by premolded bituminous joint material, non-extruding, 3/8" thick, conforming to ASTM D944, as manufactured by Serviced Products, W.R. Meadows, Inc. National Expansion Joint Co., Celotex Corporation, or acceptable equal.
- J. Concrete Bonding Agent: "Concresive" Liquid LPL, Masters Builders Inc., "Top Bond #40", Nox-Chem, "Rezi-Weld 1000" by W.R. Meadows, or approved equal.
- K. Slab Curing Paper: American Sisalkraft Corp's. "Orange Label Sisalkraft" reinforced waterproof building paper, Pabco's "Pabcotite" paper, or approved equal conforming to ASTM C171, Type I.
- L. Curing Compounds: ASTM C309, Type I, Class B 20% min. solids, water base acrylic cure/sealer which will not discolor concrete or affect bonding of other finishes. Products may be "Vocomp 20", "Vocomp 25" or "Vocomp 30" by W.R. Meadows Co., or acceptable equivalent. See Curing and Protection Section 3.06.
- M. Vapor Barrier: Unless specified elsewhere, 10 mil Polyvinyl chloride with sealed lap joints.
- N. Chemical Floor Hardener: "Techkote #1080", National Expansion Joint Co. "Pena-lith" by W. R. Meadows Co., or approved equivalent.
- O. Evaporation Retardant: "Con-Film" by Master Builders.
- P. Water Stop: Seal-tight PVC water stop by W. R. Meadows Co.
- Q. Slab Joint Sealer: Gardox Horizontal Joint Sealant by Seal Tight or equal, to conform with CRD 525 and 526, Type H.

2.02 CONCRETE MIXES

A. General

1. Contractor submittals shall be supplied to the Architect and the Owner's testing laboratory at least 15 days before placing concrete. Prior to submittal of mix designs, the Contractor shall review them for compatibility with his placing requirements to ensure that the concrete as designed can be placed in accordance with the drawings and specifications.
2. The proportions of the concrete mixes shall be such as to produce concrete of required average strength (as defined by CBC 1905A), set time, slumps, aggregate sizes, and shrinkage, and of a consistency that will allow thorough compaction without excessive puddling, spading, or vibration, and without permitting the materials to segregate, or free water to collect on the surface. The size and type of aggregates shall be such that they will produce low-to-moderate shrinkage, dense and uniform concrete free from rock pockets, honeycomb and other irregularities. All concrete mixes shall have entrained air for workability (4% maximum). The minimum set time for concrete to be used for flatwork shall be 3-1/2 hours, other concrete 3 hours as measured from placement of materials in the mixer. Minimum and maximum criteria presented herein are guidelines and do not represent specific mix designs. Minimum cement content indicates minimum sacks of cement, not cementitious material. Increasing cement content, to increase early strengths or to achieve specified WCR, while maintaining water content is discouraged in order to minimize effects of shrinkage.
3. Concrete may, at the Contractor's option, be designed for either pump or conventional placement with aggregate size, slumps, etc. to be maintained as specified below.
4. Variations in mix design, including changing type and or quantity of admixtures, are to be resubmitted to the Owner's testing laboratory and the Architect for review prior to use.
5. Mix designs with a specified maximum water cement ratio may be designed with a lower WCR than specified in order to allow for addition of water at the site.

B. Class of Concrete for Minimum Requirements

Class	Coarse Aggregate Size (Inches) and Fine Aggregate***	Minimum WCR & Maximum Nominal Slump & Tolerance (Inches)*, **	Minimum 28-Day Design Strength ****	Minimum Cement Sacks/ C.Y.****
Non-Structural				
1. Lean Concrete for Backfill	1" x #4	---	---	3.0
2. Slab on Grade Exterior (Walks & Patios)	1" x #4	4" $\pm$ 1"	2,500	4.5
Structural				
3. Interior Slab on Grade	1" x #4	3" $\pm$ 1/2"	4,000	6.0
4. Foundation	1" x #4	3-1/2" $\pm$ 1/2"	3,000	5.0
5. Formed Cast Slab Above Grade	1-1/2" x #4	3" $\pm$ 1/2" WCR = .46	4,000	6.0
6. Cast Slab Above Grade on Metal Deck	1" x #4	3" $\pm$ 1/2"	3,000	5.0
7. Columns & Walls & Beams	1" x #4	3 1/2" $\pm$ 1/2" WCR = .46	4,000	6.0
8. Tilt-Up Concrete Wall Panels	1" x #4	3 1/2" $\pm$ 1/2" WCR = .53	3,000	5.25
9. Light Weight Concrete	3/4" Expanded Shale x #4	3" $\pm$ 1/2"	3,000	5.5

* The tolerance is the maximum deviation allowable without rejection. The mix design shall be based on the nominal value specified and is without water reducing mixtures. Slump to be measured at the end of the hose.

** The maximum water cement ratio is limited at time of placement as noted. No water is to be added on site such that the specified WCR or maximum slump is exceeded without approval of the testing laboratory and the Architect/Engineer. Workability is to be achieved utilizing an acceptable mid range to high range water reducing admixture.

