

PROJECT MANUAL

BID NUMBER: 102

REDWOOD HIGH SCHOOL POOL REPLASTERING PROJECT

TAMALPAIS UNION HIGH SCHOOL DISTRICT

BIDS April 15, 2025

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NOTICE TO BIDDERS

1. Notice is hereby given that the governing board ("Board") of the Tamalpais Union High School District ("District") will receive sealed bids for the following project, **Bid No. 102** ("Project" or "Contract"):

REDWOOD HIGH SCHOOL POOL REPLASTERING PROJECT

2. The Project consists of:
Demolition and replacement of plaster and associated finishes of existing Redwood High School swimming pool. Associated ADA improvements.
3. To bid on this Project, the Bidder is required to possess one or more of the following State of California contractors' license(s): **C-53 – Swimming Pool**

The Bidder's license(s) must remain active and in good standing throughout the term of the Contract.
4. To bid on this Project, the Bidder is required to be registered as a public works contractor with the Department of Industrial Relations pursuant to the Labor Code.
5. Contract Documents will be available on or after March 26, 2025, for review by contacting Brenda Parella, Greystone West at brenda@greystonewest.com for an electronic set of plans; or visiting the District Facilities Planning office at 333 Doherty Drive, Larkspur, California to review a hard copy of the plans; or may be downloaded from the District's website at:
<https://www.tamdistrict.org/administration/maintenance-operations/rfprfq-bid-information>, using the "**Notices Inviting Bids**" link.
6. Sealed bids will be received until **2:00 p.m., April 15, 2025**, at the District Facilities Planning Office, 333 Doherty Drive, Larkspur, California 94939, at or after which time the bids will be opened and publicly read aloud. Any bid that is submitted after this time shall be nonresponsive and returned to the bidder. Any claim by a bidder of error in its bid must be made in compliance with section 5102 et seq. of the Public Contract Code.
7. All bids shall be on the form provided by the District. Each bid must conform and be responsive to all pertinent Contract Documents, including, but not limited to, the Instructions to Bidders.
8. A bid bond by an admitted surety insurer on the form provided by the District, a cashier's check or a certified check, drawn to the order of the Tamalpais Union High School District, in the amount of ten percent (10%) of the total bid price shall accompany the Bid Form and Proposal, as a guarantee that the Bidder will, within seven (7) calendar days after the date of the Notice of Award, enter into a contract with the District for the performance of the services as stipulated in the bid.
9. A **mandatory** pre-bid conference and site visit will be held on **Wednesday, April 2, 2025, at 2:00 p.m.** at Redwood High School - all interested participants shall meet at the District Office entrance at 395 Doherty Drive, Larkspur, California,

and can park in the East Parking Lot in open visitor parking spaces. All participants are required to sign in before the site visit begins, District staff will escort all participants from the District Office to the pool for the site tour. The site visit is expected to take approximately 30 minutes. Failure to attend or tardiness will render bid ineligible.

10. 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.
11. 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.
12. The successful Bidder will be required to certify that it either meets the Disabled Veteran Business Enterprise ("DVBE") goal of three percent (3%) participation or made a good faith effort to solicit DVBE participation in this Contract if it is awarded the Contract for the Work.
13. The Contractor and all Subcontractors under the Contractor shall pay all workers on all Work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to section 1770 et seq. of the California Labor Code. Prevailing wage rates are also available from the District or on the Internet at: <<http://www.dir.ca.gov>>.
14. This Project is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations pursuant to Labor Code section 1771.4 and subject to the requirements of Title 8 of the California Code of Regulations. The successful Bidder shall comply with all requirements of Division 2, Part 7, Chapter 1, Articles 1-5 of the Labor Code.
15. The District shall award the Contract, if it awards it at all, to the lowest responsive responsible bidder based on the **base bid amount only**.
16. The Board reserves the right to reject any and all bids and/or waive any irregularity in any bid received. If the District awards the Contract, the security of unsuccessful bidder(s) shall be returned within sixty (60) days from the time the award is made. Unless otherwise required by law, no bidder may withdraw its bid for ninety (90) days after the date of the bid opening.

END OF DOCUMENT

DOCUMENT 00 21 13
INSTRUCTIONS TO BIDDERS

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

Tamalpais Union High 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, for the following project ("Project" or "Contract"):

Redwood High School Pool Replastering Project

2. A Bidder and its subcontractors must possess the appropriate State of California contractors' license and must maintain the license throughout the duration of the project. Bidders must also be registered as a public works contractor with the Department of Industrial Relations pursuant to the Labor Code. Bids submitted by a contractor who is not properly licensed or registered shall be deemed nonresponsive and will not be considered.
3. 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. **N/A**
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 nonresponsive as a result of any error or omission in the bid. Bidders must complete and submit all of the following documents with the Bid Form and Proposal:
 - a. Bid Bond on the District's form, or other security.
 - b. Designated Subcontractors List.
 - c. Site Visit Certification, if a site visit was required.
 - d. Non-Collusion Declaration.
 - e. Iran Contracting Act Certification, if contract value is \$1,000,000 or more.
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 nonresponsive and will not be considered.
12. If Bidder to whom the Contract is awarded fails or neglects to enter into the Contract and submit required bonds, insurance certificates, and all other required documents, within **TEN (10)** calendar days after the date of the Notice of Award, District may deposit Bid Bond, cashier's check, or certified check for collection, and proceeds thereof may be retained by District as liquidated damages for failure of Bidder to enter into Contract, in the sole discretion of District. It is agreed that calculation of damages District may suffer as a result of Bidder's failure to enter into the Contract would be extremely difficult and impractical to determine and that the amount of the Bidder's required bid security shall be the agreed and conclusively presumed amount of damages.
13. Bidders must submit with the bid the Designated Subcontractors List for those subcontractors who will perform any portion of Work, including labor, rendering of service, or specially fabricating and installing a portion of the Work or improvement according to detailed drawings contained in the plans and specifications, in excess of one half of one percent (0.5%) of total bid. Failure to submit this list when required by law shall result in bid being deemed nonresponsive and the bid will not be considered.
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 nonresponsive and will not be considered.
- 17. The Contractor and all Subcontractors under the Contractor shall pay all workers on all work performed pursuant to the Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the Department of Industrial Relations, are available upon request at the District's principal office. Prevailing wage rates are also available on the internet at <http://www.dir.ca.gov>.
- 18. Submission of bid signifies careful examination of Contract Documents and complete understanding of the nature, extent, and location of Work to be performed. Bidders must complete the tasks listed below as a condition to bidding, and submission of a bid shall constitute the Bidder's express representation to District that Bidder has fully completed the following:
 - a. Bidder has visited the Site, if required, and has examined thoroughly and understood the nature and extent of the Contract Documents, Work, Site, locality, actual conditions, as-built conditions, and all local conditions and federal, state and local laws, and regulations that in any manner may affect cost, progress, performance, or furnishing of Work or that relate to any

aspect of the means, methods, techniques, sequences, or procedures of construction to be employed by Bidder and safety precautions and programs incident thereto;

- b. Bidder has conducted or obtained and has understood all examinations, investigations, explorations, tests, reports, and studies that pertain to the subsurface conditions, as-built conditions, underground facilities, and all other physical conditions at or contiguous to the Site or otherwise that may affect the cost, progress, performance, or furnishing of Work, as Bidder considers necessary for the performance or furnishing of Work at the Contract Sum, within the Contract Time, and in accordance with the other terms and conditions of Contract Documents, including specifically the provisions of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies, or similar information or data are or will be required by Bidder for such purposes;
- c. Bidder has correlated its knowledge and the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents;
- d. Bidder has given the District prompt written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in or among the Contract Documents and the actual conditions, and the written resolution(s) thereof by the District is/are acceptable to Bidder;
- e. Bidder has made a complete disclosure in writing to the District of all facts bearing upon any possible interest, direct or indirect, that Bidder believes any representative of the District or other officer or employee of the District presently has or will have in this Contract or in the performance thereof or in any portion of the profits thereof;
- f. Bidder must, prior to bidding, perform the work, investigations, research, and analysis required by this document and that Bidder represented in its Bid Form and Proposal and the Agreement that it performed prior to bidding. Contractor under this Contract is charged with all information and knowledge that a reasonable bidder would ascertain from having performed this required work, investigation, research, and analysis. Bid prices must include entire cost of all work "incidental" to completion of the Work.
- g. Conditions Shown on the Contract Documents: Information as to underground conditions, as-built conditions, or other conditions or obstructions, indicated in the Contract Documents, e.g., on Drawings or in Specifications, has been obtained with reasonable care, and has been recorded in good faith. However, District only warrants, and Bidder may only rely, on the accuracy of limited types of information.
 - (1) As to above-ground conditions or as-built conditions shown or indicated in the Contract Documents, there is no warranty, express or implied, or any representation express or implied, that such information is correctly shown or indicated. This information is verifiable by independent investigation and Bidder is required to make such verification as a condition to bidding. In submitting its Bid,

Bidder shall rely on the results of its own independent investigation. In submitting its Bid, Bidder shall not rely on District-supplied information regarding above-ground conditions or as-built conditions.

- (2) As to any subsurface condition shown or indicated in the Contract Documents, Bidder may rely only upon the general accuracy of actual reported depths, actual reported character of materials, actual reported soil types, actual reported water conditions, or actual obstructions shown or indicated. District is not responsible for the completeness of such information for bidding or construction; nor is District responsible in any way for any conclusions or opinions that the Bidder has drawn from such information; nor is the District responsible for subsurface conditions that are not specifically shown (for example, District is not responsible for soil conditions in areas contiguous to areas where a subsurface condition is shown).

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

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

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 Greystone West, Jason Cave, jason@greystonewest.com and Brenda Parella, brenda@greystonewest.com and cc the District to Mike Woolard, mwoolard@tamdistrict.org. Interpretations or clarifications considered necessary by the District in response to such questions will be issued in writing by Addenda and emailed or delivered to all parties recorded by the District as having received the Contract Documents or posted on the District's website at <https://www.tamdistrict.org/administration/maintenance-operations/rfprfq-bidinformation>. 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 secured from the District.
24. This 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.

26. Discrepancies between written words and figures, or words and numerals, will be resolved in favor of figures or numerals.
27. Bidders in contention for contract awards shall be required to attend a Post-Bid interview, which will be set within three (3) calendar days following bid opening. A duly authorized representative of the apparent low bidder is required to attend the Post Bid Interview, in person. The apparent low bidder's authorized representative(s) must have (1) knowledge of how the bid submitted was prepared, (2) the person responsible for supervising performance of the Work, and (3) the authority to bind the apparent low bidder. Failure to attend the Post Bid Interview as scheduled will be considered just cause for the District to reject the Bid as nonresponsive.
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. The Bidder to whom Contract is awarded shall execute and submit the following documents by 5:00 p.m. of the **TENTH (10th)** calendar day following the date of the Notice of Award. Failure to properly and timely submit these documents entitles District to reject the bid as nonresponsive.
- a. Agreement: To be executed by successful Bidder. District may require Contractor to submit up to three (3) copies, each bearing an original signature.
 - b. Performance Bond (100%): On the form provided in the Contract Documents and fully executed as indicated on the form.
 - c. Payment Bond (Contractor's Labor and Material Bond) (100%): On the form provided in the Contract Documents and fully executed as indicated on the form.
 - d. Insurance Certificates and Endorsements as required.
 - e. Workers' Compensation Certification.
 - f. Prevailing Wage and Related Labor Requirements Certification.
 - g. Disabled Veteran Business Enterprise Participation Certification.

- h. Drug-Free Workplace Certification.
 - i. Tobacco-Free Environment Certification.
 - j. Drug and Alcohol-Free Schools Certification.
 - k. Workplace Violence Prevention Plan Certification.
 - l. Hazardous Materials Certification.
 - m. Lead-Based Materials Certification.
 - n. Imported Materials Certification.
 - o. Criminal Background Investigation/Fingerprinting Certification.
 - p. Registered Subcontractors List: Must include Department of Industrial Relations (DIR) registration number of each subcontractor for all tiers.
30. 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.

31. District reserves the right to reject any or all bids, including without limitation the right to reject any or all nonconforming, nonresponsive, unbalanced, or conditional bids, to re-bid, and to reject the bid of any bidder if District believes that it would not be in the best interest of the District to make an award to that bidder, whether because the bid is not responsive or the bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by District. District also reserves the right to waive any inconsequential deviations or irregularities in any bid. For purposes of this paragraph, an "unbalanced bid" is one having nominal prices for some work items and/or enhanced prices for other work items.
32. It is the policy of the District that no qualified person shall be excluded from participating in, be denied the benefits of, or otherwise be subjected to discrimination in any consideration leading to the award of contract, based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, reproductive health decision-making, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or veteran or military status. The Successful Bidder and its subcontractors shall comply with applicable federal and state laws, including, but not limited to the California Fair Employment and Housing Act, beginning with Government Code section 12900, and Labor Code section 1735.
33. Prior to the award of Contract, District reserves the right to consider the responsibility of the Bidder. District may conduct investigations as District deems necessary to assist in the evaluation of any bid and to establish the responsibility, including, without limitation, qualifications and financial ability of Bidders, proposed subcontractors, suppliers, and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to District's satisfaction within the prescribed time.

END OF DOCUMENT

DOCUMENT 00 21 13.1

BIDDER INFORMATION AND FORMS

**[INTENTIONALLY LEFT BLANK UNLESS PROVIDED IN SPECIAL CONDITIONS
– SEPARATE PREQUALIFICATION PROCESS RECOMMENDED]**

END OF DOCUMENT

DOCUMENT 00 41 13
BID FORM AND PROPOSAL

To: Governing Board of the Tamalpais Union High School District ("District" or "Owner")

From:

(Proper Name of Bidder)

The undersigned declares that Bidder has read and understands the Contract Documents, including, without limitation, the Notice to Bidders and the Instructions to Bidders, and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all work in accordance with the terms and conditions of the Contract Documents, including, without limitation, the Drawings and Specifications of **Bid No. 102**, for the following project known as:

Redwood High School Pool Replastering Project

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

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

Additive/Deductive Alternates: N/A

Descriptions of alternates are primarily scope definitions and do not necessarily detail the full range of materials and processes needed to complete the construction.

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): **N/A**

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

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

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

1. The undersigned has reviewed the Work outlined in the Contract Documents and fully understands the scope of Work required in this Proposal, understands the construction and project management function(s) is described in the Contract Documents, and that each Bidder who is awarded a contract shall be in fact a prime contractor, not a subcontractor, to the District, and agrees that its Proposal, if accepted by the District, will be the basis for the Bidder to enter into a contract with the District in accordance with the intent of the Contract Documents.
2. 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 before bid date to verify the issuance of any clarifying Addenda.
3. 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.
4. The liquidated damages clause of the General Conditions and Agreement is hereby acknowledged.
5. 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.
6. The following documents are attached hereto:
 - Bid Bond on the District's form or other security
 - Designated Subcontractors List
 - Site Visit Certification
 - Non-Collusion Declaration
 - Iran Contracting Act Certification
7. Receipt and acceptance of the following Addenda is hereby acknowledged:

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

8. Bidder acknowledges that the license required for performance of the Work is a **C-53** license.

9. 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.
10. 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.
11. 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.
12. 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.
13. 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.
14. 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.
15. The undersigned Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the Contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents and registered as a public works contractor with the Department of Industrial Relations. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.

[SIGNATURE ON FOLLOWING PAGE]

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

Dated this _____ day of _____ 2025

Name of Bidder: _____

Type of Organization: _____

Signature: _____

Print Name: _____

Title: _____

Address of Bidder: _____

Taxpayer Identification No. of Bidder: _____

Telephone Number: _____

Fax Number: _____

E-mail: _____ Web Page: _____

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

No.: _____ Class: _____ Expiration Date: _____

No.: _____ Class: _____ Expiration Date: _____

Public Works Contractor Registration No.: _____

END OF DOCUMENT

DOCUMENT 00 43 13
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 Tamalpais Union High School District ("District") of Marin County, State of California, as Obligee, in an amount equal to **ten percent (10%) of the Base Bid** plus alternates, for the payment of which sum well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted a bid to the District for all Work specifically described in the accompanying bid for the following project: **Redwood High School Pool Replastering 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 ten (10) 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 _____, 2025.

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

DOCUMENT 00 43 36
DESIGNATED SUBCONTRACTORS LIST
(Public Contact Code Sections 4102-4114)

PROJECT: **Redwood High School Pool Replastering Project**

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: _____

(Provide additional sheets as needed to document all Subcontractors used on project).

Date: _____

Proper Name of Bidder: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

DOCUMENT 00 45 01
SITE VISIT/JOB WALK CERTIFICATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID
(ONLY IF SITE VISIT/JOB WALK WAS MANDATORY)

PROJECT: Redwood High School Pool Replastering 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 Tamalpais Union High 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: _____

ATTACHMENTS:

- 1.
- 2.
- 3.

END OF DOCUMENT

DOCUMENT 00 45 19
NON-COLLUSION DECLARATION
(Public Contract Code Section 7106)

The undersigned declares:

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

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____,
[Date]

at _____,
[City] [State]

Date: _____

Proper Name of Bidder: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

DOCUMENT 00 45 19.01
IRAN CONTRACTING ACT CERTIFICATION
(Public Contract Code Sections 2202-2208)

BID NO.: 102 between the Tamalpais Union High School District ("District") and _____
_____"Contractor" or "Bidder") ("Contract" or
"Project").

Prior to bidding on or submitting a proposal for a contract for goods or services of
\$1,000,000 or more, the bidder/proposer must submit this certification pursuant to Public
Contract Code section 2204.

The bidder/proposer must complete **ONLY ONE** of the following two options. To complete
OPTION 1, check the corresponding box **and** complete the certification below. To complete
OPTION 2, check the corresponding box, complete the certification below, and attach
documentation demonstrating the exemption approval.

OPTION 1. Bidder/Proposer is not on the current list of persons engaged in
investment activities in Iran created by the California Department of General
Services ("DGS") pursuant to Public Contract Code section 2203(b), and we are not a financial
institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for
45 days or more, if that other person will use the credit to provide goods or services in the energy
sector in Iran and is identified on the current list of persons engaged in investment activities in Iran
created by DGS.

☐ **OPTION 2.** Bidder/Proposer has received a written exemption from the
certification requirement pursuant to Public Contract Code sections 2203(c) and (d).
*A copy of the written documentation demonstrating the exemption approval is
included with our bid/proposal.*

CERTIFICATION:

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY, that I am duly
authorized to legally bind the bidder/proposer to the OPTION selected above. This
certification is made under the laws of the State of California.

<i>Vendor Name/Financial Institution (Printed)</i>	<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	<i>Date Executed</i>

END OF DOCUMENT

DOCUMENT 00 45 26
WORKERS' COMPENSATION CERTIFICATION

BID NO.: 102 between the Tamalpais Union High 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

DOCUMENT 00 45 46.01
PREVAILING WAGE AND
RELATED LABOR REQUIREMENTS CERTIFICATION

BID NO.: 102 between the Tamalpais Union High 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

DOCUMENT 00 45 46.02
DISABLED VETERAN BUSINESS ENTERPRISE
PARTICIPATION CERTIFICATION

BID NO.: 102 between the Tamalpais Union High School District ("District") and _____
_____"Contractor" or "Bidder") ("Contract" or
"Project").

GENERAL INSTRUCTIONS

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

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

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

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

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

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

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

CATEGORY	TELEPHONE NUMBER	DATE CONTACTED	PERSON CONTACTED
1. The District, if any			*
2. OSDS, provides assistance locating DVBEs at https://caleprocure.ca.gov/pages/PublicSearch/supplier-search.aspx	(916) 375-4940		*
3. DVBE Organization (List)			*

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

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

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

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

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

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

CERTIFICATION

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

Date: _____
Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

DOCUMENT 00 45 46.03
DRUG-FREE WORKPLACE CERTIFICATION

BID NO.: 102 between the Tamalpais Union High 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 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 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

DOCUMENT 00 45 46.04
TOBACCO-FREE ENVIRONMENT CERTIFICATION

BID NO.: 102 between the Tamalpais Union High 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

DOCUMENT 00 45 46.05
DRUG AND ALCOHOL-FREE SCHOOLS CERTIFICATION

BID NO.: 102 between the Tamalpais Union High School District ("District") and _____
_____"("Contractor" or "Bidder") ("Contract" or
"Project").

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

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

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

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

DOCUMENT 00 45 46.06
WORKPLACE VIOLENCE PREVENTION PLAN CERTIFICATION

BID NO.: 102 between the Tamalpais Union High School District ("District") and _____

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

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

<https://simbli.eboardsolutions.com/Meetings/Attachment.aspx?S=36030468&AID=842333&MID=31098> or is available at the District Office.

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

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

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

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

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF SECTION

TAMALPAIS UNION HIGH

SCHOOL DISTRICT

**Redwood High School Pool Replastering
Project**

WORKPLACE VIOLENCE PREVENTION PLAN

CERTIFICATION

DOCUMENT 00 45 46.06-1

DOCUMENT 00 45 46.07
HAZARDOUS MATERIALS CERTIFICATION

BID NO.: 102 between Tamalpais Union High School District ("District") and _____
_____"("Contractor" or "Bidder") ("Contract" or
"Project").

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

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

DOCUMENT 00 45 46.08
LEAD-BASED MATERIALS CERTIFICATION

BID NO.: 102 between the Tamalpais Union High School District ("District") and _____ ("Contractor" or "Bidder") ("Contract" or "Project").

This certification provides notice to the Contractor that:

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

1. Lead as a Health Hazard

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

Exposures may result from construction or remodeling activities that disturb lead paint, from ordinary wear and tear of windows and doors, or from friction on other surfaces.

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

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

2. Overview of California Law

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

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

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

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

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

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

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

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

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

The RRP requirements apply to all contractors who disturb lead-based paint in a six- square-foot or greater area indoors or a 20-square-foot or greater area outdoors. If a DPH-certified inspector or risk assessor determines that a home constructed before 1978 is lead-free, the federal certification is not required for anyone working on that particular building.

4. Contractor's Liability

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

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

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

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

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

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

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

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

IMPORTED MATERIALS CERTIFICATION

BID NO.: 102 between the Tamalpais Union High 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 and shall be provided to the District at least ten (10) days before delivery. 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 21020 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

DOCUMENT 00 45 46.10
CRIMINAL BACKGROUND INVESTIGATION/
FINGERPRINTING CERTIFICATION

BID NO.: 102 between the Tamalpais Union High School District ("District") and _____

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

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

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

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

Name: _____

Title: _____

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

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

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

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

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

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

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

[CONTINUED ON NEXT PAGE]

ATTACHMENT "A"

List of Employees/Subcontractors

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

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

END OF DOCUMENT

DOCUMENT 00 45 49
REGISTERED SUBCONTRACTORS LIST
(Labor Code Section 1771.1)

PROJECT: **Redwood High School Pool Replastering 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: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name:

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name:

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name:

DIR Registration #: _____

Portion of Work: _____

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DIR Registration #: _____

Portion of Work: _____

Subcontractor Name:

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name:

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name:

DIR Registration #: _____

Portion of Work: _____

Date: _____

Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT



TAMALPAIS UNION HIGH SCHOOL DISTRICT

NOTICE OF AWARD

Contractor: *Contractor Name* (Contractor Address))

Project: **Redwood High School Pool Replastering Project - BID NO. 102**

Contractor has been awarded the Contract for the above-referenced Project on **Date of Award**, by action of the District's Board of Trustees at the public Board meeting held on **Date of Board Approval** (if needed).