*** Gradation of aggregate is per CBC 1903A.3.

**** Minimum cement content is based on a pre-qualified mix design as defined by CBC 1905A.

PART 3 EXECUTION

3.01 MIXING CONCRETE

- A. Final proportions shall be in accordance with reviewed mix designs. Adjustments to accepted proportions, for whatever reason, shall be reviewed by the Engineer prior to use.
- B. Batch and mix concrete per CBC 1903A.9.
- C. Batch and transit equipment shall be adequate for the work and operated as necessary to provide concrete complying with specified requirements.
- D. Mixed concrete shall be placed in the forms within 1-1/2 hours from the time of introduction of cement and water into the mixer. Use of, or re-mixing and tempering mixed concrete older than 1 hour, will not be permitted.
- E. Concrete mixes with a maximum WCR specified shall not have water added at site unless the water content at batch time provides for a WCR less than specified.

3.02 PLACING CONCRETE

- A. Inspection and Testing:
 - 1. Review by Architect: Notice shall be given 48 hours (2 working days) before each concrete placement, in order that review of reinforcing, forms, etc. can be made prior to placing concrete.
 - 2. Owner's Testing Laboratory: Contractor shall notify 24 hours before each pour date.
- B. Records: The contractor shall keep a record of the time, temperature and date of placing the concrete in each portion of the structures. Such report shall be kept until the completion of the structure and shall be available for review by the Owner's testing laboratory/Architect.
- C. Preparation
 - 1. Remove loose dirt, mud, standing water, and foreign matter from excavations or cavities.
 - 2. For concrete on metal decking, thoroughly clean decking. Do not wet deck surface just prior to placement of concrete.
 - 3. Thoroughly clean reinforcement and other embedded items from loose rust and other matter. Assure reinforcing is held securely in place.
 - 4. Thoroughly wet wood forms, (except coated plywood) and bottom and sides of trenches, base under slab, adjacent concrete or masonry, sand beads and all reinforcing at least once in advance of placing concrete; repeat wetting as necessary to keep damp and cool.
 - 5. Equipment shall be maintained and of sufficient quantity and capacity to efficiently execute the work required.
 - 6. Check all embedded items for location, position and inclusion.
 - 7. Dampen materials on which concrete is to be placed. Do not saturate.
- D. Transporting
 - 1. Concrete shall be transported from the mixer to the place of final deposit as rapidly as practical, by methods that will prevent the separation or loss of the ingredients.
 - 2. Prevent penetration of vapor barriers and/or waterproofing membranes.

E. Placing

1. Concreting, once started, shall be carried on as a continuous operation until the section of approved size and extent is completed. Construction joints must be as detailed on the drawings, or as otherwise approved.
2. When structural concrete is to be placed on elevated structural systems that are not to be shored, such as structural steel beams and metal decking, screed lines shall be located on primary structural members such that deflections of intermediate structural members and decking is compensated for by placement of additional concrete. The Contractor shall review proposed screed line locations with the Architect. Screed lines shall be placed to match any camber of primary girders that are other than "dead level".
3. Concrete shall be so deposited as to maintain, until the completion of the unit, a plastic surface approximately horizontal. It shall be deposited as neatly as practical in its final position to avoid rehandling or flowing. No concrete shall be deposited that has started to set or stiffen. The remixing of concrete or grout which has begun to set will not be permitted. For concrete with specified water cement ratio (WCR), no water will be added on site.
4. Concrete, when placed in columns or walls, shall not be placed in layers exceeding ten feet in depth. Schedule of pouring shall be such that no concrete shall take initial set before the next concrete is poured. No horizontal cold joints will be allowed in columns or walls. Concrete in walls shall be placed in 32" horizontal lifts, minimum.
5. Concrete shall not be dropped freely where reinforcing bars will cause segregation, nor shall it be dropped more than four feet. Spouts, elephant trunks or other approved means shall be used to prevent segregation as necessary.
6. Any concrete spilled on forms or reinforcing steel, in portions of structure not immediately concreted, shall be removed before concrete sets.
7. Any interruption in placing of more than 60 minutes will be cause for shutting down the work and the wasting of any remaining mixed concrete, concrete in hoppers, or in mixers. In case such interruption occurs, the Contractor shall provide construction joints where and as directed, and cut concrete back to such line, cleaning forms and reinforcing as herein specified.

F. Consolidation

1. Concrete shall be thoroughly compacted by puddling with suitable tools during placing, and thoroughly worked around the reinforcement, around embedded fixtures, and into the corners of forms. In addition to manual spading and tamping, all concrete shall be internally vibrated with high speed mechanical vibrators.
 - a. Vibrators shall have sufficient amplitude for adequate consolidation.
 - b. Vibrators shall be used at each point of concrete placement. Spare vibrators, not in use, shall be kept at the site for standby service.
2. Consolidate each layer of concrete as placed. Insert vibrators vertically at points 18" to 30" apart; work into top area of previously placed layer to reconsolidate and slowly withdraw to surface. Keep vibrator heads free from form surface.
3. Systematically double back to consolidate concrete to maximum density and reconsolidate whenever possible.