The Contract Price is **Contract Price – spelled out (\$xxx,xxx,xxx)**.

You are required to execute the Contract and furnish the required documents listed below within **ten (10) calendar days** from the date of issuance of this Notice of Award (as signed and dated below):

- a. *Agreement:* To be executed by successful Bidder; submit three (3) copies, each bearing an original signature.
- b. *Performance Bond (100%):* On the form provided in the Contract Documents and fully executed as indicated on the form.
- c. *Payment Bond (Contractor's Labor & Material Bond) (100%):* On the form provided in the Contract Documents and fully executed as indicated on the form.
- d. *Insurance Certificates and Endorsements:* As required.
- e. *Workers' Compensation Certification.*
- f. *Prevailing Wage and Related Labor Requirements Certification.*
- g. *Disabled Veteran Business Enterprise Participation Certification:* As required.
- h. *Drug-Free Workplace Certification:* As required.
- i. *Tobacco-Free Workplace Certification:* As required.
- j. *Drug & Alcohol-Free Schools Certification:* As required.
- k. *Workplace Violence Prevention Plan Certification*
- l. *Hazardous Materials Certification:* As required.
- m. *Lead-Based Materials Certification:* As required.
- n. *Imported Materials Certification:* As required.
- o. *Criminal Background Investigation/Fingerprinting Certification.*
- p. *Registered Subcontractors List: Must include Department of Industrial Relations (DIR) registration number of each subcontractor for all tiers.*

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

You are required to return an acknowledged copy of this Notice of Award to the District, attention to Mike Woolard, Senior Director of Facilities Planning. After you comply with these conditions, the District will provide one fully-signed original of the Agreement.

SIGNATURE

Dated: _____

By: _____

Mike Woolard
Senior Director of Facilities Planning

Contractor to sign and date this NOA to acknowledge acceptance.

Contractor's Acknowledgement of Acceptance for Notice of Award:

Receipt of this Notice of Award is hereby acknowledged by **Contractor Name**

Authorized Company Representative

Date

Title

**TAMALPAIS UNION
HIGH SCHOOL DISTRICT
Redwood High School Pool Replastering Project
00-51-00-2**

**NOTICE OF AWARD
DOCUMENT**

AGREEMENT FOR CONSTRUCTION SERVICES (SMALL PROJECTS)

AGREEMENT NUMBER 102

THIS AGREEMENT is made and entered into this _____ day of _____, 2025, by and between _____ ("Contractor") and Tamalpais Union High 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"):

Contractor's duties and services under this Contract shall not include preparing or assisting the District with any portion of the District's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the District. The District shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this Project. Contractor's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Contractor shall cooperate with the District to ensure that all bidders for a subsequent contract on any subsequent phase of this Project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by Contractor pursuant to this Contract.

2. Payment for the Work shall be made in accordance with the Terms and Conditions.
3. Contractor shall perform the Work at Redwood High School, 395 Doherty Drive, Larkspur, CA ("Site"). The Project is the scope of Work performed at the Site.
4. Work shall be completed within Thirty-Five (35) consecutive calendar days ("Contract Time") from the date specified in the District's Notice to Proceed, unless terminated earlier by the District for cause or for convenience.

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

5. Contractor agrees that if the Work is not completed within the Contract Time and/or pursuant to the completion schedule, construction schedule, or project milestones developed pursuant to provisions of the Contract, it is understood, acknowledged, and agreed that the District will suffer damage which is not capable of being calculated. Pursuant to Government Code section 53069.85, Contractor shall pay to the District, as fixed and liquidated damages for these incalculable damages, the sum of One Thousand Dollars (\$1,000) per day for each and every calendar day of delay beyond the Contract Time or beyond any completion schedule, construction schedule, or project milestones established pursuant to the Contract.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

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

☒ Notice to Bidders	☒ Workplace Violence Prevention Plan Certification
☒ Instructions to Bidders	☒ Hazardous Materials Certification
☒ Bid Form and Proposal	☒ Lead-Product(s) Certification
☒ Bid Bond	☒ Imported Materials Certification
☒ Designated Subcontractors List	☒ Criminal Background Investigation / Fingerprinting Certification
☒ Site Visit/Job Walk Certification	☒ Registered Subcontractor List
☒ Noncollusion Declaration	☒ Notice to Award
☒ Iran Contracting Act Certification	☒ Agreement Form
☒ Workers' Compensation Certification	☒ Exhibit "A" ("Scope of Work")
☒ Prevailing Wage Certification	☒ Notice of Proceed
☒ Disabled Veterans' Business Enterprise Participation Certification	☒ Performance Bond
☒ Drug-Free Workplace Certification	☒ Payment Bond
☒ Tobacco-Free Environment Certification	☒ Guarantee Form
☒ Drug & Alcohol-Free Schools Certification	☒ Insurance Certificates and Endorsements
	☒ Specifications
	☒ Plans

7. Contractor shall not commence the Work under this Contract until the Contractor has submitted and the District has approved the performance bond, payment (labor and material) bond, the certificate(s) and the endorsement(s) of insurance required under the Terms and Conditions and the District has issued a Notice to Proceed.
8. The Design Professional In General Responsible Charge for the Project is RS+M Design/Engineering ("Architect"), the construction manager on the Project is Greystone West Company ("Construction Manager"), and the project inspector on the Project is TBD ("Project Inspector"). Contractor hereby acknowledges that the Architect, the Construction Manager, the Project Inspector, and the Division of the State Architect have authority to approve and/or suspend Work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws. No work shall be carried on except with the knowledge and under the inspection of said Project Inspector. Project Inspector shall have free access to any or all parts of work at any time. Contractor shall furnish Project Inspector reasonable opportunities for obtaining such information as may be necessary to keep Project Inspector fully informed respecting progress, manner of work, and character of materials. The Contractor shall be liable for any delay caused by its non-compliant Work or its failure to provide proper notification for inspection.

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

District

Tamalpais Union High School District
ATTN: Mike Woolard
333 Doherty Drive, Larkspur, CA
mwoolard@tamdistrict.org

Contractor

Name: _____
ATTN: _____
[ADDRESS]
[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.

11. Contractor shall guarantee all labor and material used in the performance of this Contract for a period of one (1) year from the date of the District's written approval of the Work.
12. This Contract incorporates by this reference the Terms and Conditions attached hereto. Contractor, by executing this Contract, agrees to comply with all the Terms and Conditions.
13. Each exhibit attached hereto is hereby incorporated herein by reference.
14. Each party has the full power and authority to enter into and perform this Contract, and the person signing this Contract on behalf of each party has been properly authorized and empowered to enter into this Contract.
15. This Contract may be executed in one or more counterparts, and all counterparts together shall be construed as one document. A facsimile or electronic signature shall be deemed to be the equivalent of the actual original signature. All counterparts so executed shall constitute one Contract binding all the Parties hereto.
16. By signing this Contract, Contractor certifies, under penalty of perjury, that all the information provided in the Contract Documents is true, complete, and correct.

[SIGNATURES ON FOLLOWING PAGE]

ACCEPTED AND AGREED on the date indicated below:

Dated: _____, 2025

Tamalpais Union High School District

Signature: _____

Print Name: Mike Woolard

Print Title: Senior Director of Facilities
Planning

Address: 333 Doherty Drive, Larkspur, CA

Telephone: 415-945-1083

E-Mail: mwoolard@tamdistrict.org

Dated: _____, 2025

Contractor: _____

Signature: _____

Print Name: _____

Print Title: _____

License No.: _____

Registration No.: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail: _____

Information regarding Contractor:

Type of Business Entity:

____ Individual

____ Sole Proprietorship

____ Partnership

____ Limited Partnership

____ Corporation, State: _____

____ Limited Liability Company

____ Other: _____

Employer Identification and/or
Social Security Number

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

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

TERMS AND CONDITIONS TO CONTRACT

- 1. NOTICE TO PROCEED:** District shall provide a Notice to Proceed to Contractor pursuant to the Contract at which time Contractor shall proceed with the Work.
- 2. STANDARD OF CARE:** Contractor shall perform, diligently prosecute and complete the Work in a good and workmanlike manner within the Contract Time, and in strict conformity with all Contract Documents.
- 3. SITE EXAMINATION:** Contractor has examined the Site and certifies that it accepts all measurements, specifications and conditions affecting the Work to be performed at the Site. By submitting its quote, Contractor warrants that it has made all Site examination(s) that it deems necessary as to the condition of the Site, its accessibility for materials, workers and utilities, and Contractor's ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed as to any other undiscovered condition on the Site.
- 4. PERMITS, LICENSES AND REGISTRATION:** Contractor and all of its employees, agents, and subcontractors shall secure and maintain in force, at Contractor's sole cost and expense, all licenses, registration and permits as are required by law, in connection with the furnishing of materials, supplies, or services herein listed.
- 5. 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:** Contractor represents and warrants that Contractor is an independent contractor or business entity that is: (i) free from the control and direction of the District in connection with the performance of the Services, (ii) performing Services that are outside the usual course of the District's business, and (iii) customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the Services performed, District being interested only in the results obtained. Contractor understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to Consultant's employees.
- 10. CONTRACTOR SUPERVISION:** Contractor shall provide competent supervision of personnel employed on the job Site, use of equipment, and quality of workmanship.
- 11. WORKERS:** Contractor shall at all times enforce strict discipline and good order among its employees and the employees of its subcontractors and shall not employ or work any unfit person or anyone not skilled in work assigned to him or her. Any person in the employ of the Contractor or a

subcontractor whom the District may deem incompetent or unfit shall be dismissed from the Site and shall not again be employed at Site without written consent from the District.

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

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

14. RESERVED:

15. RESERVED:

16. LEAD-BASED PAINT: Pursuant to the Lead-Safe Schools Protection Act (Education Code section 32240 et seq.) and other applicable law, no lead-based paint, lead plumbing and solders, or other potential sources of lead contamination shall be utilized on this Project, and only trained and state-certified contractors, inspectors and workers shall undertake any action to abate existing risk factors for lead. Pursuant to the Renovation, Repair and Painting Rule (title 40 of the Code of Federal Regulations part 745 (40 CFR 745)), all contractors who disturb lead-based paint in a six-square-foot area or greater indoors or a 20-square-foot area or greater outdoors must be trained by an EPA-accredited provider and certified by the EPA. Contractor must execute the Lead-Based Paint Certification, if applicable.

17. RESERVED:

18. 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.

19. 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.

20. FORCE MAJEURE: "Force Majeure" means any event or circumstance unknown at the time of contracting that is beyond the parties' control and makes performance of the contract impractical or impossible. The Party seeking to have its performance obligation(s) excused must demonstrate that there was such an insuperable interference occurring without the party's intervention as could not have been prevented by the exercise of prudence, diligence, and care, by providing prompt notice to the other Party, including full particulars of such event, of its inability to perform its obligations due to such event, following commencement of the claiming Party's inability to so perform its obligations. To the extent satisfying these conditions, Force Majeure events include the following: acts of God, war, civil unrest, epidemic, fire, smoke, volcanic eruption, earthquake, strike, unusually severe weather, flood, or shortage of transportation facilities, lock out, or commandeering of materials, product, plant, or facilities by the government. Force Majeure shall not be based on a Party's financial inability to perform under this Agreement unless there exists extreme and unreasonable difficulty, expense, injury, or loss involved. A Force Majeure event does not include an act of negligence or intentional wrongdoing by a Party. Any Party claiming a Force Majeure event shall use reasonable diligence to remove the condition that prevents performance and shall not be entitled to suspend performance of its obligations in any greater scope or for any longer duration than is required by the Force Majeure event. Each Party shall use its best efforts to mitigate the effects of such Force Majeure event, remedy its inability to perform, and resume full performance of its obligations hereunder. Costs imposed by the government on sales or importation of goods or materials including, without limitation, tariffs or taxes, are not Force Majeure.

21. 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 that are caused by the Contractor's failure to comply with the approved plans and specifications and the standard of care required herein. Schedule delays resulting from unauthorized work shall be Contractor's responsibility.

22. 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.

23. 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) otherwise due to Contractor.

24. 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.

25. 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.

26. 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.

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

28. CHANGE IN SCOPE OF WORK:

28.1. Changes in Scope of Work. Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted unless such change, addition, or deletion is approved in advance and in writing by a valid change order executed by the District. Contractor

specifically understands, acknowledges, and agrees that the District shall have the right to request any alterations, deviations, reductions, or additions to the Project or Work, and the cost thereof shall be added to or deducted from the amount of the Contract Price by fair and reasonable valuations. Contractor shall include maximums of ten percent (10%) mark-up for all tiers of subcontractors, five percent (5%) for overhead and profit, and two and one-half percent (2.5%) for bonds and insurance. Contractor also agrees to provide the District with all information requested to substantiate the cost of the change order and to inform the District whether the Work will be done by the Contractor or a subcontractor. In addition to any other information requested, Contractor shall submit, prior to approval of the change order, its request for a time extension (if any), as well as all information necessary to substantiate its belief that such change will delay the completion of the Work. If Contractor fails to submit its request for a time extension or the necessary supporting information, it shall be deemed to have waived its right to request such extension.

28.2. Allowances. If there is an Allowance, then Contractor shall not bill for or be due any portion of an Allowance unless Owner has identified specific work, Contractor has submitted a price for that work or Owner has proposed a price for that work, Owner has accepted the cost for that work, and Owner has executed an Allowance Expenditure Directive incorporating that work. Allowance Expenditure Directives shall be based on Contractor's costs, without overhead and profit, for products, delivery, installation, labor, insurance, payroll, taxes, bonding and equipment rental will be included in Allowance Expenditure Directive authorizing expenditure of funds from the Allowance. No overhead and profit shall be added to the Allowance Expenditure Directive.

29. INDEMNIFICATION:

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

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

29.3. 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.

29.4. 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.

29.5. 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.

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

30. 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.

31. CONTRACTOR'S INSURANCE:

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

31.1.1. Commercial General Liability and Automobile Liability Insurance. Commercial General Liability Insurance and Any Auto 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.)

31.1.2. 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.

31.2. 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:

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

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

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

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

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

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

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

31.3. 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.

32. 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.

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

34. 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.

35. 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.

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

36.1. 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.

36.2. 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.

36.3. 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.

36.4. 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.

37. 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).

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

39. 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.

40. 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.

41. 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.

42. TERMINATION:

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

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

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

43. 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.

44. 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.

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

46. 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.

47. 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.

48. 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.

49. 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.

50. 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.

51. 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.

52. 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.

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

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Public Contract Code section 9204

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

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

(c) For purposes of this section:

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

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

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

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

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

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

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

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

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

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

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

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

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

(vii) The High-Speed Rail Authority.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Public Contract Code sections 20104 – 20104.6

§ 20104.

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

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

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

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

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

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

§ 20104.2.

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

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

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

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

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

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

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

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

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

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

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

§ 20104.4.

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

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

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

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

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

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

§ 20104.6.

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

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

EXHIBIT "A"
SCOPE OF WORK

Contractor's entire Proposal is **not** made part of this Agreement.



TAMALPAIS UNION HIGH SCHOOL DISTRICT

NOTICE TO PROCEED (NTP)

Contractor: NAME

Address Line 1

Address Line 2

Project: Redwood High School Pool Replastering Project – BID No. 102

You are hereby notified to commence work in accordance with the signed Agreement dated **Date of Award**, between Tamalpais Union High School District (TUHSD) and **Contractor Name** on or before **Date to Proceed**. In accordance with this signed Agreement, the official contract time and project completion is **Number of calendar days for the Work (35) consecutive calendar days** from the date of this NTP (**NTP Date**); all project work must be completed by **Final Date**.

You must submit the following documents within 10 calendar days following the NTP:

- a. Contractor's preliminary Schedule of Construction;
- b. Contractor's preliminary Schedule of Values for all of the Work;
- c. Contractor's preliminary Schedule of Submittals, including Shop Drawings, Product Data and Samples submittals;
- d. Contractor's Safety Plan specifically adapted for this Project;
- e. Registered Subcontractor's List – a complete subcontractors list for all tiers, including the name, Department of Industrial Relations registration number and portion of work.

You are required to return an acknowledged copy of this **NTP** to the District. Please send either a hardcopy to TUHSD, attention Mike Woolard (Sr. Director of Facilities Planning) to 333 Doherty Drive, Larkspur, CA 94939.

or scan/e-mail a copy electronically to mwoolard@tamdistrict.org.

Dated: Date

By:

Mike Woolard

Sr. Director of Facilities Planning

Receipt of this Notice to Proceed is hereby acknowledged by **Contractor Name:**

Authorized Company Representative

Date

Title

Notice to Proceed (NTP)

DOCUMENT 00 61 13.13
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 Tamalpais Union High School District, ("District") and _____ ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

Redwood High School Pool Replastering Project

("Project" or "Contract") which Contract dated _____, 2025, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof; and

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

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

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

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

Or, at the District's sole discretion and election, the Surety shall obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by the District of the lowest responsible bidder, arrange for a contract between such bidder and the District and make available as Work progresses sufficient funds to pay the cost of completion less the "balance of the Contract Price," and to pay and perform all obligations of Principals under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of liquidated damages. The term "balance of the Contract Price," as used in this paragraph, shall mean the total amount payable to Principal by the District under the Contract and any modifications thereto, less the amount previously paid by the District to the Principal, less any withholdings by the District allowed under the Contract. District shall not be required or obligated to accept a tender of a completion contractor from the Surety for any or no reason.

The condition of the obligation is such that, if the above bound Principal, its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the Contract and any alteration

thereof made as therein provided, on its part to be kept and performed at the time and in the intent and meaning, including all contractual guarantees and warranties of materials and workmanship, and shall indemnify and save harmless the District, its trustees, officers and agents, as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and virtue.

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

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

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond. The Surety also stipulates and agrees that it shall not be exonerated or released from the obligation of this bond by any overpayment or underpayment by the District that is based upon estimates approved by the Architect. The Surety does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work or to the specifications.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the _____ day of _____, 2025.

Principal	Surety
By	By
	Name of California Agent of Surety
	Address of California Agent of Surety
	Telephone No. of California Agent of Surety

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

END OF DOCUMENT

TAMALPAIS UNION HIGH SCHOOL DISTRICT
Redwood High School Pool Replastering Project

PERFORMANCE BOND
DOCUMENT 00 61 13.13-3

DOCUMENT 00 61 13.16
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 Tamalpais Union High School District, ("District") and _____, ("Principal") have entered into a contract for the furnishing of all materials and labor, services and

Redwood High School Pool Replastering Project

("Project" or "Contract") which Contract dated _____, 2025, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof; and

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

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

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

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under section 9102 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

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

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

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the _____day of _____, 2025.

Principal	Surety
By	By
	Name of California Agent of Surety
	Address of California Agent of Surety
	Telephone No. of California Agent of Surety

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

END OF DOCUMENT

DOCUMENT 00 65 36
GUARANTEE FORM

_____ ("Contractor") hereby agrees that the _____
_____ ("Work" of Contractor) which Contractor has installed for the Tamalpais Union
High School District ("District") for the following project:

PROJECT: **Redwood High School Pool Replastering Project**

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

The undersigned agrees to repair or replace any or all of such Work that may prove to be defective in workmanship or material together with any other adjacent Work that may be displaced in connection with such replacement within a period of _____
year(s) from the date of completion as defined in Public Contract Code section 7107,
subdivision (c), ordinary wear and tear and unusual abuse or neglect excepted. The date of
completion is _____, 2025.

In the event of the undersigned's failure to comply with the above-mentioned conditions within
a reasonable period of time, as determined by the District, but not later than seven

(7) days after being notified in writing by the District, the undersigned authorizes the District
to proceed to have said defects repaired and made good at the expense of the undersigned.
The undersigned shall pay the costs and charges therefor upon demand.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

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

Name: _____

Address: _____

Phone No.: _____

Email: _____

END OF DOCUMENT

SECTION 01 11 00

SUMMARY OF WORK

PART 1 - GENERAL

1.1 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Work of this Contract for Redwood High School - Pool Replastering Project and other items not specifically mentioned herein.
- B. The Tamalpais Union High School District is working on a program to upgrade existing athletic facilities. The Redwood High School - Pool Replastering Replacement project includes the demolition and replacement of plaster and associated finishes of existing Redwood High School swimming pool. Associated ADA improvements.
- C. The work includes but is not limited to all work as shown by these drawings and specifications.
- D. The Work shall include all the work as shown and specified except work indicated "N.I.C." or "Not in Contract" or "Future."

1.2 CONTRACTS

- A. The Work will be under a single lump sum contract.
- B. The Work indicated "N.I.C." or "Not in Contract" will be provided by the Owner directly or under separate contract.

END OF SECTION

SWIMMING POOL CONTRACTOR GENERAL REQUIREMENTS

PART 1 - GENERAL

1.01 REFERENCE

- A. Requirements in Addenda, Alternates and Conditions collectively apply to this work.

1.02 SUMMARY

- A. Principal Work Items Are:
 - (1) Pool Contractor Qualifications and Responsibilities.
- B. Related Work Specified Elsewhere:
 - (1) Section 131109 – Start Up
 - (2) Section 131110 – Swimming Pool Recirculation Equipment
 - (3) Section 131115 – Swimming Pool Deck Equipment
 - (4) Section 131116 – Swimming Pool Underwater Lights
 - (5) Section 131121 – Swimming Pool Cast-In-Place Deck Concrete
 - (6) Section 131125 – Swimming Pool Cementitious Waterproofing
 - (7) Section 131130 – Swimming Pool Sealants and Caulking
 - (8) Section 131140 – Swimming Pool Plaster
 - (9) Section 131145 – Swimming Pool Trim Tile
 - (10) Section 131151 – Swimming Pool Timing System

1.03 CONTRACTOR'S ALTERNATE PROPOSAL

- A. Contractor shall submit their bid to the owner based on materials, equipment and methods as specified in this section. No substitutions of material will be allowed.
- B. It is the intent of the contract documents to encourage competition. The base proposal must be on providing the construction methods and equipment as specified and detailed. Any proposed system substitution must have prior written approval by the Architect.
- C. If there is any deviation from the basis of design equipment, it is the responsibility of the Contractor to confirm that all engineering criteria are appropriate for the substituted equipment.

- D. All proposed substitutions of specified construction methods and equipment shall include a complete submittal as required by these specifications and drawings of appropriate scale incorporating all required changes. The Contractor shall provide a list of at least ten (10) satisfactory installations comparable to this project that have been manufactured and installed under the manufacturer's current legal name. Submit a list of such projects with the name, address and current telephone number of the Owner's Operator and Architect of Record to the Architect on the bid date.
- E. Any changes or modifications to the contract documents that are not authorized by the Owner or Architect shall be the sole responsibility of the Contractor.