3.03 CONCRETE JOINTS

A. Structural Joints (Construction/Cold Joints)

1. Joint locations shall be where shown or approved. Joints not indicated on the plans shall be made and located so as not to impair the strength of the structure, shall be located to meet the minimum requirements below, and shall be submitted to Architect for review prior to placement of concrete.
2. All surfaces of previously placed concrete at construction joint shall be cleaned, washed, and roughened by sandblasting per CBC 1906A.4. Horizontal construction joints at the bottom of walls (unless not allowed otherwise) shall be 2" slurry placed at beginning of pour unless it can be demonstrated with a "test" section that segregation of aggregate will not occur.
3. Length of continuous placement for walls, formed slabs, joists, beams, etc. shall not exceed a length (feet) equal to three times the slab thickness (inches) unless reviewed by the Architect. Pour sections shall be alternated or staggered. Submit proposed location of construction/cold/expansion joints for review prior to placing concrete. Foundations may be placed in up to 200-foot increments. Shut off locations shall be "keyed" with form boards and reinforcing extended through one lap length or more.
4. All reinforcement shall be continuous through unless lap splices are provided at each side of joint.

B. Expansion/Construction Joints (Dowel Joints and Control Joints)

1. Exterior walkways, patios and other non-structural concrete flatwork shall have expansion/construction joints formed by a 2" deep trowelled groove, or by asphalt impregnated joint material embedded 50% of the slab depth at 12' on center maximum. No section shall be placed with a length larger than two times its width. Additionally, place joints at all inside corners, and at intersections with other work.
2. Interior and Exterior Floor/work Area Slabs
 - a. Provide dowel joints or control joints at a maximum dimension (in feet) of three times the slab thickness (in inches) in each direction, unless noted otherwise. Install joints to match slab level and in straight lines.

C. Joint Types:

1. Dowel Joint: A keyed joint with smooth dowels passing through to allow unrestricted movement due to contraction and expansion. Joints are as shown on the drawings. Joint shall have a 3/8" wide by 3/4" deep void at top for flexible sealant.
2. Control Joint(s): Shrinkage crack control joints may be of the following types when shown on the drawings. Joints to be installed in a straight line between end points, and joint edges to be finished appropriate to type. Joints are as shown on the drawings, filled with sealant or as required by other finishes.
 - a. 2" deep x 1/4" wide trowelled joint.
 - b. A pre-manufactured plastic joint such as "Zip Strip" may be provided where covered by other finishes.
 - c. 1/8" x 2" masonite strip where covered by or finishes.

- d. 1/8" x 2" deep saw cut installed within eight hours of completion of finishing. Saw cuts shall not be made if aggregate separates from cement paste during the saw cut operation. Equipment shall be maintained such that surface finish is not marred. Saw cut joints not covered by other finishes shall be filled with sealant.

3.04 FLATWORK (All Concrete Formed & Finished Flat)

A. General

1. Edge forms and screeds: Edge forms and intermediate screed strips shall be set accurately to produce the design elevations and contours in the finished surface, and shall be sufficiently strong to support the type of screed to be used.
2. Jointing: Joints shall be located and detailed as indicated on the project drawings and specifications. Flatwork on ground may be cast in checkerboard patterns or in strips.
3. Consolidation: Concrete in slabs shall be thoroughly consolidated. Slab concrete shall be compacted and tamped with a grid tamper so that the coarse aggregate is pushed below the surface, but without working paste and fines to the surface. Screed the surface uniformly to grades. As soon as the surface becomes workable, it shall be wood or magnesium floated.
4. Evaporation retardant shall be placed on tamped and/or floated surface as necessary to retain surface moisture for finishing and to avoid plastic shrinkage cracking

B. Flatwork on Ground

1. Unless noted otherwise, sub-base for all concrete floor slabs shall consist of 4" minimum thickness of clean, free-draining rounded, thoroughly compacted baserock.
2. Over baserock material under interior concrete floor slabs, where called for on the drawings, apply a vapor barrier in widest practicable widths. All joints shall be lapped not less than 12 inches with the top lap in the direction of the pour and sealed with an approved cold plastic cement. Approved tape may be substituted for cement. Patch holes in vapor barrier similar to laps. Over membrane provide 2" thick layer of damp compacted concrete sand. Dampen sand prior to placing concrete. In winter months, do not place concrete unless sand layer is dried to a damp condition.

C. Finishes

1. Flatwork: All flatwork finishing must be performed by experienced operators. Flatwork shall be brought to grade for sloped slabs or to level grades as shown on drawings, and care shall be taken to insure full thickness in all cases. All floor surfaces shall be finished monolithically. Surfaces shall be uniform and level or sloped evenly to drains where they occur. Do not use liquid curing compounds or other coatings that may prevent bonding of tile-setting materials to slabs.
 - a. Flatwork which receives a surface applied membrane, ceramic tile or wood frame for raised floors for finish, shall be wood floated.
 - b. Flatwork requiring a finish surface is to be steel trowel finished (two min.).
 - c. Broom Texture Finish:
 - 1) For exterior surfaces where shown or not otherwise specified.