1.04 SUBMITTALS

- A. Refer to Division 1 for submittal requirements.

1.05 POOL CONTRACTOR QUALIFICATIONS

- A. It is the intent of the Owner to award this Contract based on the specific experience and financial means required to complete the specified work on the swimming pool system. The successful bidder must be regularly engaged in the construction of commercial pools. Each bidding Contractor shall demonstrate their specific experience and competency by complying with the following requirements.
 - (1) The Pool Contractor must provide a written statement from an approved bonding company certifying that the Contractor can qualify for 100% Performance and Labor - Material Bonds on this Project.
 - (2) The Pool Contractor shall provide evidence of having a Contractor's License C53 in the state of the California.
 - (3) The Pool Contractor shall show evidence of having adequate experience in constructing commercial pools. In order to be considered for this Project the Pool Contractor must have completed within the last five years plaster applications of at least five (5) public use 25-Yard size pools with a plaster and tile finish and a perimeter overflow gutter in conjunction with a self-modulating surge and balance tank system. All these pools shall have been in operation for at least one year. Submit a list of such projects with the name, address, and current telephone number of the Owner and Architect for reference.

1.06 POOL CONTRACTOR RESPONSIBILITIES

- A. It is the intent of this section to place the entire responsibility for the application of the plaster and tile finish of the swimming pool (including refurbishment and/or installation of all swimming pool related items) under one vested Contractor. Under this section the Pool Contractor will provide but is not necessarily limited to the following:
 - (1) Providing labor, material, management and coordination of own personnel and specialty subcontractors experienced in commercial pool building to produce a functioning Swimming Pool finish ready for public

use upon completion of the Work. Provide all equipment and services required for erection and delivery onto the premises of any equipment or apparatus furnished. Remove equipment from premises when no longer required.

- (2) Confirm all electrical conduits that penetrate the pool shell are watertight and installed per N.E.C. Article 680.
- (3) Provide cleaning of the surge tank and overflow perimeter skimming system (gutter) of all loose debris and sediment. Flush all piping lines. Contractor may not utilize cleaning equipment to be provided to the Owner.
- (4) Provide Cementitious Waterproofing for pool main drain sumps, gutter trough, and surge tank. Reference Section 131125 – Cementitious Waterproofing.
- (5) Furnish and install a plaster finish in the pool with a slip resistant surface per Specification Section 131140 – Swimming Pool Plaster. Furnish and install specialty tile for the perimeter waterline, gutter nosing, wall targets, floor return inlets, main drains, floor lane markings, depth markings and warning signs, and all other tile installation within the pool structures. Reference Section 131145 - Swimming Pool Trim Tile - including the tolerance requirements for the concrete substrate.
- (6) Provide initial pool water fill and initial chemical balancing, Ryznar Stabilization, Langelier Index.
- (7) Provide deck equipment, loose deck equipment, competitive equipment, anchor inserts, and fasteners.
- (8) Provide Swimming Pool and related equipment Start-Up as stated in Section 131109, Article 3.03 including minimum consecutive 14-day trouble-free operation. Start, test, calibrate and adjust all mechanical equipment, electrical equipment, recirculation, chemical, and other supplied systems including deck, loose, maintenance, and safety equipment. Instruct the Owner's representative in the systems operation and maintenance as described herein.
- (9) Assemble and install the cleaning and maintenance equipment for the pool as specified herein.
- (10) Provide for the storage of all pool related equipment, materials and systems. All items are the responsibility of the Contractor until accepted by owner.
- (11) Obtain final acceptance by jurisdictional health departments.

(12) USA Swimming Certification

- (a) The Contractor shall provide the services of a registered engineer or land surveyor who shall measure and certify the elevations of the gutter lip at 10 foot centers as well as the length of each lane for each possible racing course. Course length survey must be made with the pool filled with water between 78 and 82 degrees Fahrenheit. Forms for the lane measurements are available from USA Swimming (719-866-3522) and must be submitted to USA Swimming by the Contractor.

B. Related work specified in other sections

- (1) The following work related to the swimming pools may be completed by other contractors.
 - (a) Provide, erect and maintain all necessary barricades, signs, lights and flares for pool construction to protect workers and the public.
 - (b) Provide sub-surface drainage beneath the pump pit and backwash pit. Reference Division 31 – Earthwork if required by the geotechnical report.
 - (c) Prior to concrete pours, verify electrical bonding of the pool embedded items. Coordinate and arrange any required electrical, plumbing and or building inspections to be performed on embedded items. Reference Division 26 - Electrical.
 - (d) Provide sanitary sewer and storm drain connections as shown on the drawings. Reference Division 22 - Mechanical/Plumbing.
 - (e) Layout and install all deck mounted anchors, sockets, and inserts for the pool(s).
 - (f) Provide deck finish beyond back of the pool bond beam. Reference Division 32 - Finishes/Exterior Improvements.
 - (g) Provide rules and regulations signage as required by code. Reference Division 1 - General Requirements.
 - (h) Provide chlorine resistant caulking (sealant) and backer rod on pool decks. Reference Section 131130 - Swimming Pool Sealants and Caulking.
 - (i) Furnish and install deck drainage system for pool deck.

PART 2 - Unused

PART 3 - Execution

3.01 TOLERANCES FOR CONSTRUCTION OF THE POOL SHELL

- A. The completed finishes shall be constructed level and to the dimensions, elevation, depths and thickness as shown on the plans.
- B. The elevation tolerance of the pool shell and gutter lip shall be plus or minus 1/8 inch.
- C. The vertical wall surface tolerance of the pool shell, for the first 36 inches from the water surface shall be plus or minus 1/4 inch from plumb measured with a 6 foot straight edge.
- D. For competitive race courses, the following pool shell tolerances shall apply:

Course Tolerance	Minimum	Maximum
25 yard + 1 3/16" / -0"	75' - 3/4"	75' - 1 15/16"

- E. The above dimensions include allowances for a touchpad at each end of the course. The maximum dimension includes the construction tolerance.
- F. The above dimensions apply to a vertical plane extending 1'-0" above and 3'-0" below the surface of the water at all points of both end walls.
- G. Ground wires or grade pins, if used, shall be installed in such a manner that they accurately outline the section of the pool shell as indicated on the plans. They shall be located at intervals sufficient to insure proper thickness throughout and shall be maintained tight. Grade pins or grounding wires shall not be permanently embedded in the pool shell.

3.02 AS-BUILT DOCUMENTS

- A. Refer to Division 1 for As-Built Documentation requirements.
- B. Contractor shall provide As-built engineering construction drawings that depict actual as-built conditions of the completed construction as a permanent record of each project feature.
- C. Contractor shall provide engineering construction drawings depicting actual routing, size and placement of all pool piping, valves, supports.
- D. Contractor shall provide engineering construction drawings depicting actual routing, sizing and placement of all pool electrical conduits and note circuitry and conductor routing.
- E. Contractor shall provide engineering construction drawings depicting actual routing, sizing, and placement of all utilities, including sanitary sewer, storm sewer, fresh water, and natural gas lines.
- F. Contractor shall provide engineering construction drawings depicting actual routing, sizing and placement of timing system conduits.

3.03 CLOSE OUT SUBMITTALS

- A. Refer to Division 1 for Close Out Submittal requirements.

3.04 CONCLUSION

- A. It is the intention of these specifications to provide a complete installation. All accessory construction and apparatus necessary in the operation or testing of the performance of the work shall be included. The omission of specific reference to any part of the work necessary for such complete installation shall not be interpreted as relieving the Contractor from furnishing and installing such parts. Any such omission or clarification shall be brought to the attention of the Architect prior to bidding as provided in this section.

END OF DOCUMENT

SWIMMING POOL START UP

PART 1 - GENERAL

1.01 SUMMARY

- A. Principal work items are:
 - (1) Operation and Maintenance Manuals and Closeout Submittals
 - (2) Pool Fill and Chemical Balance
 - (3) Installation & Operation Certification
 - (4) Owner System Training
 - (5) Project Turnover
- B. Related work specified elsewhere:
 - (1) Section 131110 – Swimming Pool Recirculation Equipment
 - (2) Section 131111 – Swimming Pool Piping
 - (3) Section 131115 – Swimming Pool Deck Equipment
 - (4) Section 131116 – Swimming Pool Underwater Lights
 - (5) Section 131140 – Swimming Pool Plaster

1.02 COORDINATION AND CLARIFICATION

- A. Coordinate with other contractors or subcontractors all work relating to this section.
- B. The Contractor must establish with other contractors or subcontractors, having related work in this section, that all work necessary to complete the pool(s) as shown on the drawings and in the specifications is included in the base bid and alternates to the Owner.
- C. If in doubt regarding the responsibility for work covered in this section and/or discovery of errors or omissions in the bidding documents, the Contractor shall notify the Architect through channels established by the specifications and request a clarification ten (10) days prior to the bid date.

1.03 OPERATION AND MAINTENANCE MANUALS AND CLOSE-OUT SUBMITTALS

- A. Three weeks prior to filling of pool, submit to the Engineer Start-up Chemical Dosing procedure with listed chemicals and quantities.
- B. Detailed operation and maintenance information shall be supplied for all equipment requiring maintenance or other attention. The equipment supplier and/or Contractor shall prepare an operation and maintenance manual for all equipment. Parts lists and operating and maintenance instructions shall be provided.
- C. Each operation and maintenance manual shall include the following:
 - (1) Equipment function and calibration, normal operating characteristics, and limiting conditions.
 - (2) Assembly, installation, alignment, adjustment and checking instructions.
 - (3) Operating instructions for start-up, routine and normal operation, regulation and control, shut down and emergency conditions.
 - (4) Include manufacturer recommended maintenance schedule, parts lists, piping diagram (to agree with wall mounted diagram) and trouble-shooting information for all pool mechanical equipment.
 - (5) Lubrication and maintenance instructions.
 - (6) Guide to "trouble-shooting".
 - (7) Parts list and predicted life of parts subject to wear.
 - (8) Outline, cross section, and assembly drawings; engineering data and wiring diagrams.
 - (9) Test data and performance curves, where applicable.
 - (10) One set of applicable submittals shall be included in each manual.
- D. The operation and maintenance manuals shall be in addition to any instructions or parts lists packed with or attached to the equipment when delivered, or which may be required by the Contractor.
- E. Manuals and other data shall be printed on heavy, first quality paper, 8-1/2 in x 11 in size with standard 3-hole punching and inserted in plastic covers. Drawings and diagrams shall be reduced to 8-1/2 in x 11 in or 11 in x 17 in. Where reduction is not practical, larger drawings shall be folded separately and placed in envelopes that are bound into the manuals. Each envelope shall bear suitable identification on the outside.

- F. Six (6) bound volumes of each manual shall be submitted. All parts lists and information shall be assembled in substantial manuals and permanent, three-ring or three-post binders. Material shall be assembled and bound in the same order as specified, and each volume shall have a table of contents and suitable index tabs.
- G. Two (2) flash drives, each containing electronic PDF formats of all manuals and other data, shall be submitted. Drives to have an integrated Universal Serial Bus (USB) interface. One shall be Type USB-A. One shall be Type USB-C.
- H. All material shall be marked with project identification. Non-applicable information shall be marked out or deleted.
- I. Shipment of equipment will not be considered complete until all required manuals and data have been received.

1.04 RECORD DRAWINGS

- A. Provide a complete set of record drawings of the entire pool system(s) including all sub-systems. All record drawings shall be prepared in accordance with the requirements of Division 1 for As-Built Documentation and shall be a complete, stand-alone set. The Contractor shall be permitted to obtain original documents and copy them for this purpose only. Provide the record set on compact disk (AutoCAD Release 2022 or compatible software).

1.05 POOL FILL WATER QUALITY

- A. The Owner shall bear the cost of the water required for one (a) complete filling of the pool (the final filling). Removal of iron or copper (if in excess of .3 ppm) will be required for the final fill to avoid staining of the pool finish. Any subsequent fillings or partial fillings (more than 25%) of the pool shall be by the Contractor, at their own expense.
- B. The Contractor shall provide the necessary plant equipment so that the temperature of fill water will be within plus or minus 10 degrees of the ambient air and/or the pool structure at the time of filling. Extreme caution is urged if the temperature variance is greater than 10 degrees F.

- C. The Contractor shall provide the necessary chemicals and to adjust and balance the water chemistry in the pools to the following levels:

pH	7.2 – 7.4
Calcium Hardness	200 – 400 PPM
Total Alkalinity (Calcium Hypochlorite)	60 – 80 PPM
Total Alkalinity (Sodium Hypochlorite)	80 – 120 PPM
Langelier Saturation Index	-0.3 - +0.3
Total Dissolved Solids (TDS)	not to exceed 1,500 PPM

1.06 START-UP CHEMICALS

- A. The Contractor shall maintain the chemical balance of the pool water (including the cost of all chemicals required) until the project, pool and mechanical system(s) are fully operational and accepted by the Architect and the Owner.
- B. The Contractor may utilize the existing chemical storage and delivery systems during initial chemical balancing where appropriate.
- C. Provide the Owner with sufficient quantities of the necessary chemicals to maintain the pool operation for minimum of thirty (30) days from substantial completion or the Owner begins using the pool.
- D. Chemicals to be provided to the Owner shall include those required by the chemical feed systems installed.

PART 2 - PRODUCTS (UNUSED)

PART 3 - EXECUTION

3.01 EXISTING CONDITIONS, INSPECTION AND PREPARATION

- A. Carefully examine all of the contract documents for requirements that affect the work of this section. Prior to starting any work, notify the General Contractor of defects requiring correction. Do not start work until conditions are satisfactory.
- B. Verify that all work by others, related to this section, has been completed. This includes all earthwork, concrete work, and mechanical, electrical and plumbing connections.
- C. Protect all materials and work completed by others from damage while completing the work in this section.

3.02 INSTALLATION CERTIFICATION

- A. The Contractor shall obtain certification of manufacturer's approved installation on the following components or systems:
 - (1) Competitive Deck Equipment
 - (2) Diving Platforms, Stands, and Boards
 - (3) Competitive Timing and Scoring Systems
 - (4) USA Swimming Facility Certification

3.03 START UP

- A. Provide final cleaning of the surge tank, overflow perimeter skimming system (gutter) and swimming pool of all loose debris and sediment. Contractor may not utilize cleaning equipment to be provided to the Owner.
- B. Upon plastering of pool, refer to Specification 131140 for pool plaster curing process requirements.
- C. Provide Swimming Pool and related equipment Start-Up. Start, test, calibrate and adjust all mechanical equipment, electrical equipment, recirculation, chemical, and other supplied systems.
- D. Provide proof of minimum consecutive 14-day trouble-free operation. Lack of chemicals or other non-critical items shall not require a re-start of the trouble-free period but may result in a pause of the trouble-free period.
- E. Provide certification that the entirety of pool systems are operational and function correctly through all phases of operation.

3.04 SYSTEM TRAINING

- A. A qualified representative of the Contractor performing work under this section shall put the equipment into operation and instruct the Owner's representatives in the operation of this equipment to the Owner's satisfaction immediately after project's substantial completion.
- B. The Contractor's training representative shall have completed the equipment/system's manufacturer's training requirements and be certified, by the manufacturer, to provide and teach system training.
- C. The representative from the Contractor shall be either a CPO (Certified Pool Operator) or have an AFO (Aquatic Facility Operator) certification.
- D. Training periods shall consist of 4 hours of on-site training and scheduled as follows:
 - (1) 2 hours of initial training on the complete swimming pool system. The 2 hours of initial training is to be comprised of at least 1 hour of training on water chemistry analysis and adjustment. The water chemistry training will include in depth review of the use of the Langelier Index and its computation.
 - (2) The initial 2 hours of training shall include information on the care, operation, adjustment, and maintenance of all items provided by the Contractor.
 - (3) 2 hours of training after the Owner's staff has had experience operating the system. This time may be requested any time after the pool has been placed in operation within a period of one (1) year from the time the pool was accepted by the Owner. The additional training shall contain at least 1 hour of review of water chemistry.

3.05 PROJECT TURNOVER

- A. Prior to leaving the job, the Swimming Pool Contractor shall obtain written certification from the designated Owner's representative acknowledging that the instruction period has been completed and all necessary operating information provided. The Swimming Pool Contractor shall, in their contract, include the cost of one (1) additional day (total 4 hours) of instruction and operational check out by the qualified representative of the Swimming Pool Contractor during the first year of operation.
- B. Written reports of each of these visits outlining the pool's operation, competence and performance of the pool's operation personnel, and other pertinent comments shall be submitted to the Owner and Architect/Engineer within one (1) week after each visit.

END OF DOCUMENT

SWIMMING POOL RECIRCULATION SYSTEMS

PART 1 - GENERAL

1.01 COORDINATION AND CLARIFICATION

- A. Coordinate with other contractors or subcontractors all work relating to this section.
- B. The Contractor must establish with other contractors or subcontractors, having related work in this section, that all work necessary to complete the pool(s) as shown on the drawings and in the specifications is included in the base bid and alternates to the Owner.
- C. If in doubt regarding the responsibility for work covered in this section and/or discovery of errors or omissions in the bidding documents, the Contractor shall notify the Architect through channels established by the specifications and request a clarification ten (10) days prior to the bid date.

1.02 SUBMITTALS

- A. All submittals shall be made in accordance with the requirements of Division 1 - General Requirements and in strict compliance with the following procedures and guidelines.

1.03 CONTRACTOR'S ALTERNATE PROPOSAL

- A. Contractor shall submit their bid to the owner based on materials, equipment and methods as specified in this section. No substitutions of material will be allowed.

1.04 WARRANTIES

- A. The Contractor warrants to the Owner and Architect that materials and equipment provided under the contract will be of good quality and new unless otherwise required or permitted by the contract documents, that the work will be free from defects not inherent in the quality required or permitted, and that the work will conform with the requirements of the contract documents. Work not conforming to these requirements, including substitutions not properly approved and authorized will be considered defective. The Contractor's warranty will exclude remedies for damage or defect caused by abuse, improper or insufficient maintenance, improper operations, modifications not executed by the Contractor or improper wear and tear under normal use. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. All warranties shall be for a period of one year from the date of substantial completion or the owner begins using the pool unless otherwise specified.
- B. The Contractor shall agree to repair or replace any defective or non-complying work at no cost to the Owner upon written notification from the Owner within the warranty period. Pro-rated warranties are not acceptable.

- C. Submit all warranties covering, but not limited to the following:
- (1) Defects in material, manufacture or installation of the interior coating of the trench for a period of one (1) year.
 - (2) Defects in material, workmanship, and installation of the pool cementitious finish against cracking and delamination for a period of three (3) years.
 - (3) Defects in material, workmanship, and installation of the tile trim finish against cracking and delamination for a period of five (5) years.
 - (4) Manufacturer's minimum five (5) year warranty against defective materials, components and workmanship in the pool cover system and reels.

PART 2 - PRODUCTS

2.01 RECIRCULATION FITTINGS

- A. Suction outlet fitting assemblies shall be constructed of UV stabilized PVC material. New grates shall be certified to NSF/ANSI/CAN50 and ANSI/APSP/ICC-16 2017. The grate shall fit closely and flush with top surface of frame and secured to frame with vandal proof stainless steel fasteners. The frame shall be installed atop the existing sump. All exposed edges of main outlets shall be rounded and smooth, free of burrs and sharp edges.
- (1) Suction outlet fitting assemblies shall be model R18MFNF 18-inch by 18-inch frame and grate manufactured by AquaStar Pool Products. Dimensions shall be 18 inches by 36 inches with a minimum approved flow rate for floor installation of 2,250 GPM or approved equal. Quantity two (2).
- B. Adjustable floor inlet fittings shall be provided each consisting of an ABS plastic body and adjusting top plate with a positive locking device. A spanner wrench shall be provided to facilitate flow adjustment. The inlet body shall be provided with a 2-inch cycolac solvent weld connection and internal NPT threads to facilitate line pressure testing. Floor inlet fittings shall be Pentair/Sta-Rite No. 8417-0000-White and Pentair/Sta-Rite No. 8417-0200-Black or approved equal. Color to match surrounding tile.
- C. Grating at gutter dropouts shall be constructed of UV stabilized PVC material. The grate shall fit closely and flush with top surface of frame and secured to frame with vandal proof stainless steel fasteners. The frame shall be installed atop the existing dropouts. All exposed edges of main outlets shall be rounded and smooth, free of burrs and sharp edges. Grating to be similar to the existing frames.

2.02 INSERTS

- A. Recessed steps shall be a single molding of white ABS with an integral slip resistant tread surface. The step shall be 17.5 in. wide by 7in. deep at the out edges of the lip. Color to be white. Step by S.R. Smith or approved equal.

PART 3 - EXECUTION

3.01 RECIRCULATION FITTINGS

- A. Prior to purchase of suction outlet fitting assemblies, Contractor shall verify dimensions of existing sumps and shall communicate with grate manufacturer to certify compliance of sump and grate with ANSI/APSP/ICC-16 2017.
- B. Grout suction outlet frame in place simultaneously with the trim tile installation.

3.02 INSERTS

- A. Recessed steps shall be set with non-shrink grout. All portions of the backside shall be completely filled with non-shrink grout and set into the wall block-out.

3.03 EXISTING CONDITIONS, INSPECTION AND PREPARATION

- A. Carefully examine all of the contract documents for requirements that affect the work of this section. Prior to starting any work, notify the General Contractor of defects requiring correction. Do not start work until conditions are satisfactory.
- B. Verify that all work by others, related to this section, has been completed. This includes all earthwork, concrete work, and mechanical, electrical and plumbing connections.
- C. Protect all materials and work completed by others from damage while completing the work in this section.

3.04 FIELD MEASUREMENTS

- D. Verify benchmark and pool location prior to layout.
- E. If field measurements differ from the construction drawing dimensions, notification shall be given to the Architect prior to proceeding with work.

3.05 EQUIPMENT AND SYSTEMS INSTALLATION

- F. The Contractor shall assemble and install all equipment, special parts and accessories as shown on pool drawings, specifications and shop drawings of the equipment suppliers.
- G. The Contractor shall provide all anchors and inserts to be imbedded in the deck including all fittings, inserts and structure sleeves and required anchorage as shown on the plans and as indicated in this section of the specifications. Equipment shall be set true and plumb, using factory jigs where available. Removable equipment items shall be easily removable from anchors and shall fit without noticeable wobble.
- H. Provide templates for all equipment anchors. Provide anchor bolts of the size and spacing as required by the equipment manufacturer. All anchor bolts shall be stainless steel Type 316L and of a length capable of adequate anchorage into rough slab-on-grade allowing for finish deck tile and setting bed. Anchors shall be set and cast into place during building concrete work. Inspect all anchor settings for horizontal and vertical alignment prior to placing concrete.
- I. The Contractor shall install all equipment and systems in accordance with manufacturer's directions. Equipment shall all be assembled and in place for final observation.