2) Finish as for steel trowel finish, except immediately following first trowelling (depending on conditions of concrete and nature of finish required), texture surfaces to a uniform condition using a medium or coarse fiber broom as directed by the Architect.

2. Lines and Levels:

a. Exterior surfaces not otherwise shown or required shall be transversely sloped to drain 1/8" minimum per foot. Exterior surfaces not required to be sloped shall be level within 3/4" overall, tolerance (+3/8", -3/8").

b. Interior surfaces:

1) Interior flatwork shall be level throughout within 1/2", tolerance (+1/4, -1/4") inch, as defined by the form work. Optionally, levelness shall meet or exceed the requirements of ACI 302 $F_L = 20$, unless otherwise noted.

c. Maximum Allowable Deviations in Trueness of Surfaces: Deviation in elevation of surfaces shall be as shown or approved, and deviations shall not exceed the following tolerances.

1) Deviation in trueness of surfaces may be measured using a 10-foot straight edge and shall not exceed the following tolerances, plus or minus, unless otherwise noted:

1/4-inch for wood float finishes and exterior surfaces.

1/8-inch for steel trowelled and other interior finishes.

2) Optionally, deviations in trueness shall meet or exceed minimum limits set by ACI 302 with F_F not less than 30, unless otherwise noted.

3. Defective Finishes: For defects in concrete finishes see Section 3.07 Defective Concrete.

3.5 FORMED SURFACES

A. Lines and Levels:

1. General: All concrete members shall be formed level and/or plumb. Maximum deviation is 1/8" end to end of any one member. All concrete shall be finished to match forms.

B. Finishes:

1. Intermediate joint and score marks and edges shall be tooled smooth where indicated, or as directed by the Architect.

2. Use steel radius tools of standard patterns or as required to achieve details shown or specified. All exposed corners not specified to be chamfered shall have radiused edges.

3. All finishes to be as required to achieve appearance specified on structural and architectural drawings and specifications.

C. Permanently Exposed Joints and Surfaces:

1. After removal of forms, inspect all exposed surfaces for defects and repair defective concrete per paragraph 3.07.

2. Maximum differential height within two feet and across construction joints is 1/16".

3. For curled edges at cracks and joints see Section 3.07 Defective Concrete.

3.06 CURING AND PROTECTION

A. General

1. Curing is intended to maintain water content for proper hydration and to minimize temperature ranges. Procedures shall be consistent therewith, as far as practical, and within scope of work specified.
2. Wheeling, working and walking on concrete shall be avoided for at least 24 hours after placement. Protect concrete from sun and rain.
3. All concrete shall be kept at or above 50 degrees F. during and for the first seven (7) days after placement. See paragraph 1.05 - Cold and Hot Weather Requirements.
4. Concrete shall not be subjected to any design loads until it is completely cured, and has attained its 28-day strength (21 days minimum).
5. Protect concrete from damage during subsequent building construction operations, during and after curing. The General Contractor is responsible for the protection of the finished slab from damage due to construction loads. Submit engineering analysis for point or wheel loads in excess of 10,000 lbs. on slabs on grade and 5,000 lbs. for slabs above grade.
6. Keep finished areas free from all traffic for four days minimum, or as necessary until surfaces have set sufficiently to prevent damage, or cover traffic areas with plywood sheets; maintain paper and plywood in place and in good repair for as long as necessary to protect against damage by any or all other construction operations.

B. Curing: Curing shall immediately follow finishing.

1. Flatwork on grade: Cure by one of the following methods:
 - a. Waterproof curing paper: While in thoroughly damp condition, cover with curing paper; lap seams 6" minimum and extend beyond slab or paving perimeters 6' minimum; seal all laps and edges with continuous reinforcing plastic tape.

Do not remove for 7 days minimum.
 - b. Cure/Sealer: Immediately upon completion of finishing, apply an approved cure/sealer to flatwork. Additionally, during hot and/or windy weather, flatwork shall be kept wet by a continuous fog spray, or wetted and covered with Polyethylene similar to B.1.a, for a minimum of 48 hours after application of cure/sealer. Curing shall continue beyond the minimum of 48 hours as necessary to insure proper curing. This method may be employed only when other concrete treatment or finished will not be affected by the cure/sealer applied, unless product is removed prior to installation of other finishes. Cure shall be applied at the maximum recommended application rate.
 - c. Water curing: Flatwork may be continuously water cured with a fog spray or flooded, for a period of seven (7) days minimum (including holidays and weekends). Alternatively cover with non-staining water-retaining materials and keep saturated for same period.
2. Elevated Flatwork
 - a. Waterproof curing paper per (1a) above or water cure per (1c) above for 14 days' period minimum.

- b. Apply cure/sealer per (1b) above after initial curing period.
 - 3. Flatwork on metal decking cure per (1b) above.
 - 4. Formed Concrete Members
 - a. Beams, walls, columns, etc. shall be adequately protected from cold and hot weather.
 - b. Forms shall be kept tight for a minimum of 7 days utilizing cloth materials as a complete cover, unless exposed surfaces are kept continuously damp.
 - 5. Foundations
 - a. Wet trenches prior to placing concrete. Apply approved cure/sealer immediately after floating.
- C. Hardener: After 30 days minimum curing, apply hardener to all floor slabs not receiving other finishes. Apply to clean, residue- (bond breakers, cure sealers, etc.) free surface in strict accordance with the manufacturer's directions.

3.07 DEFECTIVE CONCRETE AND DEFECTIVE FINISHES

- A. Defective materials and execution of construction:
- 1. Concrete that does not meet specifications may be required to be removed and replaced by the Owner.
 - a. Low strength concrete: Test remaining cylinder(s) at 56 days. If strength requirements are met, concrete strength is acceptable.
 - b. Excessive shrinkage, cracking, crazing or curling: Removal and replacement may be required by the Owner if repairs acceptable to the Owner cannot be made.
- B. Defective concrete shall be repaired or replaced as directed by the Architect, at no added expense to the Owner.
- 1. In general, minor defective work may be repaired by use of dry-pack and surface grinding of high spots, with permission of the Architect. If defective work is serious or affects the strength of the structure or the appearance, the Architect may require the removal and replacement of that portion of the concrete.
 - 2. Immediately after removing forms, all concrete surfaces shall be inspected and any pour joints, voids, rock pockets, tie-holes, etc., except as specified, shall be patched at once, but not until the surfaces have first been reviewed by the Architect. Prior to commencing work, submit for review the patching mixture and proposed method for use.
 - 3. Slabs on grade and on metal deck shall be reviewed by Contractor for "curled" slab edges and joints and shrinkage cracks just prior to installation of other floor finishes. Curled edges shall be ground flush, and cracks of 1/16" and more filled with cementitious grout as a filler.

4. High spots or protrusions caused by formwork, etc. shall be ground flush with surrounding concrete.
5. Slab sections not meeting trueness/flatness or lines/levels/levelness shall be removed and replaced unless otherwise directed by the Architect. The minimum section for removal is a 15' square area unless directed otherwise by the Architect.

3.08 GROUTING AND DRY-PACK

- A. Provide for setting steel plates and sill plates on concrete or masonry. Prepare using approved non-shrink grout aggregate to produce mortar 5,000 psi minimum at 28 days. Completely fill all voids; thoroughly compact in place.
- B. Bolts or inserts which have been dry-packed or grouted in place shall not be tensioned sooner than 7 days after packing.

3.09 CONDUITS AND PIPES IN CONCRETE

- A. Slabs on Grade: No conduit shall be embedded within the depth of the slab. No pipe, etc. exceeding 1" o.d. shall be embedded within the slab. All pipe within slab shall be laid on grade. Do not stack; separate pipe lines by 6" minimum. If it is required to embed larger pipe, thicken slab to meet that requirement.
- B. All individual pipes through concrete shall be sleeved, with 1" minimum clear all around from sleeve to reinforcing. Wrapped pipes shall have 1-1/2" clear to reinforcing all around. Pipe wrap shall be from 1/8" $\pm$ sheet foam with three wraps minimum.
- C. Groups of pipes and conduits shall be spaced at least 3 sleeve diameters apart such that concrete and reinforcement as specified is uninterrupted. When grouping of pipe and conduit is such that spacing is not possible, block outs in the foundation or other structural member shall be installed. The reinforcement specified shall be provided both top and bottom of the block out. Foundation depth at each side of block out shall match the specified footing depth, unless otherwise noted on the structural drawings. Other structural members affected by block outs shall be sized and reinforced as directed by the Architect. Pipes and conduits embedded in foundations, beams, columns, elevated slabs, and walls shall be centered through the depth and/or thickness. Maximum size to be imbedded shall not exceed the least dimension divided by 3. No conduit or pipes shall be imbedded in slab on metal deck.
- D. Where plumbing passes directly beneath foundations, thicken foundation as shown on the drawings and meet requirements of B above.

3.10 PROTECTION OF DRAINAGE SYSTEMS

- A. Care shall be taken not to introduce any foreign material into any specified drainage, piping or duct system. Cost of work required to repair or clean the drainage system as a result of failure to comply with this requirement will be back charged to the Contractor.

3.11 CLEAN UP

- A. Contractor shall keep the buildings free of debris at all times. At the completion of his work, he shall remove all materials from the premises and streets, scrape all drippings, and leave the entire work clean and free of debris.

END OF SECTION

SECTION 31 30 00

EARTHWORK

PART 1 - GENERAL

1.01 DESCRIPTION:

- A. Site inspection prior to bidding.
- B. Site preparation including setting grades, identifying utilities, and protecting site features and landscaping.
- C. Excavation for site structures, slabs-on-grade, and paving.
- D. Fill under slabs-on-grade and paving.
- E. Fill for over-excavation.
- F. Consolidation and compaction.
- G. Excavation, backfill, and compaction relating to mechanical, electrical, and under slabs-on-grades.
- H. Provide and implement the requirements of SWPPP which shall be followed throughout the length of the contract.