- J. All items necessary to complete this section are shown on the plans or described in the specifications including items that may be purchased by the Owner. Items are detailed and specified as a guide for dimensional purposes. The Contractor must make provisions accordingly and submit shop drawings and submittals based on that data.

3.06 START-UP AND INSTRUCTION

- K. The Contractor shall supply the services of an experienced swimming pool operator/instructor for a period of not less than two days (total 16 hours) after the pool(s) have been filled and initially placed in operation. During this period, the Owner's representatives who will be operating the pool(s) shall be thoroughly instructed in all phases of the pool's operation. The Contractor shall deliver six (6) complete sets of operating and maintenance instructions for the swimming pool, structures, finishes and all component equipment. Prior to leaving the job, the Contractor shall obtain written certification from the designated Owner's representative acknowledging that the instruction period has been completed and all necessary operating information provided. The Contractor shall, in his contract, include the cost of two (2) additional days (total 16 hours) of instruction and operational check out by the qualified representative of the Contractor during the first season of operation.
- L. Written reports of each of these visits outlining the pool's operation, competence and performance of the pool's operation personnel, and other pertinent comments shall be submitted to the Owner and Architect/Engineer within one (1) week after each visit.
- M. The Contractor shall provide specific written procedures to be followed for emptying and refilling the pool as mentioned previously in this section. The procedures must be included in the bound volume of operating instructions and references in the front index with a note headed by the words: "CAUTION -- VERY IMPORTANT".

END OF DOCUMENT

SWIMMING POOL DECK EQUIPMENT

PART 1 - GENERAL

1.01 COORDINATION AND CLARIFICATION

- A. Coordinate with other contractors or subcontractors all work relating to this section.
- B. The Contractor must establish with other contractors or subcontractors, having related work in this section, that all work necessary to complete the pool(s) as shown on the drawings and in the specifications is included in the base bid and alternates to the Owner.
- C. If in doubt regarding the responsibility for work covered in this section and/or discovery of errors or omissions in the bidding documents, the Contractor shall notify the Architect through channels established by the specifications and request a clarification ten (10) days prior to the bid date.

1.02 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver material in manufacturer's original, unopened containers and crates with all labels intact and legible.
- B. Deliver materials in sufficient time and quantity to allow continuity of work and compliance with approved construction schedule.
- C. Handle materials in a manner to prevent damage.
- D. Store all materials on clean raised platforms with weather protective coverings. Provide continuous protection of materials against damage or deterioration.
- E. Remove damaged materials from site.

1.03 WARRANTIES

- A. The Contractor warrants to the Owner and Architect that materials and equipment provided under the contract will be of good quality and new unless otherwise required or permitted by the contract documents, that the work will be free from defects not inherent in the quality required or permitted, and that the work will conform with the requirements of the contract documents. Work not conforming to these requirements, including substitutions not properly approved and authorized will be considered defective. The Contractor's warranty will exclude remedies for damage or defect caused by abuse, improper or insufficient maintenance, improper operations, modifications not executed by the Contractor or improper wear and tear under normal use. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. All warranties shall be for a period of one year from the date of substantial completion or the owner begins using the pool unless otherwise specified.

- B. The Contractor shall agree to repair or replace any defective or non-complying work at no cost to the Owner upon written notification from the Owner within the warranty period. Pro-rated warranties are not acceptable.
- C. Submit all warranties covering, but not limited to the following:
 - (1) All pool deck equipment and accessories against defects in material, manufacturer and installation for a period of one (1) year.

PART 2 - PRODUCTS

2.01 INSERTS AND ANCHOR SOCKETS

- A. Sockets and anchors shall be provided as stainless steel or cast bronze for swimming pool accessories. The Contractor shall confirm compatibility of deck equipment and deck anchors with the deck equipment manufacturer. All anchors or sockets shall be provided with flush closure caps and escutcheons with set screws where indicated. Escutcheons shall be of the keyhole or oblong shape, similar to the casted, electro-polished stainless steel escutcheon with set screw by Paragon, or approved equal.

- (1) Anchor sockets for all railings and grab rails shall be of the wedge type, cast bronze, 4 inches in depth and made to receive 1.90 inch OD tubing. The wedge shall be cast bronze, incorporate a stainless-steel tightening bolt and flat washer, and be designed as the sacrificial element to the anchor system. All metallic components shall be passivated, in compliance with ASTM A967-99, incorporating organic acid passivation techniques for maximum corrosion resistance. Manufactured by KDI Paragon, Spectrum Products, or approved equal.
 - (2) Anchor sockets for all stanchions shall be of cast bronze, sized to receive a full 6 inches penetration of 1.90 inch OD tubing as manufactured by KDI Paragon, Spectrum Products, or approved equal. Each anchor socket is to be provided with a flush threaded, vandal proof closure cap with spanner wrenches and a grounding lug with screw. Manufactured by KDI Paragon, Spectrum Products, or approved equal.

- (3) Rope anchors for racing lane lines, water polo tether and boundary lines etc. shall be installed into the back wall of the perimeter overflow system. Rope anchors shall be chrome-plated bronze threaded eyebolts with a 5/8"-11 threaded insert with a total depth of 3-1/2 inches.

- (4) Anchor sockets for dual post starting platforms located on the cantilevered deck, shall be designed to prevent rocking. A stainless steel cap shall be provided to flush mount on the deck when platform is removed. Anchor socket shall be cast T304 stainless steel with wedge assembly consisting of a bronze wedge and T304 stainless steel hardware. Anchors for starting platforms shall be by the starting block manufacturer - Competitor Dual Leg, Dual-wedge anchor by KDI Paragon or approved equal.

- (5) Anchor assembly for pool lift shall be per the Pool Lift Manufacturer. The anchor assembly shall include a grounding lug for proper bonding. Install in accordance with manufacturer's instructions and provide the concrete foundation reinforcing required to properly anchor and support the unit for its intended use. Manufacturer shall provide an anchor that has a completely flush cover or flush plug for times when the lift is not in use.
- (6) Anchors for the diving board stands shall be all bronze threaded castings for respective 5/8" threaded anchor bolts and shall be manufactured by the Diving Stand Manufacturer.
- (7) Recessed steps shall be a single molding of white ABS with an integral slip resistant tread surface. The step shall be 17.5 in. wide by 7in. deep at the out edges of the lip. Color to be white. Step by Spectrum Products, S.R. Smith or approved equal.

2.02 DECK EQUIPMENT

- A. Stanchion posts shall be provided as required and in the quantities shown on the drawings. The posts shall be a straight length of type 316L stainless steel tubing, 1.900 in. OD x .145 in. wall thickness x 8 ft. 0 in. overall length, polished and buffed to 320 grit finish. Stanchions shall be capped at one end with a closure plug containing a U-shaped hook and fitted with a stainless steel eyebolt attached to an adjustable nickel plated bronze sliding collar. Stanchion shall be as manufactured by KDI Paragon Aquatics, Spectrum Aquatics, or approved equal
- B. Starting Platforms
- (1) Dual post starting platforms for the fully recessed gutter (10 required) shall have number plates on both sides numbered 1 through 10. Platform block height shall be 29-1/2" inch above water level. The platform top (24" wide x 32" deep) and intermediate rear/side step (8" x 12") shall be constructed of UV inhibited high density polypropylene. Contractor shall confirm step is on correct side (right or left) according to plans. The surface shall have a non-skid dual cross-grooved sand textured finish. The top shall be permanently positioned at a 10° tilt towards the pool. Frames to be 2.5 square inch x .125 inch wall thickness 304 stainless steel tubing with a powder coated finish. Colors to be determined during the submittal process. Verify height of platform above water before ordering. Backstroke bar shall be 1" diameter and allow both horizontal and vertical grab positions. Blocks shall have raised side grip handles and adjustable back plate. Platforms shall be custom blocks as detailed on the plans similar to the Paragon Track Start as manufactured by KDI Paragon, or approved equal. Each starting platform shall have two labels affixed stating "Warning-Execute Shallow Racing Dive - Impact with Pool Bottom can Cause Permanent Injury."

- (2) Starting platform safety covers (10 required) are designed to keep unwanted users off starting platforms. The cover is made of 1/16" thick tough, lightweight plastic with a UV stabilizer and fits 24" x 32" platform tops. The conical shape and safety orange color act as a deterrent of starting platform use. Each cover is provided with a bungee cord for securing cover platform top.

C. Water Polo Goals

- (1) Goals shall be constructed to meet all official regulations of FINA, NCAA, NFSHSA, and USWP. Where a conflict exists between these specifications and the official regulations of FINA, FINA shall govern. Special finishes and backings shall comply with the regulations. Deck-mounted water polo goals shall be adjustable vertically to provide the regulation cross bar elevation in shallow or deep water.
- (2) Floating water polo goals
- (a) Provide two (2) goals that consist of a front frame made of non-corrodible 3 inch x 2 inch aluminum with rounded edges and supported by 1 1/4" non-corrodible polished pipe. The goal shall be provided with mesh netting securely fastened to the cage. Goal shall incorporate attachments for wave quelling cable floats, hooks and take-up ratchet for securing to rope anchors. Goals shall have integrated castors. The floating goal shall be manufactured by Malmsten.
- (b) Provide four (4) goals that consist of a front frame made of non-corrodible 3 inch x 2 inch aluminum with rounded edges and supported by 1 1/4" non-corrodible polished pipe. The goal shall be provided with mesh netting securely fastened to the cage. Goal shall incorporate attachments for wave quelling cable floats, hooks and take-up ratchet for securing to rope anchors. Goals shall have integrated castors. The floating goal shall be the Odyssey Anti-Pro Goal 750 as manufactured by Antiwave.
- (3) Goal Frame Protectors (quantity 4) shall consist of a durable, dirt-resistant, high-grade impact resistant foam that easily attaches to the back of the floating water polo goals. Goal Frame Protectors to be manufactured by Malmsten.

D.

Diving Stands

(1) Diving stands for the one-meter springboards shall be installed as shown on the plans. The diving board stand shall consist of heavy aluminum castings dipped in erudite chromic acid solution, followed by a 20 mil coat of baked epoxy. Finish must be touched up in the field if damaged in shipping or assembly. The roller tube and tracks shall be heat-treated extruded aluminum processed by Alcoa Duranodic hard anodizing process. The bearings for the roller tube and slide shall be nylon with grease fittings, adjustable and field replaceable. The diving board anchor hinges and pins shall be heat treated aluminum forgings with a design tensile strength of 35,000 psi and shall receive Alcoa Duranodic hard anodizing. Hinges shall be designed to allow 180-deg. rotation of the diving board to the rear of the stand. Hinges shall be mounted on a transverse casting machined to allow 7 leveling positions in one-inch increments. The diving board anchor bolts shall be 5/8-inch diameter by 3-1/2 inch long silicon bronze. The diving stand shall be supplied with top and intermediate guard rails on two sides. The diving stand guard rails shall be stainless steel tubing firmly attached to the guard rail supports with stainless steel band fasteners. The rails shall extend to the edge of the swimming pool and the rail ends shall be fitted with rubber safety tips. Fulcrum shall have an adjusting wheel at one end that can be turned by hand or foot. Diving stands to be as manufactured by Duraflex International Corp.

(a) One meter stands (2 required) shall be Durafirm catalog #70-231-400 and included with eight (8) bronze deck anchors, Durafirm catalog #70-231-905.

E.

Diving boards

(1) (2 required) shall be an aluminum extrusion type springboard. The diving boards shall be a Maxi-Flex Model "B" diving board as manufactured by Duraflex International, Inc., model #66-231-330 or approved equal. The diving board shall be 16 ft long and 19-5/8 inches wide. The top surface shall be finished with three coats combined with a mixture of sand and white aluminum oxide to affect the non-skid surface with 200 perforations.

F.

Surge tank access hatch (1 required) shall be provided as shown on the drawings. The access hatch shall be a single door sized per the plans with 1/4" Aluminum Diamond Plate Cover. The frame shall be 1/4 inch extruded aluminum with built in neoprene cushion and continuous anchor flange. Door shall be 1/4" aluminum plate reinforced with aluminum stiffeners as required. Door shall be equipped with heavy continuous stainless steel hinges and shall have compression spring operators for easy operation. Door shall open to 90 degrees and lock automatically in that position. Door shall be built to withstand a live load of 300 lbs. per square foot and equipped with a continuous Type 316L stainless steel hinge, tubular type, and an automatic hold open arm with release handle. All hardware is to be type 316L, 18-8, stainless steel. A flush lift handle and a snap lock with removable key wrench shall be provided. Factory finish shall be mill finish with bituminous coating applied to the exterior of the frame. The access door shall be Type K single leaf pan type door as manufactured by the Bilco Company.

G.

Accessible Lift

- (1) Pool lift (1 required) shall be a battery powered handicap lift with footrest assembly. Lift shall comply with the Americans with Disabilities Act Access Guidelines (ADAAG), be capable of lifting 350 lbs, and shall include a stainless steel anchor socket, cover, spanner key, and a seat belt assembly. The following accessories shall also be provided: caddy, arm rest assembly, lift cover, stability vest, extra battery, wireless controls, and spineboard attachment. All stainless steel components shall be 304L. Lift to be the Traveler Long Reach BP350 manufactured by Spectrum Products, or approved equal. Contractor to confirm pool lift fits on pool perimeter and operates correctly.

2.03 LOOSE EQUIPMENT

- A. Competition floating lane lines shall be as shown on the drawings and described in these specifications. Floating lane lines shall be a non-turbulent type with wave quelling floats and 3/16" stainless steel coated cable. Floats shall be injection-molded polyethylene. Colors to alternate the length of the pool with a contrasting solid color for the final 5 meters/16 feet 5 inches. All floating lane lines shall be provided as completely assembled and installed with EZ-Tensioner tensioning system. Floating lane lines shall be similar to Competitor Swim Products, Gold Medal 6" Lanes pre-assembled and sized to fit the length of the pool. Provide Competitor lane line extension hooks as detailed on the drawings complete with protective sleeve. Provide contrasting disks located 15 meters from each end to meet resurfacing requirement. This requirement shall be met for each possible course length.

(1) Quantities:

- (a) Provide 16 at 25 yards (15 plus one extra) 3
- (b) Provide 9 at 50 meters (8 plus one extra) 3
- (c) Provide 36 extension hooks (32 plus 4 extra)

- B. Water polo floating lines shall be as shown on the drawings and described in these specifications. Floating lines shall be a non-turbulent type with wave quelling floats and 3/16" stainless steel coated cable. Floats shall be injection-molded polyethylene. All floating lines shall be provided as completely assembled and installed with EZ-Tensioner tensioning system. Water polo floating lines shall be pre-assembled and sized to fit the length of the water polo course. Provide extension hooks as detailed on the drawings complete with protective sleeve. Floats shall be colored per FINA guidelines for 25-Meter water polo course w/ 50-meter side lines as shown on the drawings and listed below. Water polo floating lines shall be similar to Competitor Swim Products Water Polo Course, or approved equal.

- (1) Quantities:
- (a) Provide 2 50-meter boundary lines for FINA/NCAA water polo field of play (disconnects for men and women fields of play are acceptable)
 - (b) Provide eight (8) goal tether lines with 4" white disks for each goal with a FINA/NCAA field of play.
 - i. Two (2) tether lines for each goal shall include 2 meters long x 1.08 meters wide area of solid red disks to identify the re-entry area per FINA WP1.2 field of play diagram.
- C. Hanging nets (2 required) shall be provided to span the width of the pool. Nets and harness system shall be mounted to stanchions anchored in the movable stanchion anchors. Nets to be heavy duty knotless nylon.
- D. Water polo ejection board shall be capable of displaying both teams' cap numbers, the number of ejections per cap number, and each team's remaining time outs. The board shall be ¼" aluminum material with attached acrylic tracks that fit 2" high quick change letters and colored circles. The ejection board shall be securely attached to a wall or attached to a moveable stand. The ejection board shall be custom made by All Star Record Boards, or approved equal.
- E. Backstroke flags shall be made of nylon material, triangular in shape (11" wide x 14" long), and alternating in color, butted end to end on vinyl covered stainless steel cable. Submit samples for review and approval. The cable shall be attached to a stainless steel take up reel at one end and a stainless steel tension spring end-fitting at the other. Backstroke flags shall be manufactured by Kiefer, Competitor or approved equal.
- F. Lane line storage reel shall be fabricated from a heavy-duty powder coated aluminum frame with an aluminum reel joined together by a 1-1/2 inch aluminum axle. This unit must ride easily on four 6-inch stainless steel casters. hard rubber wheels. The Contractor is responsible for assembly. The correct number of storage reels shall be provided to store all floating lane lines. Estimated quantity 8. Lane line storage reel to be the Elite Stor Reel with storage reel cover as manufactured by Competitor Swim Products. Quantity 8.
- G. Lifeline shall be 3/4 inch blue and white polyethylene rope with floats that are 5 inch diameter by 9 inch long. Floats to be spaced on five foot centers. All metallic rope hooks shall be stainless steel. Provide lifeline as shown on the drawings. Lifeline, floats, and rope end hooks to be supplied by Lincoln Aquatics or equal.

2.04 MAINTENANCE EQUIPMENT

- A. Stainless Steel Cleaner - Provide a stainless steel cleaner. The cleaner shall comprise of one (1) gallon of organic passivation solution. It shall be complete with instructions for proper maintenance of stainless steel surfaces and material safety data sheets for the passivation solution. The cleaner shall be the Spectra-Clean System 2 as manufactured by Spectrum Products. Product to be applied with 3M scouring pad, or approved equal.

2.05 SAFETY EQUIPMENT

- A. The following items are to be supplied by the Contractor unless otherwise noted. All proprietary names are to designate performance only. Equal products will be accepted.
 - (1) Ring buoy and extension rope (2 required) – Buoy shall be 24 inch diameter vinyl clad PVC foam with a metal ring molded inside. Buoy shall have a 3/8 inch polyethylene rope attached to it at four points and be a minimum 60 feet in length. Preserver shall be U.S.C.G. approved. Buoy and rope to be mounted at each lifeguard chair on hooks. Ring buoy to be manufactured by Cal-June or approved equal. Throw rope to be supplied by Lincoln Aquatics or approved equal.
 - (2) Life hook and pole (2 required) – Life hook shall be an anodized aluminum 3/8 inch OD "shepherd's crook" with a 1-1/8-inch OD handle attachment suitable for a 1¼-inch 16 ft. aluminum extension pole. Hook shall be of looped construction. Each pole to be provided with a set of spring type stainless steel pole clamps for mounting on each lifeguard chair. Life hook shall be equal to manufactured by Rainbow, or approved equal. Pole clamps to be supplied by Lincoln Aquatics or approved equal.

PART 3 - EXECUTION

3.01 EXISTING CONDITIONS, INSPECTION AND PREPARATION

- A. Carefully examine all of the contract documents for requirements that affect the work of this section. Prior to starting any work, notify the General Contractor of defects requiring correction. Do not start work until conditions are satisfactory.
- B. Verify that all work by others, related to this section, has been completed. This includes all earthwork, concrete work, and mechanical, electrical and plumbing connections.
- C. Protect all materials and work completed by others from damage while completing the work in this section.

3.02 EQUIPMENT AND SYSTEMS INSTALLATION

- A. The Contractor shall assemble and install all equipment, special parts and accessories as shown on pool drawings, specifications and shop drawings of the equipment suppliers.
- B. The Contractor shall provide all anchors and inserts to be imbedded in the deck including all fittings, inserts and structure sleeves and required anchorage as shown on the plans and as indicated in this section of the specifications. Equipment shall be set true and plumb, using factory jigs where available. Removable equipment items shall be easily removable from anchors and shall fit without noticeable wobble.
- C. Provide templates for all equipment anchors. Provide anchor bolts of the size and spacing as required by the equipment manufacturer. All anchor bolts shall be stainless steel Type 316L and of a length capable of adequate anchorage into rough slab-on-grade allowing for finish deck tile and setting bed. Anchors shall be set and cast into place during building concrete work. Inspect all anchor settings for horizontal and vertical alignment prior to placing concrete.
- D. The Contractor shall install all equipment and systems in accordance with manufacturer's directions. Equipment shall all be assembled and in place for final observation.
- E. All items necessary to complete this section are shown on the plans or described in the specifications including items that may be purchased by the Owner. Items are detailed and specified as a guide for dimensional purposes. The Contractor must make provisions accordingly and submit shop drawings and submittals based on that data.

END OF DOCUMENT

SWIMMING POOL UNDERWATER LIGHTS

PART 1 - GENERAL

1.01 COORDINATION AND CLARIFICATION

- A. Coordinate with other contractors or subcontractors all work relating to this section.
- B. The Contractor must establish with other contractors or subcontractors, having related work in this section, that all work necessary to complete the pool(s) as shown on the drawings and in the specifications is included in the base bid and alternates to the Owner.
- C. If in doubt regarding the responsibility for work covered in this section and/or discovery of errors or omissions in the bidding documents, the Contractor shall notify the Architect through channels established by the specifications and request a clarification ten (10) days prior to the bid date.

1.02 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver material in manufacturer's original, unopened containers and crates with all labels intact and legible.
- B. Deliver materials in sufficient time and quantity to allow continuity of work and compliance with approved construction schedule.
- C. Handle materials in a manner to prevent damage.
- D. Store all materials on clean raised platforms with weather protective coverings. Provide continuous protection of materials against damage or deterioration.
- E. Remove damaged materials from site.

1.03 WARRANTIES

- A. The Contractor warrants to the Owner and Architect that materials and equipment provided under the contract will be of good quality and new unless otherwise required or permitted by the contract documents, that the work will be free from defects not inherent in the quality required or permitted, and that the work will conform with the requirements of the contract documents. Work not conforming to these requirements, including substitutions not properly approved and authorized will be considered defective. The Contractor's warranty will exclude remedies for damage or defect caused by abuse, improper or insufficient maintenance, improper operations, modifications not executed by the Contractor or improper wear and tear under normal use. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. All warranties shall be for a period of one year from the date of substantial completion or the owner begins using the pool unless otherwise specified.

- B. The Contractor shall agree to repair or replace any defective or non-complying work at no cost to the Owner upon written notification from the Owner within the warranty period. Pro-rated warranties are not acceptable.
- C. Submit all warranties covering, but not limited to the following:
 - (1) All underwater lights, niches, conduits, junction boxes, controllers and accessories against defects in material, manufacturer and installation for a period of one (1) year.

PART 2 - PRODUCTS

2.01 UNDERWATER LIGHTS

- A. Underwater lights shall be equivalent to 500 watts of incandescent light. Underwater lights shall be UL listed and in the quantities shown and as detailed in the construction drawings and as described in these specifications. Coordinate for proper installation. Refer to the drawings for quantities and locations.
- B. Junction boxes shall be provided in the quantities required and shall be located at least 8" above the pool coping and 5' from the pool edge. Refer to the Swimming Pool Electrical drawings. Cord length shall be sufficient to run from fixture to the junction box with sufficient cable in the niche to re-lamp the fixture on the deck.
 - (1) The existing conduit from the niche to the junction box shall be sealed and hydrostatically pressure tested for leaks before and after backfilling to guarantee water tightness.