1.02 RELATED WORK SPECIFIED ELSEWHERE:

- A. Asphalt Paving 32 12 16.
- B. Concrete Paving 32 13 13.
- C. Cast in Place Concrete 03 30 00 (See PC Specifications)
- D. Mechanical and Electrical Sections.

1.03 REFERENCES:

- A. ANSI/ASTM D1556 - Test Method for Density of Soil in Place by the Sand-Cone Method.
- B. ANSI/ASTM D1557 - Test Methods for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures Using 10 lb. Rammer and 18 inch Drop.

1.04 SUBMITTALS:

- A. Submit under provisions of Section 01 33 00.
- B. Submit for approval of Architect/Engineer and Geotechnical Engineer, prior to any deliveries to site, samples of any proposed imported fill materials.

PART 2 - PRODUCTS

2.01 SOILS:

- A. See site-specific geotechnical engineering study for suitability of on-site soils to be used as engineered fill, for moisture conditioning, and for over excavation requirements.
- B. Import material, if required, shall meet the requirements as specified and approved by the Geotechnical Engineer.

PART 3 - EXECUTION

3.01 PREPARATION:

- A. Complete Work in strict accordance with Geotechnical Engineer's requirements.
- B. Protect adjacent properties from damage due to earthwork operations. Protect open excavations and trenches with fences, covers, or railings as required to maintain safe pedestrian and vehicular traffic.
- C. Identify required lines, levels, contours, and datum.
- D. Employ a competent instrument operator to properly lay out grades and stakes, using a professional type instrument, and to be present on site during grading, excavating and filling operations.
- E. Establish elevations, and set and protect stakes during earthwork operations.
- F. Identify known underground, above ground, and aerial utilities. Stake and flag locations.
- G. Notify utility company to remove and relocate utilities when required.
- H. Protect above and below grade utilities which are to remain.
- I. Protect trees, plant life, lawns, and other features remaining as a portion of final landscaping.
- J. Protect bench marks, sidewalks, paving, and curbs, either on-site or off-site, from damage due to construction, excavation equipment and vehicular traffic.

3.02 EXCAVATION:

- A. Underpin adjacent structures which may be damaged by excavation work, including utilities and pipe chases.
- B. Excavate subsoil required to accommodate trenching, slabs-on-grade, import fill, paving, and construction operations.
- C. Control drainage in the vicinity of the Work to prevent water from accumulating or running into the excavation or into adjacent property. Provide shoring and bulk-heading necessary to hold the earth back.
- D. When dust conditions exist, dampen the areas to prevent seepage of dust and transportation of debris into the buildings and onto adjacent property.
- E. Prevent standing water from developing in excavated portions of the Work at all times.

- F. Stockpile excavated material in areas designated on site or as directed by the Engineer. Remove all excess material not being used, from site.

3.03 TRENCHING:

- A. Footing Trenches: After completion of rough grading and acceptance of engineered fills, excavate to widths and depths shown on the Drawings. Excavations are subject to foundation inspection.
- B. Notify the Geotechnical Engineer two days prior to foundation trench completion and before placement of steel or forms. Foundation inspection must be completed before reinforcing steel or any form work is set. Forming of footing sidewalls shall be done only when approved by the Architect/Engineer.
- C. Hand trim trenches. Remove loose matter.
- D. Correct unauthorized excavation at no cost to Owner.
- E. Correct areas over-excavated by error or damaged by movement of the sides of the trench in accordance with this Section at no additional cost to the Owner.

3.04 BACKFILLING:

- A. Use only engineered or approved fill materials for required backfill. Compact in accordance with soil report.
- B. Backfill areas to contours and elevations with unfrozen materials.
- C. Maintain optimum moisture content of backfill materials to attain required compaction densities stipulated in soil report.
- D. Slope grade away from building minimum 1/4" per foot, unless noted otherwise.
- E. Make grade changes gradual. Blend slope into level areas.

3.05 COMPACTION:

- A. Preparation of engineered fill areas, selection and placing of engineered fill materials, shall be in conformance with the soils report, and will be observed and tested by the Soils Engineer.
- B. Notify Geotechnical Engineer two working days in advance of filling operations to permit required testing.
- C. Generally, compact subgrade to density requirements for subsequent backfill materials.

3.06 TOLERANCES:

- A. Rough Grade: Plus or minus .05 feet of design rough grade.
- B. Top Surface of Backfilling Under Paved Areas: Plus or minus .05 feet.

- C. Top Surface of General Backfilling: Plus or minus .05 feet.

3.07 FIELD QUALITY CONTROL:

- A. Field Density Test: The Geotechnical Engineer will observe and test earthwork and compacted areas, at least one test per each 600 cubic yards or fraction thereof; minimum of two tests per layer in isolated areas. Where sheepsfoot rollers are used, tests will be taken in compacted materials below the disturbed surface.
- B. When the relative compaction is below the percentage specified in the Soils Report, recompaction will be required until the stipulated percentage level is achieved.
- C. Laboratory tests will be based on ASTM D1557 to determine conformance with the recommendations of the Soils Report.

3.08 ADJUSTING:

- A. Restore, to the satisfaction of the Architect/Engineer, street pavements, walks, curbs, gutters, and trees, which become damaged in the performance of the Work.
- B. After completion of the Work, remove rubbish and equipment from the site.

3.09 PROTECTION:

- A. Protect finished work.
- B. Recompress fills subjected to vehicular traffic.
- C. Leave fill material stockpile areas completely free of excess fill materials.
- D. Before working over backfill, verify that such work has been properly backfilled and compacted. Promptly notify the Architect/Engineer, in writing, of contrary conditions.

END OF SECTION

SECTION 32 1 2 16

ASPHALT PAVING

PART 1 - GENERAL

1.01 DESCRIPTION:

- A. Work Included: Perform all asphalt paving work required for the project including patching in the Public Right of Way. Such work includes but is not limited to:
 - 1. Proper preparation of subgrade to receive aggregate base.
 - 2. Aggregate base for paved surfaces.
 - 3. Asphalt concrete surfacing.
 - 4. Seal coat.
- B. Related Work Specified Elsewhere:
 - 1. Earthwork 31 30 00.
 - 2. Concrete Paving 32 13 13.

1.2 REFERENCES, CODES AND STANDARDS:

The following references, codes and standards are hereby made a part of this Section and asphalt paving work shall conform to applicable requirements therein except as otherwise specified herein or shown on the Drawings. Nothing contained herein shall be construed as permitting or requiring work that is contrary to codes, rules and regulations of any local or State agency having jurisdiction.

- A. "Standard Specifications" as referred to herein are the Standard Specifications of the State of California, Business & Transportation Agency, Department of Transportation, latest publication.
- B. All work in public property shall conform to the requirements of and be subject to inspection by the local authorities have jurisdiction.

1.03 PROTECTION:

- A. Avoid all damage and asphalt stains to adjoining buildings and surfaces. Take special precautions to prevent stains on adjacent building walls, concrete paving, curbs, etc.
- B. Permit no traffic on finished paving until surfaces have cured sufficiently to resist marking.

PART 2 - PRODUCTS

2.1 MATERIALS:

(Section designations refer to "State of California Standard Specifications").

- A. Asphalts:
 - 1. Prime Coat: Liquid -asphalt conforming to Section 93-1.01, medium curing MC-70.

2. Tackcoat: Slow setting type asphalt emulsion (SSlh) conforming to Section 94, or as approved.
 3. Paving Asphalt: Steam refined asphalt conforming to Section 92-1.02, AR-4000.
 4. Seal Coat: Slow setting type asphalt emulsion (SSI) conforming to Section 94.
- B. Aggregate for Asphalt Concrete: Type B aggregate conforming to Section 39-2.02, 1/2" maximum size, medium grading.
- C. Aggregate for Base Course: Class 2 Aggregate Base conforming to Section 26-1.02B, 3/4" maximum size.

2.2 PROPORTIONING AND MIXING:

Proportion and mix asphalt concrete as per Section 39-3.

PART 3 - EXECUTION

3.01 CONDITION OF SURFACES:

- A. Subgrade shall be at proper elevation.
- B. Utility trenches shall be complete including satisfactory backfill and compaction, approved by Soil Engineer.
- C. Drainage structures, gratings and frames shall be in place, complete and at proper elevation.
- D. Commencement of paving work implies acceptance of surfaces as satisfactory.

3.2 PREPARATION:

The upper 6" of final subgrade in areas to receive paving shall be scarified (if necessary) and uniformly compacted to not less than 95% (ASTM D 1557-78 method). Comply with applicable requirements of Earthwork Section governing compaction. Immediately prior to placing aggregate base, the grading plane at any point shall not vary more than 0.10' above or below the grade established. After compaction and trimming, subgrade shall be firm, hard and unyielding. All work in accordance with the subsurface investigation for the project.

3.03 INSTALLATION

- A. Cutting for Patching work shall be saw cut.
- B. Aggregate Base: Construct aggregate base as per Section 26 of Standard Specifications for Class 2 base, minimum compacted thickness as noted on Drawings. Finished surface shall not vary more than 0.05' above or below the established grade. Compact to a density not less than 95 percent (ASTM D 1557-78 method). 6" at exterior parking and 8" in drive aisles.
- C. Prime Coat: Apply prime coat at an approximate total rate of 0.25 gallons per square yard to areas receiving asphalt concrete except surfaces specified for tackcoat. Conform to Section 39-4.02 of Standard Specifications.