PART 3 - EXECUTION

3.01 EXISTING CONDITIONS, INSPECTION AND PREPARATION

- A. Carefully examine all of the contract documents for requirements that affect the work of this section. Prior to starting any work, notify the General Contractor of defects requiring correction. Do not start work until conditions are satisfactory.
- B. Verify that all work by others, related to this section, has been completed. This includes all earthwork, concrete work, and mechanical, electrical and plumbing connections.
- C. Protect all materials and work completed by others from damage while completing the work in this section.

3.02 CONDUIT INSTALLATION

- A. Testing: For testing of conduit for underwater applications following the below protocol:
- (1) Cap off conduits at the light niche.
 - (2) Confirm conduits extend up to a minimum of 8" above deck level.
 - (3) Slowly fill conduit with water to allow water to fill entire conduit.
 - (4) Allow water to sit for one hour to allow any trapped air to exit the conduit.
 - (5) Visually check for leaks along conduit run.
 - (6) Top off conduit and mark water level. Allow water to sit in conduit four (4) hours.
 - (7) Visually inspect conduit for leaks and or wet spots in the conduit trench.
 - (8) Check conduits and water level in each conduit to verify water level did not drop in conduit.
 - (9) Provide written notification to the Pool Consultant that the test has been completed satisfactorily.
 - (10) Contractor may wish to hold water level in conduit throughout construction until after the deck has been placed to confirm that conduits have not been damaged as the result of deck placement.

END OF DOCUMENT

SWIMMING POOL CEMENTITIOUS WATERPROOFING

PART 1 - GENERAL

1.01 Description

- A. Work in this section. Principal Items include:
 - (1) Application of polymer modified cement waterproofing.
 - (2) Waterproofing swimming pool gutter.
 - (3) Waterproofing main drain sumps.
 - (4) Waterproofing interior of surge tank.
- B. Related Sections:
 - (1) Section 131121 – Swimming Pool Cast-In-Place Deck Concrete

1.02 Submittals

- A. Comply with requirements of Shop Drawings, Product Data and Samples Section.
- B. Product Data: Manufacturer's specifications, data, and installation instructions.
- C. LEED Submittals: Comply with requirements for each product to achieve points indicated in LEED Project Checklist provided by the Architect/Engineer.
- D. Submit list of project references as documented in this specification under Quality Assurance Article. Include contact name and phone number of the person charged with oversight of each project.
- E. Quality Control Submittals:
 - (1) Provide protection plan of surrounding areas and non-work surfaces.

1.03 Quality Assurance:

- A. Qualifications:
 - (1) Manufacturer Qualifications: Company with minimum 15 years of experience in manufacturing of specified products and systems.
 - (2) Manufacturer Qualifications: Company shall be ISO 9001:2015 Certified.
 - (3) Applicator Qualifications: Company with minimum of 5 years' experience in application of specified products and systems on projects of similar size and scope, and is acceptable to product manufacturer.

- (4) Successful completion of a minimum of 5 projects of similar size and complexity to specified Work.

B. Field Sample:

- (1) Install field sample at project site or other pre-selected area of building, as directed by Architect/Engineer.
- (2) Apply material in strict accordance with manufacturer's written application instructions.
- (3) Manufacturer's representative or designated representative will review technical aspects; surface preparation, application and workmanship.
- (4) Field sample will be standard for judging workmanship on remainder of project.
- (5) Maintain field sample during construction for workmanship comparison.
- (6) Do not alter, move or destroy field sample until work is completed and approved by Architect/Engineer.
- (7) Obtain Architect/Engineer written approval of field sample before start of material application, including approval of aesthetics, color, texture and appearance.
- (8) Installer: Trained, certified, and monitored full time for duration of installation by membrane manufacturer.

1.04 Product Delivery and Storage

- A. Comply with manufacturer's ordering instructions and lead-time requirements to avoid construction delays.
- B. Deliver materials in manufacturer's original, unopened, undamaged containers with identification labels intact.
- C. Transport and store in unopened containers and keep in clean, dry condition protected from rain, dew and humidity. If dry onsite storage of bags is unavailable or if project is located in a very wet, humid climate, purchase product in manufacturer's packaged metal pails.
- D. Do not stack bags more than two pallets high.
- E. Do not allow MasterEmaco® A660 modifying admixture (formerly Acryl 60) to freeze.

1.05 Job Conditions

- A. Do not apply in rain or when rain is expected within 24 hours. Do not apply above 90 degrees F (32 degrees C) or below 40 degrees F (4 degrees C) or when temperatures are expected to fall below 40 degrees F (4 degrees C) within 24 hours. For hot and cold temperature applications, store materials and

water at 50 degrees F (10 degrees C) to 70 degrees F (21 degrees C) before use.

1.06 Warranty

- A. Defects in material, workmanship, and installation of the pool cementitious finish against cracking and delamination for a period of three (3) years.

PART 2 - PRODUCTS

2.01 Materials

- A. Waterproof Coating: MasterSeal 581 cement based, aggregate type, heavy duty, waterproof coating for concrete or masonry, as manufactured by Master Builders Solutions, or approved equal. Color shall be grey.
 - (1) Bonding and Modifying Mixture: MasterEmaco A660 (formerly Acryl 60) liquid compound of acrylic polymers and modifiers, as manufactured by Thoro System Products, or approved equal.
- B. Water: Clean, fresh, from domestic potable source.

2.02 Proportions and Mixing

- A. Materials are specified on a volume basis and shall be measured in approved containers that will ensure that the specified proportions will be controlled and accurately maintained during progress of the work. Measuring materials with shovels ("shovel count") is NOT permitted.
- B. Mixing: Perform mixing in approved mechanical mixers of the type in which quantity of water can be controlled accurately and uniformly. Mix to manufacturer's recommendations for swimming pool applications. Discard material which has begun to set before it is used; re-tempering is not allowed. Do not use any caked or lumpy materials. Completely empty mixer and mixing boxes after each batch is mixed and keep free of old material.

PART 3 - EXECUTION

3.01 Preparation of Surfaces

- A. Surface Conditions Requirements:
 - (1) Existing surfaces to be coated must be smooth and clean. Sandblast existing concrete (old) surface to remove projections, loose particles, foreign matter or construction debris, and make sufficiently rough to provide a strong mechanical bond to 1/16 in amplitude.
 - (2) New concrete to be rough float finish 1/16 in amplitude chip, sandblast, or grind off all defective materials and foreign matter.
- B. Surface Repair Requirements:
 - (1) Repair all cracks with "Waterplug" concrete patch, or approved equal.

- (2) All areas of loose plaster discovered shall be completely removed down to rough concrete.

C. Preparation:

- (1) Application of waterproofing constitutes acceptance of substrate. Contractor shall be responsible for properly preparing substrate. Any defects from resulting from substrate issues shall be covered under contractor's warranty.
- (2) Prior to coating, thoroughly wash entire surface with 2,000 psi high-pressure water.
- (3) Wet cementitious base surfaces with fine fog water spray to produce a uniformly moist condition.
- (4) Check gutter grates and accessories for correct alignment before coating is started.
- (5) Do not apply coating to base surfaces containing frost.
- (6) Install temporary coverings as required to protect adjoining surfaces from staining or damage by waterproofing operations.

3.02 Application of Waterproofing

- A. General: Apply waterproof coating to the manufacturer's minimum thickness at any location. Apply finish coating by manufacturer's approved brushes (do not use a paint brush).

B. Workmanship:

- (1) Apply waterproof coating in two coats with second coat applied the next day or before material has become too dry or glazed for good bond.
- (2) Dampen surface immediately ahead of application.
- (3) Brush on two coats of waterproof coating, each with a minimum thickness as recommended by the manufacturer.
- (4) Float final brushed on coat with damp sponge 15 minutes after application to provide a smoother finish without waves, cracks, ridges, pits, projections, or other imperfections.
- (5) Form coating carefully around curves and angles.

C. Curing:

- (1) Cure waterproof coating with fine water mist spray applied to finish coat three or four times at 8-hour intervals or as drying conditions require to prevent premature drying. Do not fill with water for at least 8 days.

D. Patching and Cleaning up:

- (1) Upon completion, cut out and patch loose, cracked, damaged, or defective waterproof coating; patches matching existing coating in texture, color, and finish, flush with adjoining coating. Remove waterproof coating droppings or spattering from all surfaces. Leave surfaces in clean unblemished condition ready for pool filling. Remove protective coverings from adjoining surfaces. Remove rubbish and debris from site.

END OF DOCUMENT

SWIMMING POOL PLASTER

PART 1 - GENERAL

1.01 REFERENCE

- A. Requirements in Addenda, Alternates and Conditions collectively apply to this work.

1.02 DESCRIPTION

- A. Principal Work Items Are:
 - (1) Swimming pool plaster finish.
 - (2) Swimming pool start-up and maintenance.
- B. Related Work Specified Elsewhere:
 - (1) Section 131100 – Swimming Pool Contractor General Requirements
 - (2) Section 131109 – Swimming Pool Start Up
 - (3) Section 131121 – Swimming Pool Cast-In-Place Deck Concrete
 - (4) Section 131125 – Swimming Pool Cementitious Waterproofing
 - (5) Section 131130 – Sealants and Caulking
 - (6) Section 131145 – Swimming Pool Tile

1.03 SUBMITTALS

- A. All submittals shall be made in accordance with the requirements of Division 1 - General Requirements and in strict compliance with the following procedures and guidelines.
- B. Procedure: The Contractor shall submit to the Engineer at least four weeks prior to the start of plaster installation the procedure for initial fill and chemical dosing for initial water chemistry balancing.
- C. Samples: Prepare 12 in x 12 in square panel at the site showing color and texture for pool plaster. Finished plasterwork shall match the approved sample panel.
- D. Certificates: Submit certificates attesting that the materials furnished meet the requirements specified herein.
- E. Test Report: Submit results of domestic water analysis.

1.04 PRODUCT DELIVERY AND STORAGE

- A. Deliver manufactured materials to site in manufacturers' original unbroken packages or containers bearing manufacturers' name and brand labels. Keep cementitious materials dry until ready to be used and stored off the ground, under cover, and away from damp surfaces.

1.05 JOB CONDITIONS

- A. Apply plaster in exterior swimming pool only when ambient temperature is above 40 °F and below 90 °F, and protect applied plaster from rapid drying by sun or wind until curing is completed or pool is filled with water.
- B. Do not install plaster during rain. Do not begin plastering if there is a chance of rain within 24hrs of the plastering. If it begins to rain during the plastering process, see section 1.06 "Protecting plaster in unanticipated circumstances".
- C. Do not install plaster if the wind conditions are greater than 10 MPH. Do not begin plastering if there is a chance of 10MPH or greater wind within 24hrs of the plastering. If the wind raises above 10MPH during the plastering process, see section 1.06 "Protecting plaster in unanticipated circumstances".
- D. Make every effort to apply plaster as late in the construction schedule as possible to avoid staining or damage to the finish.
- E. Protect interior plaster applications from construction debris. Stains or damage occurring as a result of inadequate care may result in the rejection of the installation and require complete removal and re-installation at the contractor's expense.

1.06 PROTECTING THE PLASTER DURING UNANTICIPATED WEATHER EVENTS

- A. If the weather becomes a threat to the plaster during the plastering process before the plaster has cured, the following steps shall be followed
 - (1) Plaster already placed shall be protected until cured.
 - (2) Plastering shall continue until the plaster abuts tilework. Plastering should then stop until the weather turns favorable. All plasterwork shall be protected until cured.
 - (a) There shall be no cold joints in the plaster

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Portland Cement: ASTM C150, Type I White Portland cement. Manufacturer, Federal Cement.
- B. Hydrated Lime: ASTM C206, Type S.
- C. Aggregate: Georgia Marble Pool Aggregate, Riverside Premium Pool Aggregate, or approved equal. Mix per manufacturer's recommendations for specific application. If an onsite mix is used, aggregate must be white marble dust uniformly graded within the following limits, all passing the No. 30 sieve:
- D. Color: Swimming Pool plaster shall be white in color.
- E. Water: Clean, fresh, from domestic potable source, free from injurious amounts of acid, alkali, and organics.

2.02 PROPORTIONS AND MIXING

- A. Materials are specified on a volume basis and shall be measured in approved containers that will insure that the specified proportions will be controlled and accurately maintained during the progress of the work. Measuring materials with shovels ("shovel count") is not permitted.
- B. White Marble Pool Plaster Finish Coat: Mix finish in proportion of one part by volume of White Portland cement to not more than two parts by volume of sand (specified white marble dust).
- C. Mixing: Perform mixing in approved mechanical mixers of the type in which quantity of water can be controlled accurately and uniformly. While mixer is in continuous operation, charge approximately 90% of estimated quantity of water, half of sand, all cement, and the other one-half of the sand into mixer in that sequence and mix thoroughly with remainder of water until mixture is uniform in color and consistency. Avoid excess mixing to prevent hasty solution of cement resulting in accelerated set. Discard plaster which has begun to set before it is used; re-tempering is not allowed. Do not use any caked or lumpy materials. Completely empty mixer and mixing boxes after each batch is mixed and keep free of old plaster.

PART 3 - EXECUTION

3.01 PREPARATION OF SURFACES

- A. Removal of existing plaster and tile
 - (1) All surfaces to receive new plaster shall be stripped of all existing finishes, including plaster and tile, by use of a chipping gun or by picking down to the bare concrete. Expose a clean rough surface to receive new plaster.
- B. Clean base surfaces of projections, dust, loose particles, grease, bond breakers, and foreign matter; make sufficiently rough to provide a strong mechanical bond.
 - (1) Do not apply plaster directly to the surfaces of masonry or concrete that is coated with any membrane-forming curing compound or similar agent until compound or agent is completely removed by sandblasting.
 - (2) Thoroughly wash entire surface with 6,000 psi high-pressure water immediately prior to plastering.
 - (3) Wet cementitious base surfaces with a fine fog water spray to produce a uniformly moist condition and check screeds, pool equipment, and accessories for correct alignment before plastering is started.
 - (4) Do not apply plaster to base surfaces containing frost.
 - (5) Install temporary coverings as required to protect adjoining surfaces from staining or damage by plastering operations.
- C. External project considerations
 - (1) The pool mechanical equipment shall be operational.
 - (2) The health department and/or other governing agencies shall have approved the pools or spas for plaster.
 - (3) All chemicals required to balance the pool are onsite and ready to be used.
 - (4) All pool related piping have been flushed.
 - (5) Provide initial cleaning of the surge tank and overflow perimeter skimming system (gutter) of all loose debris and sediment.
 - (6) Decking work is complete.
 - (7) The pool is protected from any cleaning or additional construction work to be completed that may introduce debris into the pool area.
- D. The Contractor shall confirm all chemicals necessary for initial pool balance are on site 3 days prior to the start of plaster application.

3.02 APPLICATION OF PLASTER

- A. General: Apply finish plaster to minimum 1/2 in thickness at any location. Apply finish plaster by hand or machine. If plastering machine is used, control fluidity of plaster to have a slump not exceeding 2-1/2 in when tested using a 2 in x 4 in x 6 in high slump cone. Do not add additional water to the mix subsequent to determining water content to meet this slump. Perform slump test according to following procedure:
- (1) Place cone on level, dry, non-absorptive base plate.
 - (2) While holding cone firmly against base plate, fill cone with plaster taken directly from hose or nozzle of plastering machine, tamping with a metal rod during filling to release all air bubbles.
 - (3) Screed off plaster level with top of cone. Remove cone by lifting it straight up with a slow and smooth motion.
 - (4) Place cone in a vertical position adjacent to freed plaster sample using care not to disturb base plate.
 - (5) Lay straightedge across top of cone being careful not to vibrate cone; measure slump in inches from bottom edge of straightedge to the top of slumped plaster sample.
- B. Workmanship:
- (1) Apply finish plaster in two coats by "double-back" method with second coat applied as soon as first coat is tamped and initially floated. Apply plaster with sufficient pressure to provide a good bond on bases.
 - (2) Work plaster to screeds at intervals of from 5 ft to 8 ft, or closer as required on curved surfaces.
 - (3) Finish plaster to tolerance of -0 to +1/8 inch in thickness on curved surfaces and to 1/8 in in 8 feet on straight surfaces.
 - (4) Apply smooth trowel finish without waves, cracks, trowel marks, ridges, pits, crazing, discoloration, projections, or other imperfections. Form plaster carefully around curves and angles, well up to screeds.
 - (5) Take special care to prevent sagging and consequent drooping of applications. Produce surfaces free of visible junction marks in finish coat where one day's work adjoins another.
- C. Curing: Cure plaster with fine fog water spray applied to finish coat as frequently as required to prevent dry-out of plaster. Keep plaster damp until pool is filled. Prevent damage or staining of plaster.

D. Patching, Pointing, and Cleaning Up:

- (1) Upon completion, cut out and patch loose, cracked, damaged, or defective plaster; patches matching existing plaster in texture, color, and finish, flush with adjoining plaster.
- (2) Perform pointing and patching of surfaces and plasterwork abutting or adjoining any other finish work in a neat and workmanlike manner. If 10% or more of the pools plaster finish is found to be defective, the plaster shall be removed and replaced completely for the entire pool.
- (3) Remove plaster droppings, voids, holes or spattering from all surfaces. Leave plaster surfaces in clean, unblemished condition ready for pool filling. Remove protective coverings from adjoining surfaces. Remove rubbish and debris from the site.

3.03 START-UP SPECIFICATIONS

- A. Contractor shall employ a qualified water testing agency to analyze the domestic water with which the pool will be filled within 2 weeks of the plaster date, and shall employ a swimming pool experienced, water chemistry consultant to determine types and quantities of chemicals required to ensure calcium-balanced water immediately upon the completion of water filling.
- (1) Have on hand quantities of the chemicals as determined above, plus 25% overage for follow-up treatment. These chemicals, typically including calcium chloride, bicarbonate of soda, and muriatic acid, are in addition to standard chlorine/chlorine products and alkalizer/pH control products required elsewhere.
- B. Care shall be taken in filling the pool to assure that the water source is clean and potable and free of contaminants that could stain the fresh plaster. Flush all water lines that have not been in continuous operation before filling the pool.
- C. The pool shall not be plastered until the filtration system and chlorination system are complete and ready for start-up.
- (1) Contractor shall notify the Owner in writing of start-up at least two weeks prior to the plaster date.
 - (2) The Owner is responsible for supplying chlorine/chlorine products and alkalizer/pH control products for maintenance of the pool by the automatic treatment systems.
 - (3) Should these automatic treatment systems fail or if the Contractor fails to notify the Owner as required, the Contractor shall supply all chemicals required for manual treatment of the pool water.

- D. Contractor shall maintain swimming pool for a minimum 14 consecutive days in conjunction with the mechanical system operational test.
- (1) This maintenance period shall be extended with the mechanical system operational test if required per specifications.
 - (2) During this time, brush the entire pool plaster surface daily starting immediately after filling pool for a minimum of 5 days to remove plaster dust, periodically clean grates until no further accumulation of foreign material occurs, and add chemicals as required for acceptable water quality.
 - (3) The pool shall be vacuumed to maintain a clean and new condition throughout the minimum 14-day period starting no sooner than 5 days after the date of plaster.
 - (4) In no instance, shall the pool maintenance and cleaning responsibilities cease prior to gainful occupancy of the entire facility by the Owner.
 - (5) After successful conclusion of the mechanical system operational testing, clean grates, vacuum pool, and leave the pool ready for use.
- E. Clean-Up
- (1) Before the contractor leaves the site, the site shall be cleaned of all debris created due to the work. The site shall be left in a presentable condition, as determined by the owner or owners representative.

END OF DOCUMENT

SWIMMING POOL TRIM TILE

PART 1 - GENERAL

1.01 DESCRIPTION

A. Work in this Section: Principal items include:

- (1) Ceramic tile for swimming pool.

1.02 QUALITY ASSURANCE

A. Reference Standards: Conform to the following standards unless otherwise required herein:

- (1) American Concrete Institute
 - (a) ACI 302 - Guide for Concrete and Floor Slab Construction
- (2) American National Standards Institute (ANSI):
 - (a) A108 - Glazed Wall Tile, Ceramic Mosaic Tile, Quarry Tile and Paver Tile Installed With Portland Cement Mortar.
 - (b) A137.1:2012 Standard Specifications for Ceramic Tile.
- (3) American Society for Testing and Materials (ASTM):
 - (a) C150 Portland Cement
 - (b) C171-16 Sheet Materials for Curing Concrete
 - (c) C206-14 Finishing Hydrated Lime
- (4) Tile Council of North America (TCNA): Latest Edition, Handbook for Ceramic Tile Installation.

B. Related Sections

- (1) 131100 – Swimming Pool Contractor General Requirements
- (2) 131109 - Swimming Pool Start Up
- (3) 131121 - Swimming Pool Cast-in-Place Deck Concrete
- (4) 131125 - Swimming Pool Cementitious Waterproofing
- (5) 131130 – Swimming Pool Sealants and Caulking
- (6) 131140 - Swimming Pool Plaster

1.03 SUBMITTALS

- A. All submittals shall be made in accordance with the requirements of Division 1 - General Requirements and in strict compliance with the following procedures and guidelines.
- B. Product Data: Submit the tile manufacturer's printed data identifying each field tile unit and each trimmer and shaped unit by model or type number.
- C. Samples: Submit the following for selection and approval:
 - (1) Each type, shape, and trimmer of tile in each required color.
 - (2) Joint grout colors for each color of tile.
- D. Master Grade Certificates: Submit for each lot of tile before installing

1.04 PRODUCT DELIVERY AND STORAGE

- A. Deliver tile materials to site in unopened factory containers sealed with Grade Seals bearing printed name of manufacturer and the words "Standard Grade". Keep the Grade Seals intact and containers dry until tiles are used. Keep cementitious materials dry until used.

1.05 JOB CONDITIONS

- A. Inspect and verify job conditions. Report all defects in base surfaces to Architect/Engineer for correction before proceeding.
- B. Maintain a temperature range of 40 degrees Fahrenheit to 90 degrees Fahrenheit during installation of tile and grout materials. Tile installation should cure for a minimum 14 days with average an temperature of 70 degrees, while maintaining the minimum 40 degrees and maximum 90 degrees Fahrenheit, prior to filling pool with water.
- C. Vent temporary heaters to outside to avoid carbon dioxide damage to the new tile work.

1.06 WARRANTIES

- A. The Contractor warrants to the Owner that materials and equipment furnished under the contract will be of good quality and new unless otherwise required or permitted by the contract documents, that the work will be free from defects not inherent in the quality required or permitted and that the work will conform to the requirements of the contract documents. Work not conforming to these requirements including substitutions not properly approved and authorized, may be considered defective.
- B. The Contractor's warranty excludes remedy for damage or defect caused by abuse, improper or insufficient maintenance, improper operation, modifications not executed by the Contractor or improper wear and tear under normal usage. If required by the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

- C. All warranties shall be for a period of five years, unless otherwise specified.
- D. All setting materials shall be provided by the same manufacturer. All mixing materials and application procedures shall be done in accordance with manufacturer's recommendations and requirements. Documentation shall be provided to this effect by the contractor with verification from the manufacturer. This documentation shall be included in the operations and maintenance manual under warranties as documentation qualifying the project for a Lifetime Systems Warranty by Laticrete International, Inc. or approved equal.
- E. The Contractor shall agree to repair or replace any work at no cost to the Owner upon written notification from the Owner within the warranty period. Pro-rated warranties are not acceptable

PART 2 - PRODUCTS

2.01 BASIC MATERIALS

- A. Portland Cement: ASTM C150, Type II, low alkali
- B. Hydrated Lime: ASTM C207, Type S.
- C. Mortar sand: ASTM C144, at least 4% passing No. 100 sieve.
- D. Joint sand: Same as mortar sand, except all passing the No. 30 sieve.
- E. Water: From domestic potable source
- F. Color pigments: Pure ground mineral oxides, non-fading, alkali and lime proof, factory weighed and packaged.

2.02 TILE MATERIALS

- A. Manufacturer
 - (1) Tile Products: Dal Tile, American Olean, Cepac, Agrob Buchtal or approved equal.
- B. Standard Grade conforming to ANSI A137.1. Additional Tile Requirements include:
 - (1) Provide trim units as indicated and specified, including special shapes as detailed or required.
 - (2) Tile patterns and colors shall be as indicated and specified, colors of approved shades.
 - (3) Mesh mounted or perforated paper backed tile is not allowed where the mesh of paper remains as a permanent part of the installation. If dot mounting is used, a minimum of 67% of the depth of the tile shall be free from any dots to ensure proper grout curing.

- (4) All 1" x 1" tiles shall be face mounted as guaranteed suitable for pool use by the manufacturer.
 - (5) Use factory-made half-size units where required for tile numbers, or make the half-size units by precision cutting on powered tile saw.
 - (6) Ease all cut tile edges prior to installation.
- C. Glazed Ceramic Tile – See Drawings for location and quantities.
 - (1) Gutter Cap Tile
 - (2) Water Line Tile – 6 inch by 6 inch
- D. Unglazed Ceramic Mosaic Tile
 - (1) Stair Entry Tile – 1 inch by 1 inch
 - (2) Stair Nosing Tile – 1 inch by 1 inch
 - (3) Recessed Step Trim Tile – 1 inch by 1 inch
 - (4) Wall Target Tile – 1 inch by 1 inch
 - (5) Lane marking Tile – 1 inch by 1 inch
 - (6) Floor Inlet Trim Tile – 1 inch by 1 inch
 - (7) Main Drain Trim Tile – 2 inch by 2 inch
 - (8) Horizontal Depth Marking Tile – 6 inch by 6 inch
 - (9) Vertical Depth Marking Tile – 4 1/2 inch by 4 1/2 inch
 - (10) "NO DIVING" Warning Tile - 6 inch by 6 inch
- E. Specialty Tile:
 - (1) Gutter Cap tile at pool perimeter shall have color selected by Architect and be provided as 2" x 6" glazed gutter cap tile from Dal Tile or approved equal.
- F. Depth Marking and Warning Signs:
 - (1) Horizontal and vertical depth markings and warning signs shall have 4" high numbers and letters.
 - (a) Location and Size per Plans.
 - (2) All horizontal depth markers shall be slip resistant.
 - (3) Single tile abbreviations shall be used for 'FT' / 'FEET' and 'IN' / 'INCHES' by Dal Tile, approved tile manufacturer or Inlays, Inc.

- (4) Universal No Diving Symbol shall be set on a single 6" x 6" tile unless otherwise noted on the plans.
 - (5) COLOR: All message tile shall contrast with the field tile. Refer to Architect for color selections.
- G. Trim Units: Provide tile trim units where indicated or necessary for complete and finished installation. Provide bullnose units for external corners and angles. Internal corners shall be squared. External corners shall be mitered. Provide trim units of material and finish identical to adjoining tile, except slip-resistant surfacing is not required for curved or vertical trim units. Provide special type slip-resistant tread nosing units as indicated.

2.03 SETTING BED MORTAR

- A. Manufacturer: LATICRETE International Inc., 3701 Fortified Mortar Bed, thick bed mortar. Polymer fortified blend of carefully selected polymers, Portland cement and graded aggregates. Exceeds ASTM C270 Requirements. Mix and Apply in accordance with Manufacturer's recommendations.
 - (1) Tile Setting Products: LATICRETE International Inc., Mapei Corporation or approved equal.

2.04 BOND COAT

- A. Manufacturer: LATICRETE International Inc., 254 Platinum one step, polymer-fortified thin-set mortar. Exceeds ANSI A118.4 Shear Bond Strength Requirements & ANSI A118.15 (ISO 13007 C2TES1). Mix and apply in accordance with Manufacturer's recommendations as a Bond Coat (placed under setting bed mortar screeds at 'horizontal surfaces').

2.05 THINSET

- A. Manufacturer: LATICRETE International Inc., 254 Platinum one step, polymer-fortified thin-set mortar. Exceeds ANSI A118.4 Shear Bond Strength Requirements & ANSI A118.15 (ISO 13007 C2TES1). Mix and apply in accordance with Manufacturer's recommendations.

2.06 TILE JOINT GROUT

- A. Manufacturer: LATICRETE International Inc., PermaColor Grout. Exceeds ANSI A118.7 (ISO 13007-3 CG2WA) requirements, patented high performance grout. Mix and Apply in accordance with Manufacturer's recommendations.
- B. Plaster Finish: See Specification 131140.

2.07 ELASTOMERIC SEALANT

- A. Manufacturer: LATICRETE International Inc., Latasil sealant over Latasil 9118 primer to seal lighting and plumbing fixture penetrations and for all movement joints. Mix and Apply in accordance with Manufacturer's recommendations.

2.08 MIXING AND APPLICATION PROCEDURES

- A. All mixing and application procedures shall be done in accordance with the manufacturer's recommendations, requirements, and guidelines. A manufacturer's representative shall visit the site to verify field conditions, confirm materials and application requirements, and confirm that all materials and systems are installed per the manufacturer's recommendations, requirements, and guidelines. Documentation shall be provided to this effect for the Design Team's records.

PART 3 - EXECUTION

3.01 PREPARATION

- A. The swimming pool surface shall be structurally sound and free of any foreign substances and debris that could reduce or impair adhesion. Sound and remove all loose concrete to firm substrate. Clean substrates of dust, dirt, oil, grease, and deleterious substances. Conform to applicable Reference Standards and to recommendations of manufacturers of materials used. Thoroughly wash/rinse with clean potable water.
- B. Surface defects or holes in the substrate shall be patched per manufacturer's recommendations.
- C. Substrates To Receive Mortar Setting Beds: Keep cementitious backing damp for at least 8 hours and scrub with a neat Portland cement slurry just prior to placing setting bed mortar.
- D. Tile Wetting: Dampen tile according to above Reference Standards or tile manufacturer's instructions, as required.
- E. Screeds: Accurately set temporary screeds to control the finish plane of mortar-bed set tile and remove as soon as setting bed is sufficiently hardened. Fill void spaces from screeds with same mortar.

3.02 TILE INSTALLATION

- A. Arrange tile according to patterns detailed, set tile flush with well-fitted joints, finish in true planes, that are plumb and square, and with joints of uniform size. Provide approved trimmers as shown or required. Cut tile without marring. Carefully grind and joint tile edges and cuts. Set tiles to avoid puddles and ponding in large fields and arrange curved field joints at radiuses that minimize joints and tapered grout joints.

- B. Mortar Bed Set Tile: Apply bond coat under dry pack screed mortars at horizontal surfaces (vertical renders / leveling mortars are mixed to a more plastic / plaster like consistency and typically do not require a bond coat). While bond coat remains wet and tacky, apply specified setting bed mortar, tamp, and screed to required planes. Spread no more mortar than can be covered with tile before initial set. Do not use re-tempered mortar. Trowel 1/32" to 1/16" thick bond coat over plastic setting bed mortar just before setting tile or apply bond coat to back of each tile placed. Set tile in position and beat firmly into the setting bed mortar. Bring tile faces to a true and proper plane. Complete all beating and leveling before mortar sets and in no case later than one hour after first placing. When ready, wet and remove paper and glue avoiding excess water. Adjust any out-of-line or out-of-level tile.
- C. Ceramic Tile Joint Grouting:
- (1) For tile 3 inches below waterline and above: Grout tile joints full after washing out and saturating with clean water. Mix grout with water to a thick creamy consistency and force into joints for entire joint depth, flush with surface. Clean off all excess and fill skips and gaps before grout sets. Use white grout throughout. Provide dampness for minimum 3-day curing and polish with clean dry cloths. Unless otherwise approved, install tile with uniform 3/32 inch joint width. A maximum 1/8" joint width may be utilized to meet specific installation requirements, if required.
 - (2) For tile at least 3 inches below waterline: Grout tile joints full after washing out and saturating with clean water with plaster finish. See specification 131140.
- D. Expansion Joints: Install tile with uniform 1/8" joint width. Place expansion joint per applicable TCNA Method P601MB, P601TB, or P602 and conforming to Method EJ171. Provide shop drawings showing backer rod and joint dimensions. All expansion, control, construction, cold, and seismic joints in the pool structure should continue through the tile work, including such joints at vertical surfaces. Movement joints shall be placed at all changes in direction and elevation. Refer to the structural engineer for additional required movement joints. Joint size shall be a minimum of 1/8". Joints through tile work directly over structural joints shall not be narrower than the structural joint. The Contractor shall use cement compatible coatings when using chalk lines for joint layout purposes.

3.03 CLEANING AND PROTECTION

- A. Remove stains, cement, grout, and foreign matter after grouted joints are fully set as recommended by TCNA and manufacturers of proprietary materials. Do not use any acid for cleaning free of both sodium and potassium. Repair all defective joints until approved.
- B. Protect installed tile work with non-staining Kraft paper, polyethylene sheeting, or other approved heavy covering during the construction period to prevent damage.

3.04 TESTING AND INSPECTION

- A. Before filling of the pool, and its subsequent provisional acceptance at substantial completion, the tile installation shall be visually inspected and sounded in the presence of the Architects and/or the Owner's representative to verify adhesion of the tile to its substrate as well as its overall compliance with the requirements of this Section. Any and all tile work found to be loose, improperly adhered, out of plane, misaligned or otherwise non-conforming shall be removed and replaced at no additional cost to the Owner.

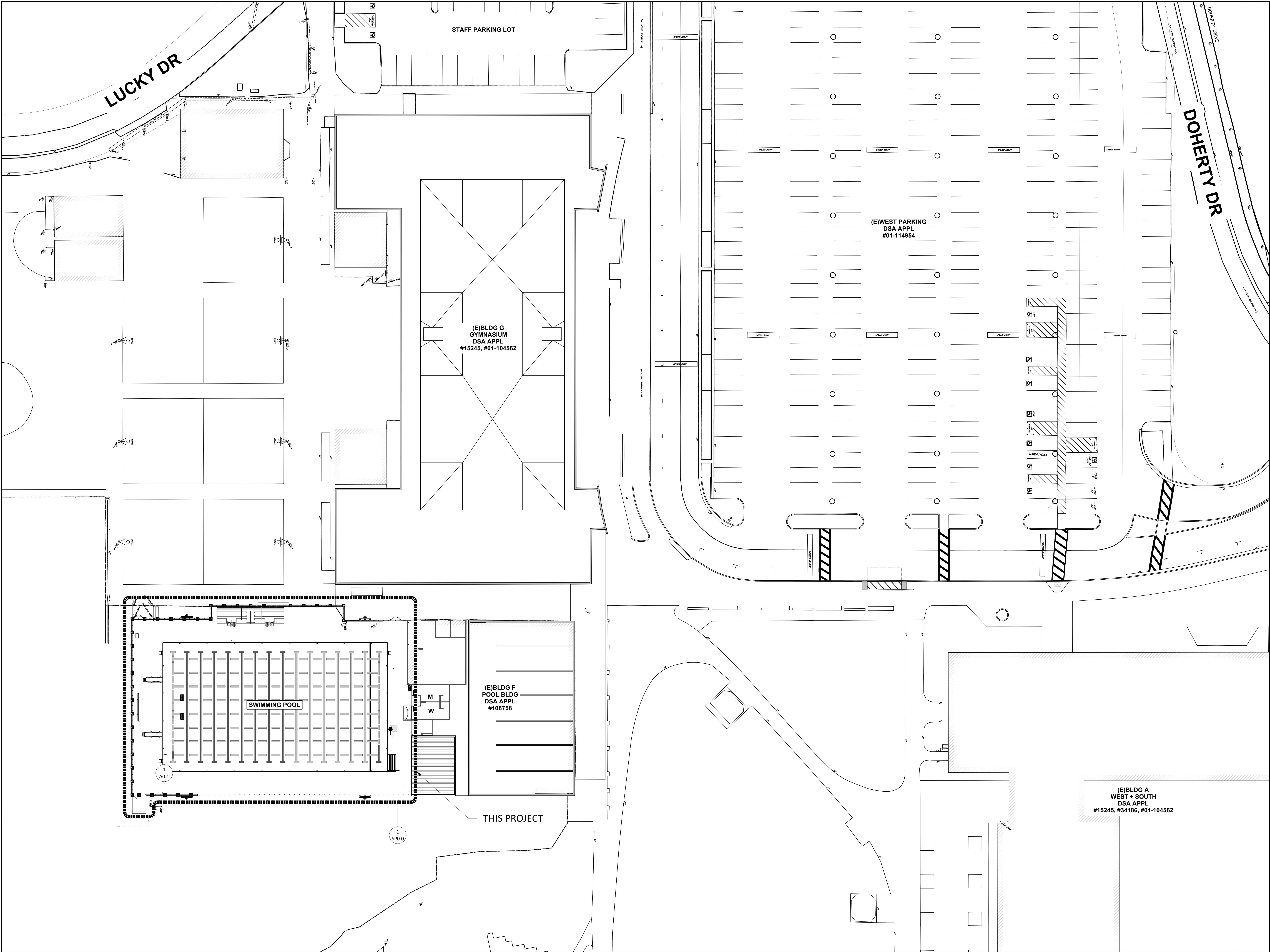
3.05 POOL FILLING AND EMPTYING

- A. Use a fill and drain rate of 2 feet per 24 hours to minimize thermal shock and structural movement. Maintain a temperature differential of 10 degrees Fahrenheit or less between the pool water and the substrate during fill and drain cycles.

3.06 REPLACEMENT TILE

- A. Provide Owner with approximately 10% or 25 square feet (whichever is least) of each color and type tile used on the project for Owner's repair and replacement requirements.

END OF DOCUMENT





Design | Engineering

ROGERS STRINGER MCCLELLAND

1981 N. BROADWAY, SUITE 202
WALNUT CREEK, CA 94596
PH. (925) 464-4600

www.rsm-de.com

PROJECT SITE PLAN

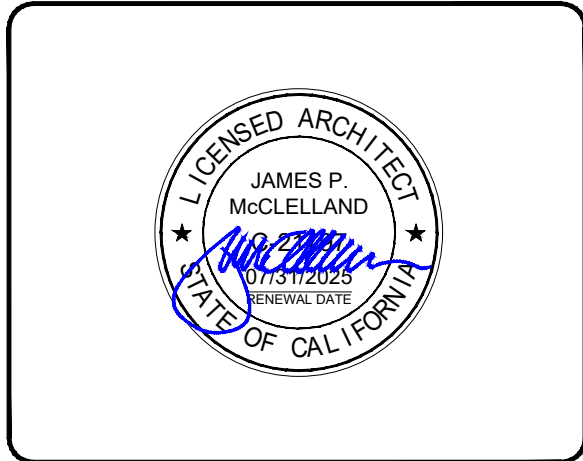
REDWOOD HIGH SCHOOL

POOL REPLASTERING & DECK REPLACEMENT - INCREMENT #1

395 DOHERTY DRIVE
LARKSPUR, CALIFORNIA 94939

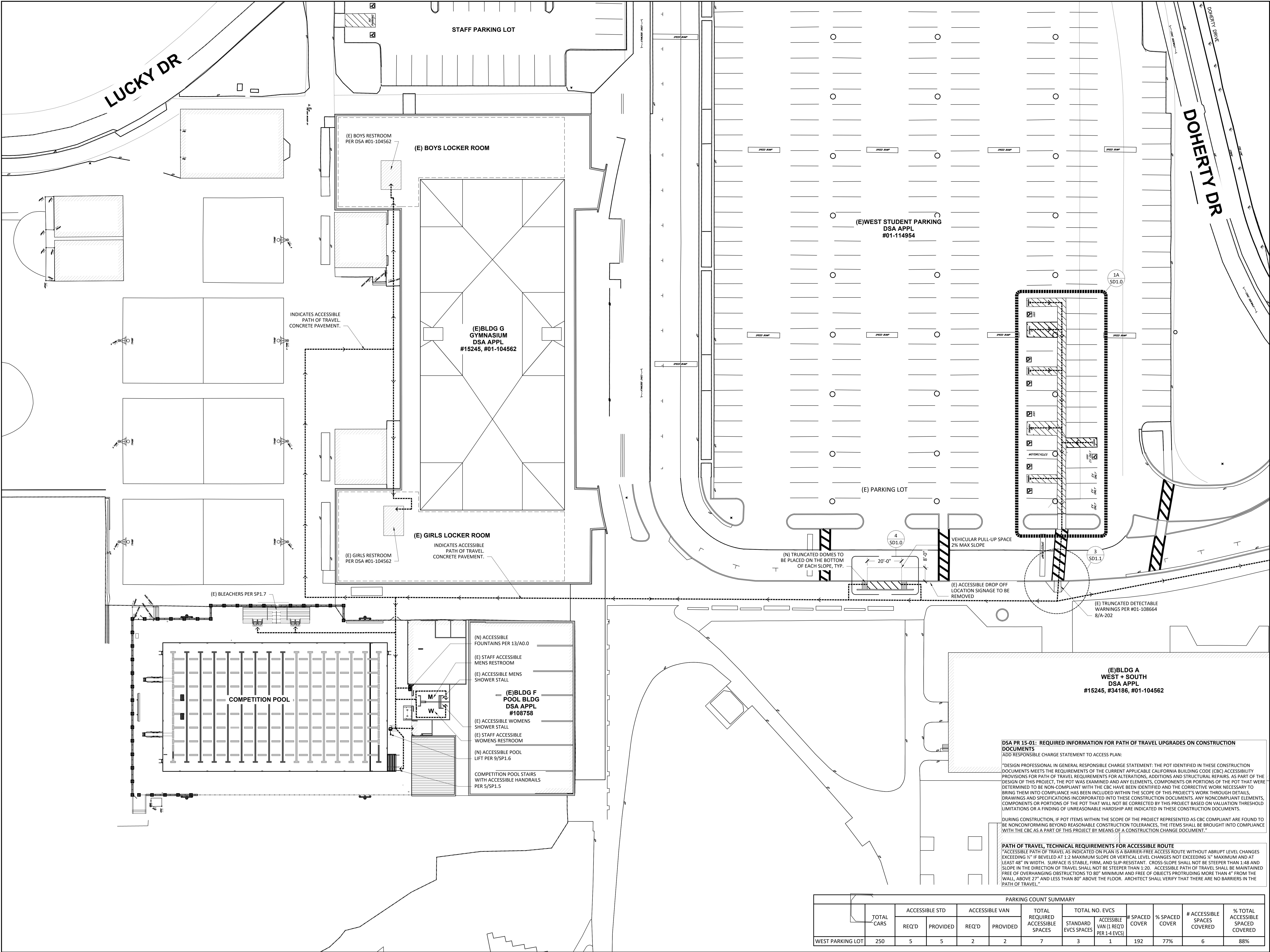
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CONSTRUCTION DOCUMENTS



DSA NO:	
PROJECT NO:	059.2301
SCALE:	AS NOTED
DATE:	JUNE 03, 2024
DRAWN:	R. DINELLI
REVIEWED:	D. STRINGER
APPROVED:	B. ROGERS

SD1.1



Design | Engineering

ROGERS STRINGER MCCLELLAND

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POOL ACCESS PLAN

REDWOOD HIGH SCHOOL

POOL REPLASTERING & DECK REPLACEMENT - INCREMENT #1

395 DOHERTY DRIVE
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CONSTRUCTION DOCUMENTS

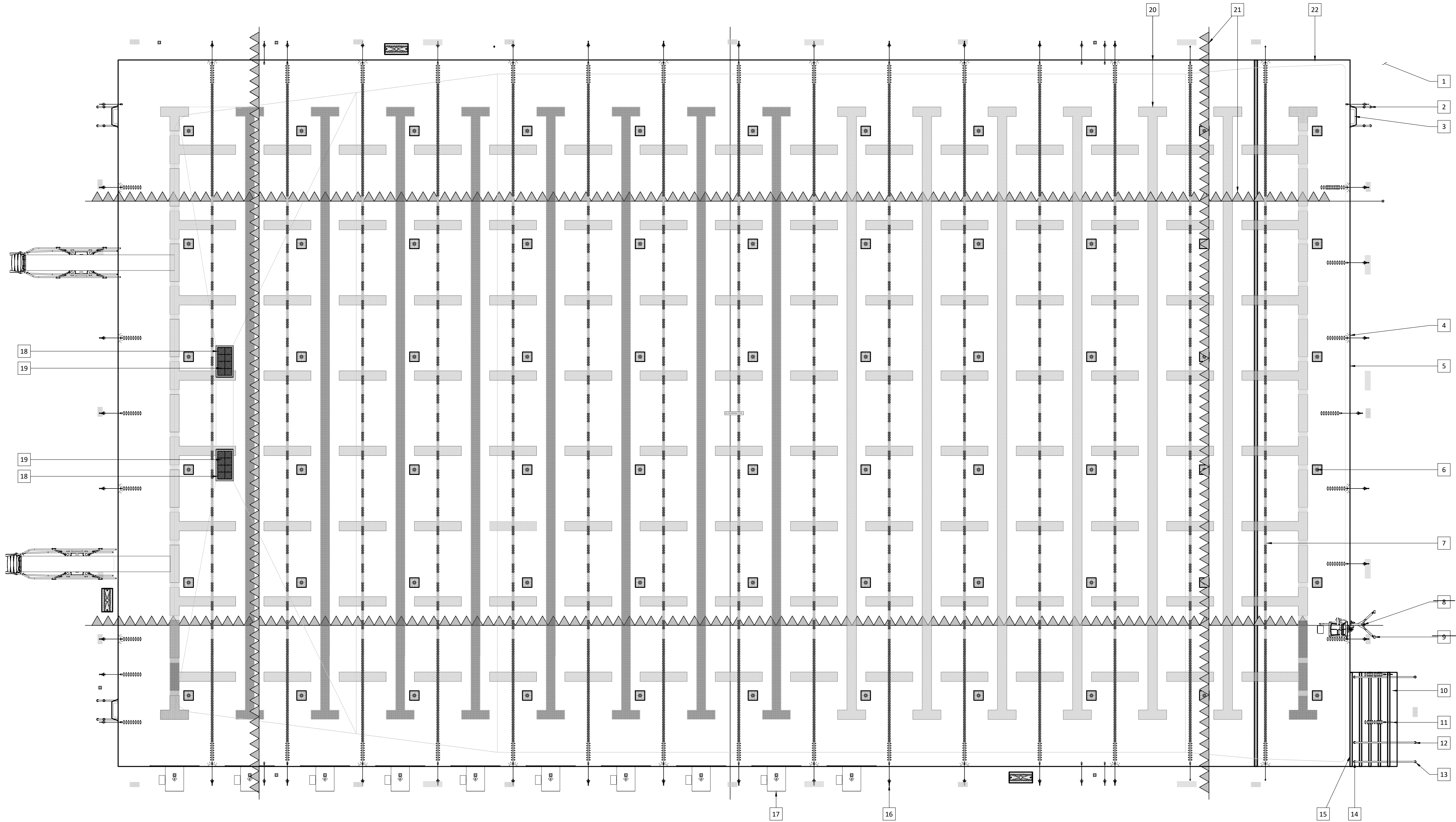
DSA NO:	
PROJECT NO:	059.2301
SCALE:	AS NOTED
DATE:	JUNE 03, 2024
DRAWN:	R. DINELLI
REVIEWED:	D. STRINGER
APPROVED:	B. ROGERS