- D. Tackcoat: Apply tackcoat to vertical surfaces such as curbs, construction joints, etc., against which asphalt concrete is to be placed. Apply at a rate of from 0.02 gallon to 0.10 gallon per square yard. Conform to Section 39-4.02 (Paint Binder) of Standard Specifications.
- E. Asphalt Concrete: Spread and compact asphalt concrete as per Section 39-5 and 39-6 of the Standard Specifications. Minimum compacted thickness shall be as noted on Drawings. Compact to a density not less than 95 percent (California Test Method No. 304). 2-1/2" at auto parking; 3-1/2" at aisles and driveways.
- F. Seal Coat: Apply fog seal coat to thoroughly cleaned and finished surfaces of asphalt concrete paving in accord with Section 37. Apply at a rate of .10 gallon (emulsion rate not including water) per square yard. "Construction" seal coat shall be applied immediately after pavement placement and a final seal coat shall be applied to asphalt surfaces immediately prior to acceptance of entire project (regardless of time of completion of paving).
- G. Install paving and base so that surface conforms to finish grades indicated.
- H. Make minor revisions in grades as required to meet existing surface elevations. Make variations in slope and grade gradual subject to approval of Civil Engineer.
- I. Provide paving with positive drainage so that water does not pond. In general, slope of asphalt surfaces shall not be less than 1/4" in 1-0" where possible.

END OF SECTION

SECTION 32 13 13
CONCRETE PAVING

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Sidewalks, sign bases and fence/gateposts.

1.02 RELATED WORK SPECIFIED ELSEWHERE:

- A. Subsurface Investigation 02 30 00.
- B. Earthwork 31 30 00.
- C. Concrete Forms 03 11 00.
- D. Concrete Reinforcement 03 20 00.
- E. Concrete 03 30 00.

1.03 REFERENCES

- A. ANSI/ASTM A185 - Welded Steel Wire Fabric or Concrete Reinforcement.
- B. ANSI/ASTM D1751 - Preformed Expansion Joint Fillers for Concrete Paving and Structural Construction.
- C. ASTM A615 - Deformed and Plain Billet-Steel for Concrete Reinforcement.
- D. ASTM C260 - Air-Entraining Admixtures for Concrete.
- E. ASTM C309 - Liquid Membrane-Forming Compounds for Curing Concrete.
- F. ASTM C494 - Chemical Admixtures for Concrete.
- G. FS TT-C-800 - Curing Compound, Concrete, for New and Existing Surfaces.

1.04 SUBMITTALS: Comply with requirements of Shop Drawings, Product Data and Samples Section 01 33 00.

1.05 QUALITY ASSURANCE

- A. Perform work in accordance with Section 01 40 00.
- B. Obtain cementitious materials from same source throughout.

1.06 ENVIRONMENTAL REQUIREMENTS

- A. Do not place concrete when base surface temperature is less than 40 degrees F, or surface is saturated or frozen.

PART 2 - PRODUCTS

2.01 CONCRETE MATERIALS

A. Concrete Paving.

1. Compressive strength of 2500 psi for paving concrete.

2.02 FORM MATERIALS

A. Concrete Forms 03 11 00.

2.03 REINFORCEMENT

A. Reinforcing Steel.

1. Welded Steel Wire Fabric: 6 x 6 – w1 .4 x w1 .4 w/f flat sheets; unfinished.
2. Dowels: ASTM A615; smooth plain steel, unfinished finish.

2.04 SUB-GRADE:

- #### **A.**
- Provide 4" AB with 90% relative compaction over 8" non-expansive material with 90% relative compaction (refer to site preparation, grading and compaction requirements given in the soil investigation report).

PART 3 - EXECUTION

3.01 EXAMINATION

- #### **A.**
- Verify gradients and elevations of substrate are correct.
- #### **B.**
- Verify that substrate is level, smooth, and capable of supporting curbs, and curb and gutter sections.
- #### **C.**
- Verify compacted subgrade is acceptable and ready to support paving and imposed loads.

3.02 PREPARATION

- #### **A.**
- Moisten base to minimize absorption of water from fresh concrete.
- #### **B.**
- Coat surfaces of manhole, catch basin, and other metal frames with oil to prevent bond with concrete.

3.03 FORMING

- #### **A.**
- Place and secure forms to correct location, dimension, and profile.
- #### **B.**
- Assemble form work to permit easy stripping and dismantling without damaging concrete.

- C. Place joint filler vertical in position, in straight lines. Secure to form work during concrete placement.

3.04 REINFORCEMENT

- A. Place reinforcement as indicated.
 - B. Place reinforcement at mid-height of slabs-on-grade.
 - C. Interrupt reinforcement at expansion joints, per plans.
- D. Reinforcement for on grade slabs shall be held at correct elevation with masonry blocks at a minimum of 4 feet on center in each direction.

3.05 PLACING CONCRETE

- A. Place concrete in accordance with State Standard Specifications.
 - B. Ensure reinforcement, inserts, embedded parts, formed joints and subgrade are not disturbed during concrete placement.
 - C. Place concrete continuously between predetermined construction joints. Do not break or interrupt successive pours such that cold joints occur.
- A. Place concrete to pattern indicated.

3.06 JOINTS

- A. Place expansion joints at maximum of 20 foot intervals where not specified. Align curb, gutter, and sidewalk joints.
- B. Provide 1/4" deep scored joints in sidewalks at 5 feet intervals.

3.07 PROTECTION

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

END OF SECTION