SITE ACCESS PLAN

1" = 20'-0"

1

SD1.2



- SWIMMING POOL DEMOLITION KEY NOTES:**
- 1 (E) PIPING LINES AT POOL DECK TO/FROM SWIMMING POOL TO REMAIN.
 - 2 (E) GRAB RAILS & ESCHUTEONS TO BE REMOVED, POLISHED, AND REINSTALLED, TYP.
 - 3 (E) RECESSED STEP INSERT TO BE DEMOLISHED, TYP.
 - 4 (E) UNDERWATER LIGHT TO BE DEMOLISHED, LIGHT NICHE TO REMAIN, TYP.
 - 5 (E) POOL SHELL TO REMAIN. REMOVE (E) PLASTER FINISH DOWN TO BARE CONCRETE.
 - 6 (E) FLOOR INLET FITTINGS TO BE DEMOLISHED, TYP.
 - 7 (E) LANE LINES TO BE DEMOLISHED, TYP. LONG AND SHORT COURSE.
 - 8 (E) ADA ACCESS LIFT TO BE DEMOLISHED.
 - 9 (E) POOL STAIR HANDRAIL ANCHORS TO REMAIN IN PLACE, TYP.
 - 10 (E) TILE AT TOP STEP TO BE DEMOLISHED.
 - 11 (E) CUP ANCHOR WITHIN STEPS TO REMAIN.
 - 12 CONTRACTOR TO CONFIRM ACTUAL DIMENSIONS BETWEEN ALL OF THE RAILING ONSITE AND INFORM THE ENGINEER, TYP.
 - 13 (E) HANDRAIL & ESCHUTEONS TO BE REMOVED, POLISHED, AND REINSTALLED, TYP.
 - 14 (E) POOL STAIR HANDRAIL ANCHORS TO REMAIN IN PLACE, TYP.
 - 15 (E) STEP NOSING TILE TO BE DEMOLISHED.
 - 16 (E) LANE LINE ANCHORS, REFER TO SP1.0 FOR DETAILED PLAN ON WHICH WILL REMAIN.
 - 17 (E) STARTING PLATFORMS TO BE REMOVED BY OWNER.
 - 18 (E) MAIN DRAIN SUMPS TO REMAIN. (E) MAIN DRAIN COVERS AND GRATES TO BE DEMOLISHED.
 - 19 (E) MAIN DRAIN SUMPS TO BE OBSERVED BY DESIGN ENGINEER ONCE POOL IS EMPTIED.
 - 20 (E) LANE MARKERS & TARGETS TO BE DEMOLISHED, TYP.
 - 21 (E) FLAGS TO BE DEMOLISHED, TYP. LONG AND SHORT COURSE.
 - 22 (E) WATERLINE TILE AND GUTTER NOSING TILE TO BE DEMOLISHED, TYP.

SWIMMING POOL DEMOLITION PLAN

REDWOOD HIGH SCHOOL
POOL REPLASTERING & DECK REPLACEMENT - INCREMENT #1
395 DOHERTY DRIVE
LARKSPUR, CALIFORNIA 94939

REV	DATE	DESCRIPTION
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D1.1

SWIMMING POOL DESIGN DATA	
SIZE (LENGTH BY WIDTH):	131 FT 0 IN BY 75 FT 1 IN
DEPTH PROFILE:	3 FT 6 IN TO 12 FT 3 IN
SURFACE AREA:	9,885 SF
PERIMETER:	422 FT
VOLUME:	585,870 GAL
MAX BATHER LOAD:	949 BATHERS

SWIMMING POOL SYSTEM DESIGN DATA	
TURNOVER RATE:	5.58 HRS
RECIRCULATION RATE:	1750 GPM
FILTER AREA:	125.00 SF
FILTRATION RATE:	14 GPM/SF

SWIMMING POOL FINISH SCHEDULE	
PLASTER FINISH	1/2" WHITE MARBLE DUST PLASTER.
WATER LINE TILE	6" X 6" GLAZED CERAMIC TILE BY DAL-TILE OR APPROVED EQUAL. COLOR D129 SKY BLUE.
STEP TRIM TILE	1" X 1" MOSAIC TILE BY DAL-TILE OR APPROVED EQUAL. COLOR D331 BLACK.
TOP STEP TILE	1" X 1" MOSAIC TILE BY DAL-TILE OR APPROVED EQUAL. COLOR WHITE.
DEPTH TRANSITION TILE	1" X 1" MOSAIC TILE BY DAL-TILE OR APPROVED EQUAL. COLOR D621 NAUTICAL BLUE.
MAIN DRAIN TRIM TILE	2" X 2" MOSAIC TILE BY DAL-TILE OR APPROVED EQUAL. COLOR WHITE.
FLOOR INLET TRIM TILE	1" X 1" MOSAIC TILE BY DAL-TILE OR APPROVED EQUAL. COLOR WHITE.
GUTTER CAP TILE	2 3/2" X 6" MOSAIC GLAZED TILE BY DAL-TILE OR APPROVED EQUAL. COLOR D129 SKY BLUE.
WALL TARGET TILE	1" X 1" MOSAIC TILE BY DAL-TILE OR APPROVED EQUAL. COLOR D331 BLACK.
LANE LINE MARKER TILE	1" X 1" MOSAIC TILE BY DAL-TILE OR APPROVED EQUAL. COLOR D331 BLACK.
LANE LINE SPACER TILE	1" X 1" MOSAIC TILE BY DAL-TILE OR APPROVED EQUAL. COLOR WHITE.
LANE LINE GUTTER CAP TILE	2 1/2" X 6" STAINLESS STEEL CAP (AT EACH ROPE ANCHOR).

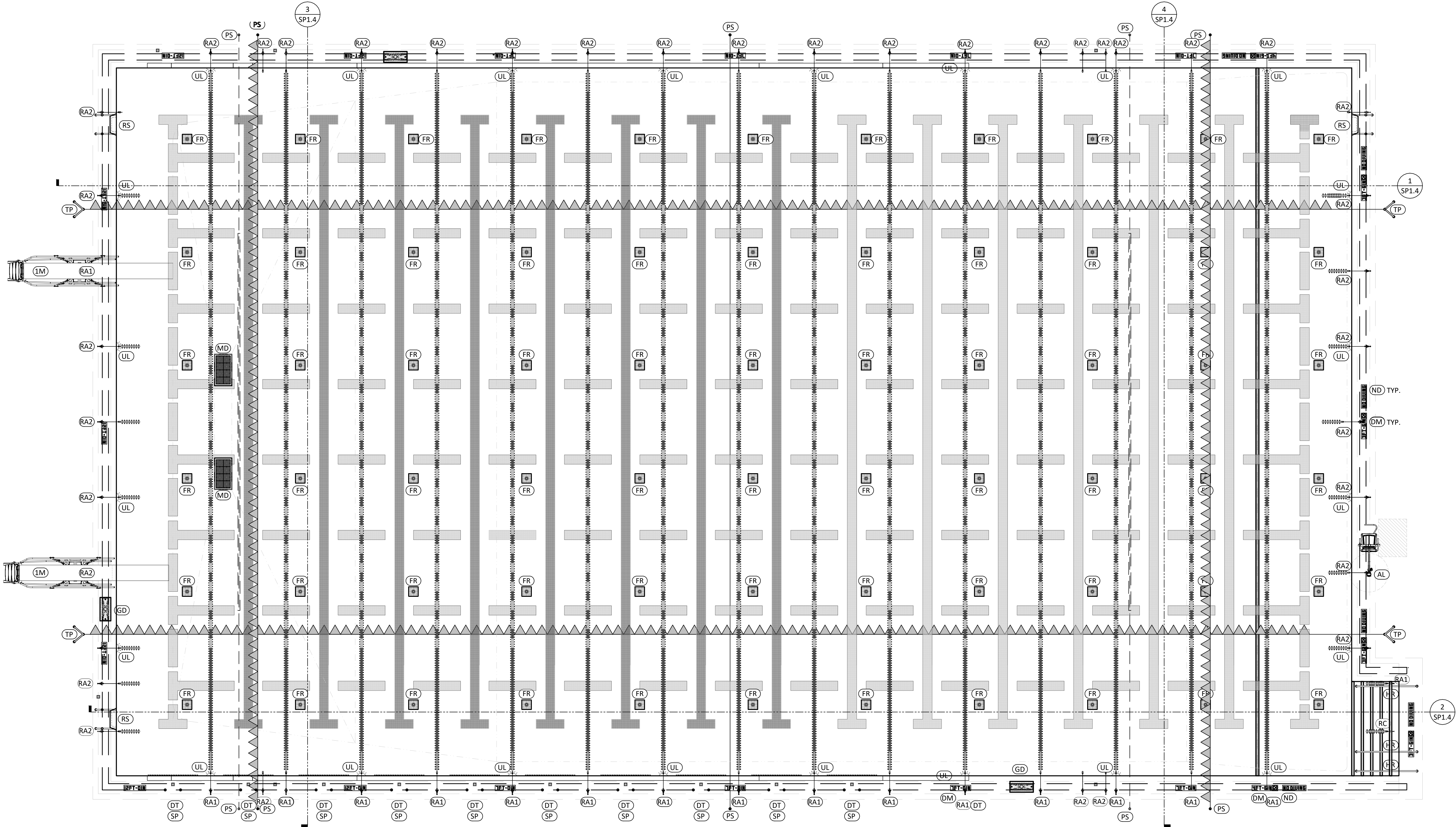
SWIMMING POOL LAYOUT EQUIPMENT SCHEDULE			
CALL OUT	EQUIPMENT	MODEL/DESCRIPTION	DETAIL
DM	VERTICAL DEPTH MARKERS	9 1/8" X 4 1/8" GLAZED WITH CONTRASTING LETTERING BY DAL-TILE OR APPROVED EQUAL. COLOR D331 BLACK LETTERS ON D317 BISCUIT BACKGROUND. SEE DETAIL 1/SP1.5	1/SP1.5
DM	DECK DEPTH MARKERS	6" X 6" NON-SUP CERAMIC TILE BY DAL-TILE OR APPROVED EQUAL. COLOR D331 BLACK LETTERS ON D317 BISCUIT BACKGROUND.	1/SP1.5
ND	NO DIVING MARKER	6" X 6" SUP RESISTANT CERAMIC TILE	5/SP1.5
RS	RECESSED STEPS	(N) FLUSH TO POOL WALL BUILT-IN INJECTION MOLDED (3 STEPS PER SET) TO MATCH EXISTING DIMENSIONS, V.I.F.	8/SP1.6
RS	GRAB RAILS	(E) RAILING TO BE POLISHED AND REPLACED. (N) DECK ANCHORS TO BE PROVIDED.	8/SP1.6
HR	HANDRAILS	(E) RAILING TO BE POLISHED AND REPLACED. (N) DECK ANCHORS TO BE PROVIDED.	5/SP1.5
AL	ADA ACCESS LIFT	(N) SPECTRUM TRAVELER LONG REACH SP. 350, 380 LB CAPACITY, 31" CLEARANCE, 18" WIDE	9/SP1.6
UL	UNDERWATER LIGHTS	(N) J & J ELECTRONICS PURE WHITE LED UNDERWATER POOL LIGHT, 88W, 500 W EQUIVALENT	4/SP1.5
SM	1-METER DIVING PLATFORM	(N) 1-METER REAR ACCESS DIVING STAND WITH HANDRAILS AND 16 FOOT SUP RESISTANT SPRINGBOARD BY DURALEX	4/SP1.5
SP	STARTING PLATFORMS	(10) (N) DUAL POST, (W) SIDE STEP, REAR WEDGE, AND SIDE HANDLES BY DURALEX 18" X 36" X 16" X 16"	7/SP1.6
PA	STARTING PLATFORM ANCHORS	(N) STARTING PLATFORM ANCHORS, 2 ANCHORS REQUIRED PER PLATFORM	1/SP1.4
DT	TIMING SYSTEM DECK PLATE OR BOX	COLORADO TIME SYSTEMS TITANIUM DECK PLATE TOP-200 WITH CARBON ENCLOSURE CARBON 14" X 6" PVC BOX	7/SP1.6
BF	BACKSTROKE FLAGS	PRE-STRUNG 11" BY 14.5" NYLON BACKSTROKE FLAGS AND ALL NECESSARY HARDWARE BY KIEFER, COMPETITOR, ANTI-WAVE, OR APPROVED EQUAL. COLORS BY ARCHITECT OR AQUATIC DESIGNER. FLAGS SHALL INCLUDE CUSTOM LOGO APPROVED BY OWNER.	NA

SM	50M LANE LINE DIVIDERS	(N) 6" DISKS - 3' ALTERNATING COLOR, 5M SOLID COLOR AT EACH END, WITH 15M RESURFACING MARKERS BY COMPETITOR, ANTI-WAVE, OR APPROVED EQUAL. COLOR BY OWNER.	NA
2Y	25Y LANE LINE DIVIDERS	(N) 6" DISKS - 3' ALTERNATING COLOR, 5M SOLID COLOR AT EACH END, WITH 15M RESURFACING MARKERS BY COMPETITOR, ANTI-WAVE, OR APPROVED EQUAL. COLOR BY OWNER.	NA
RA1	EXISTING EYE HOOK ROPE ANCHORS	(E) TO BE RESUED	NA
RA2	EYE HOOK ROPE ANCHORS	(N) EYE HOOK ROPE ANCHORS	6/SP1.6
RC	ROPE CUP ANCHORS	(E) TO BE RESUED	NA
PS	STANCHION POSTS	(N) 5 FT STAINLESS STEEL POST, 2.89" OD, 21.6L WITH BRONZE STANCHION SOCKET AND SHIP PIT COVER, 0.145" MINIMUM WALL THICKNESS	2/SP1.7
FR	STANCHION ANCHORS	CAST BRONZE STANCHION ANCHORS SOCKET W/ MINIMUM 6-INCH EMBEDMENT, 1.300" DIA, 1.500" DIA, 0.145" MINIMUM WALL THICKNESS	2/SP1.7
TP	TAPELINE STANCHION POSTS	(N) 4 FT STAINLESS STEEL POST, 1.300" OD, 31TC, 0.145" MINIMUM WALL THICKNESS	10/SP1.7
W	WATER SOLID GOAL	(3) (N) MACKSTEY COMPETITION WATERPOLO GOALS, (4) (N) ANTI-WAVE ODYSSEY ANTI-PRO GOAL 750	NS

SWIMMING POOL RECIRCULATION EQUIPMENT SCHEDULE			
CALL OUT	EQUIPMENT	MODEL/DESCRIPTION	DETAIL
MD	MAIN DRAIN	(N) AQUASTAR R18MFNF 18" SQUARE GRATES AND FRAMES TO BE INSTALLED INTO (E) SUMPS	1/SP1.6
GD	GUTTER DROPOUT COVERS	(N) CYCOLAC GRATES AND FRAMES TO BE INSTALLED TO MATCH (E)	4/SP1.7
FR	FLOOR RETURN INLET	(N) STA-RITE ADJUSTABLE FLOOR RETURN CAP TO BE INSTALLED INTO (E) HOUSING. NOTE: COLOR TO MATCH EXISTING, INLETS WITHIN LANE LINES ARE BLACK AND INLETS OUTSIDE OF LANE LINES ARE WHITE.	11/SP1.5

- POOL LAYOUT PLAN GENERAL NOTES:
- POOL FINISH PER FINISH SCHEDULE.
 - PLAN IS TO BE USED IN CONJUNCTION WITH THE POOL STRUCTURAL PLANS, POOL PIPING PLAN AND POOL ELECTRICAL PLANS. REFER TO THOSE DRAWINGS & DETAILS FOR INFORMATION NOT SHOWN ON THIS PLAN.
 - ALL DIMENSIONS SHALL BE VERIFIED PRIOR TO START OF WORK. ANY DISCREPANCIES SHALL BE REPORTED TO THE ENGINEER.
 - OVERALL DIMENSIONS SHOWN ARE FROM INSIDE FINISH OF WALLS & FLOORS.
 - FEATURES OR EQUIPMENT DIMENSIONS SHOWN ARE FROM CENTER TO CENTER.
 - DEPTH MARKERS AND WARNING SIGNS ARE SHOWN IN APPROXIMATE LOCATIONS. DEPTH MARKERS AND WARNING SIGNS MAY NOT EXCEED 25'-0" APART PER LOCAL CODE. NO DIVING WARNING SIGNAGE ONLY REQUIRED WHEN POOL DEPTH IS LESS THAN 6 FEET.
 - LIFEGUARD EQUIPMENT SHALL BE PROVIDED AS REQUIRED AS NOTED ON THE DRAWINGS.
 - ALL METAL COMPONENTS TO BE BONDED & GROUNDED PER C.E.C.
 - ALL APPLICABLE STATE AND LOCAL LAWS AND CODES SHALL BE FOLLOWED.

SWIMMING POOL CERTIFICATION:
THE CONTRACTOR SHALL PROVIDE THE SERVICES OF A REGISTERED ENGINEER OR LAND SURVEYOR WHO SHALL MEASURE AND CERTIFY THE ELEVATIONS OF THE GUTTER LIP AT 10 FOOT CENTERS AS WELL AS THE LENGTH OF EACH LANE FOR EACH POSSIBLE RACING COURSE. COURSE LENGTH SURVEY MUST BE MADE WITH THE POOL FILLED WITH WATER BETWEEN 78 AND 82 DEGREES FAHRENHEIT. FORMS FOR THE LANE MEASUREMENTS ARE AVAILABLE FROM USA SWIMMING AND MUST BE SUBMITTED TO USA SWIMMING BY THE CONTRACTOR.



SWIMMING POOL LAYOUT PLAN

REDWOOD HIGH SCHOOL
POOL REPLASTERING & DECK REPLACEMENT - INCREMENT #1
395 DOHERTY DRIVE
LARKSPUR, CALIFORNIA 94039

REV	DATE	DESCRIPTION
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CONSTRUCTION DOCUMENTS



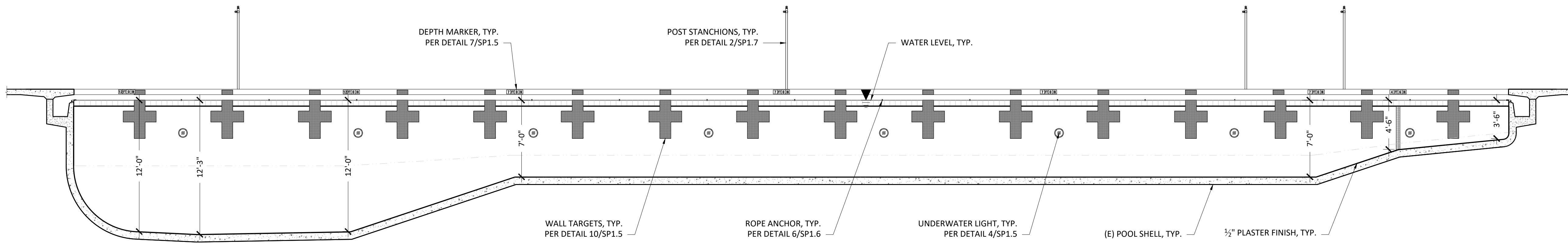
DSA NO:	
PROJECT NO:	059.2301
SCALE:	AS NOTED
DATE:	JUNE 03, 2024
DRAWN:	R. DINELLI
REVIEWED:	D. STRINGER
APPROVED:	B. ROGERS

SP1.0



SWIMMING POOL LAYOUT PLAN
3/16" = 1'-0"

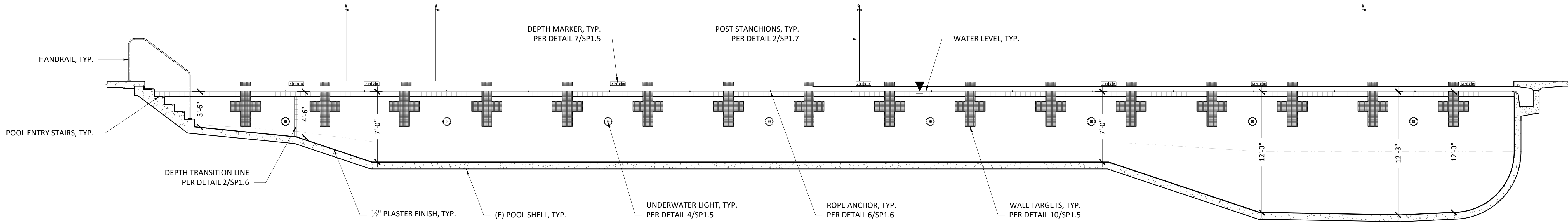
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SWIMMING POOL SECTION

3/16" = 1'-0"

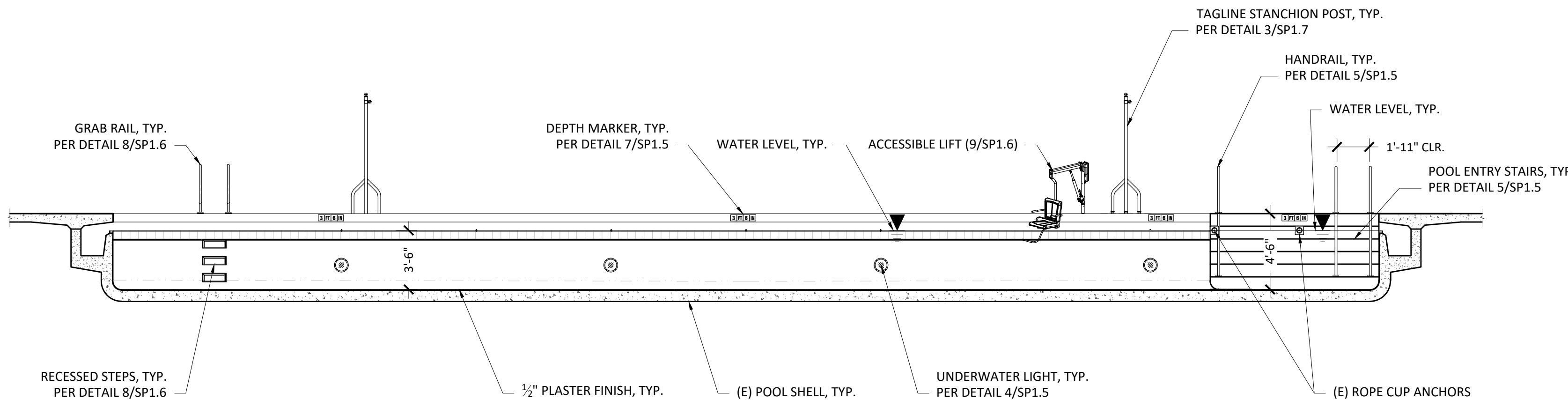
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SWIMMING POOL SECTION

3/16" = 1'-0"

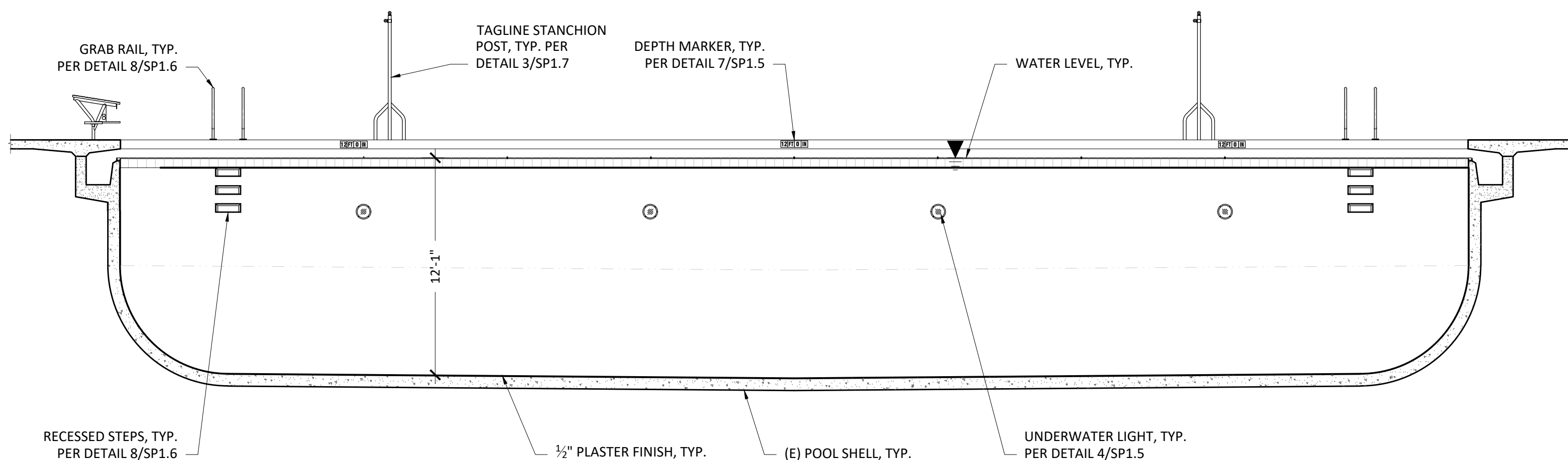
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SWIMMING POOL SECTION

3/16" = 1'-0"

3



SWIMMING POOL SECTION

3/16" = 1'-0"

4



Design | Engineering

ROGERS STRINGER MCCLELLAND

1981 N. BROADWAY, SUITE 202
WALNUT CREEK, CA 94596
PH. (925) 464-4600

www.rsm-de.com

SWIMMING POOL SECTIONS

REDWOOD HIGH SCHOOL
POOL REPLASTERING & DECK REPLACEMENT - INCREMENT #1
395 DOHERTY DRIVE
LARKSPUR, CALIFORNIA 94939

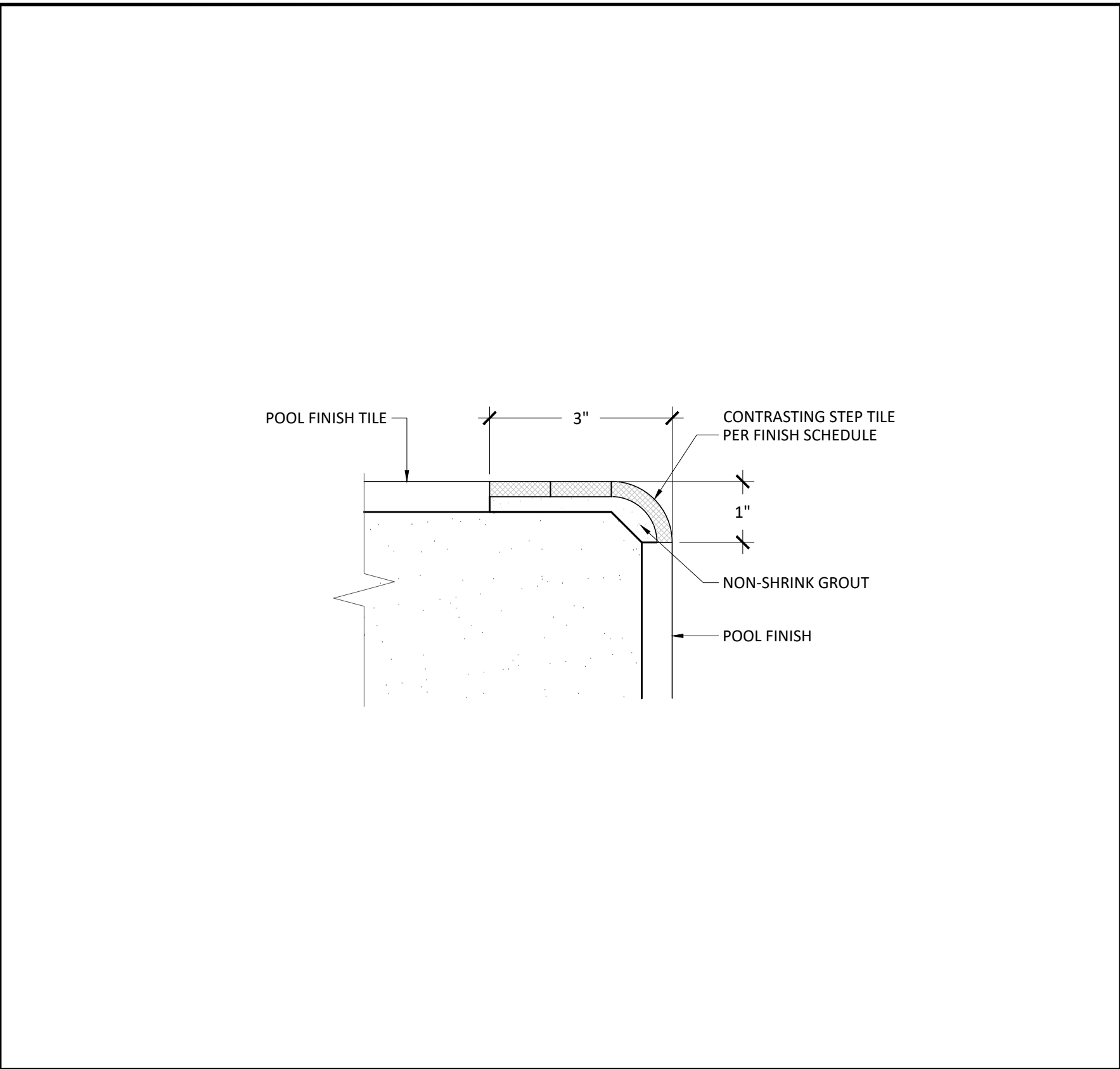
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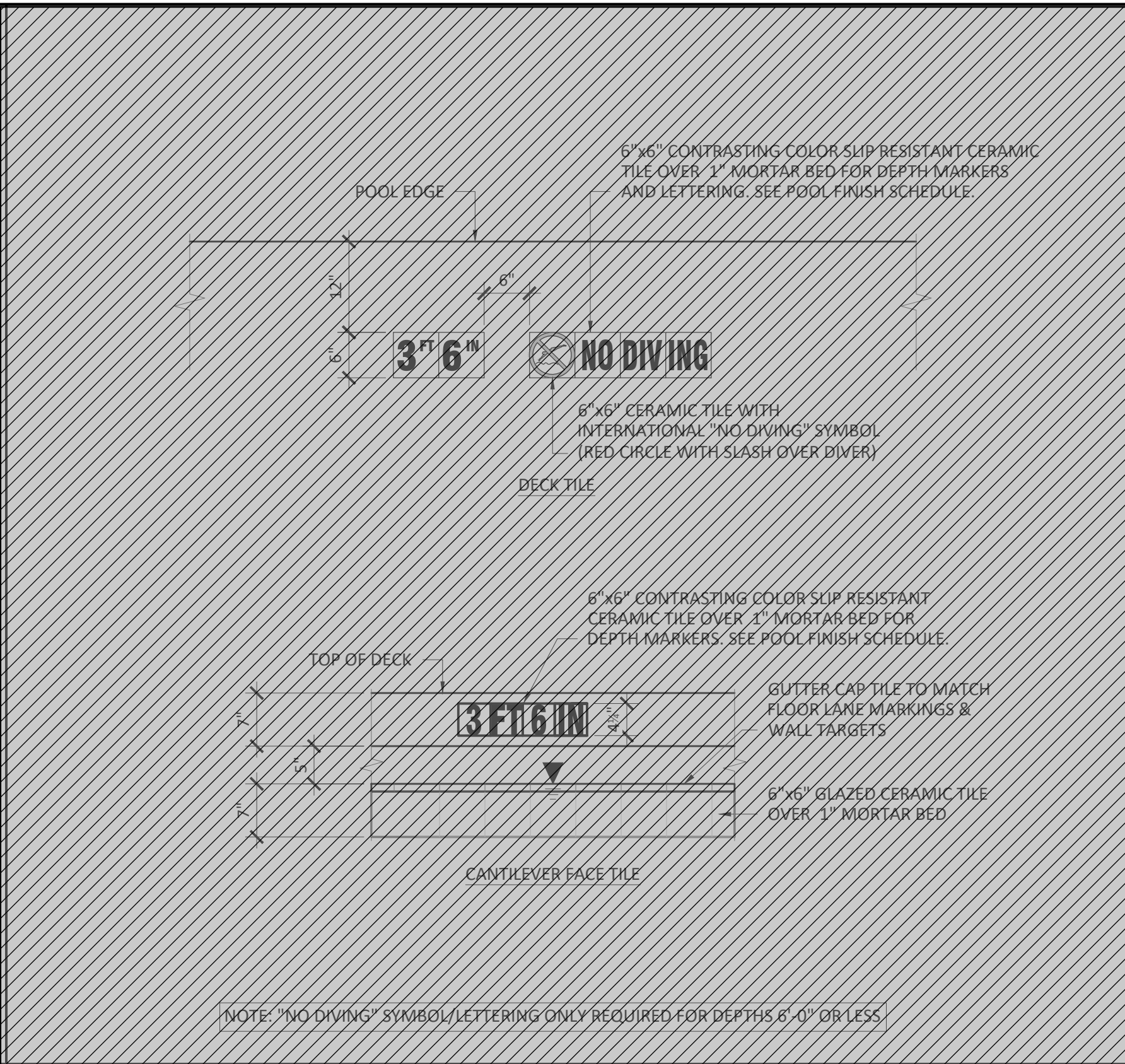


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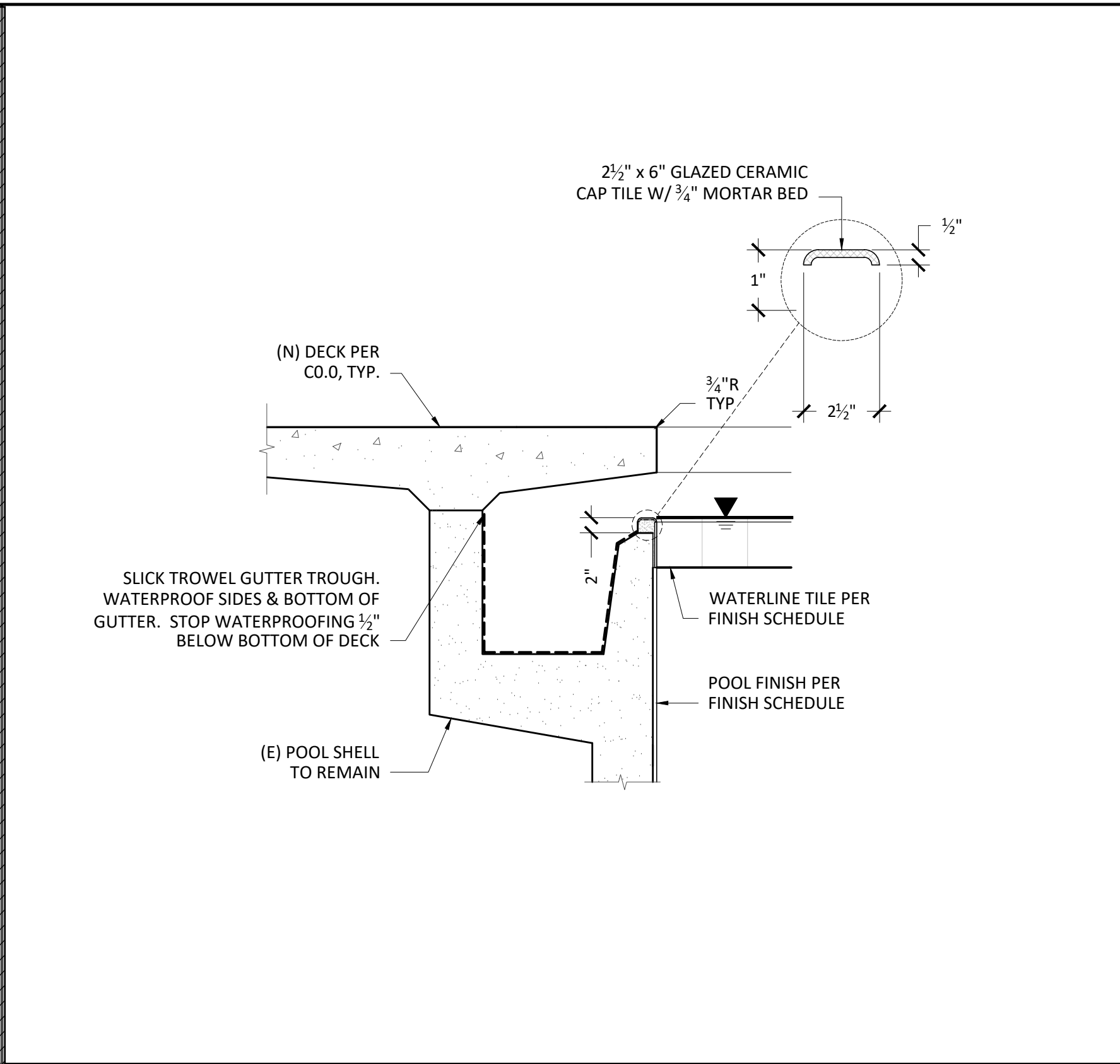
SP1.4



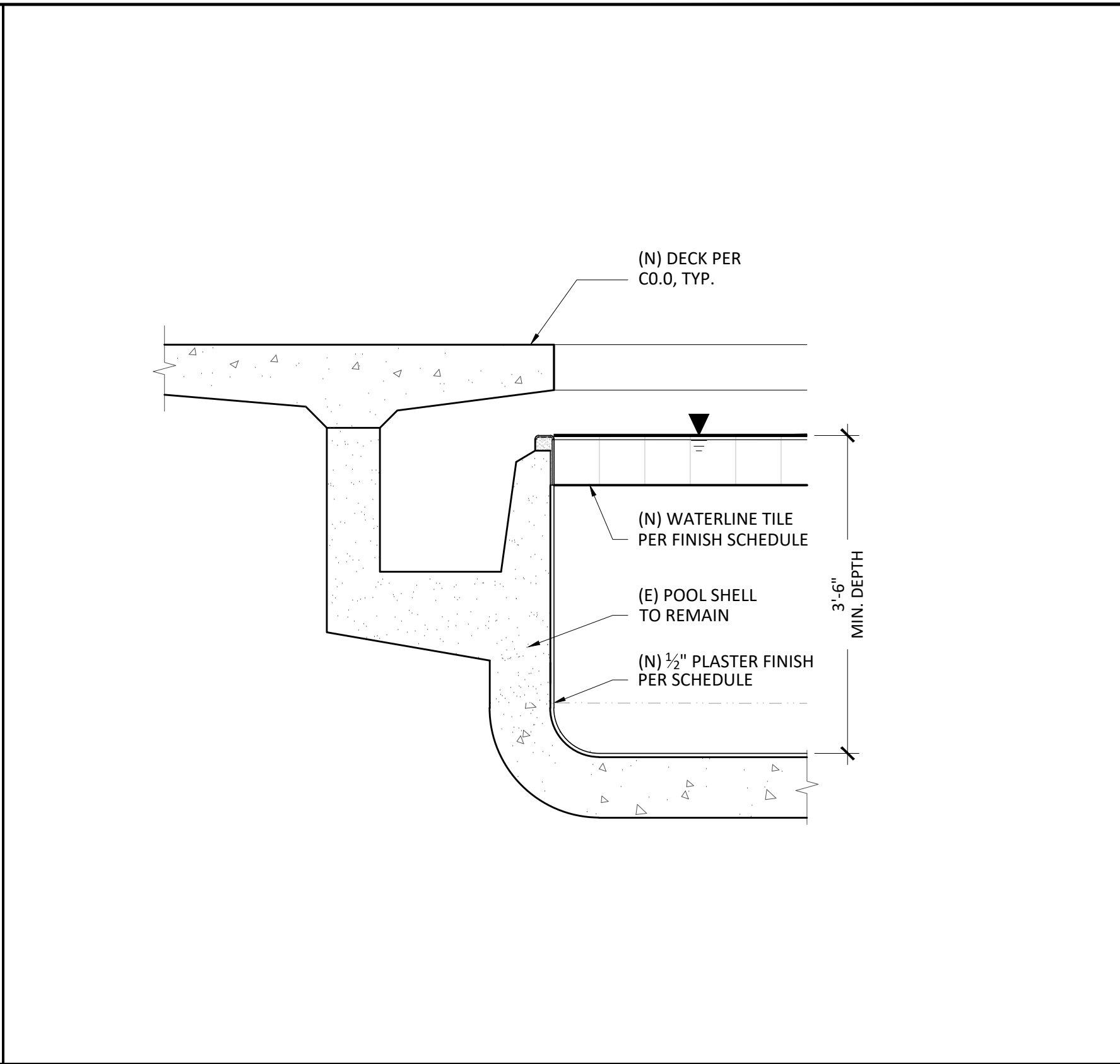
CONTRASTING NOSING 6" = 1'-0"	9
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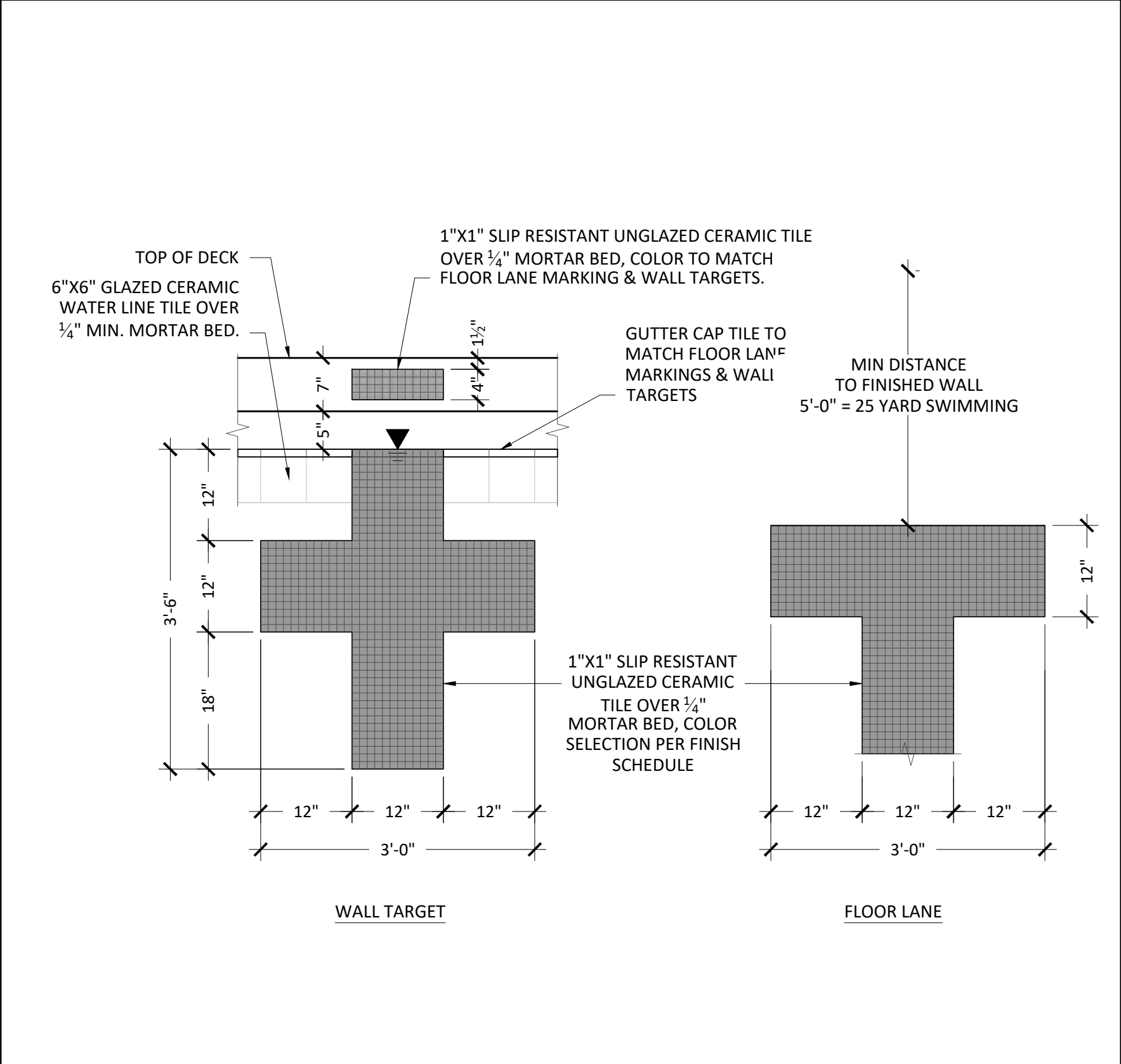
POOL DEPTH MARKER LOCATION $3/4" = 1'-0"$		
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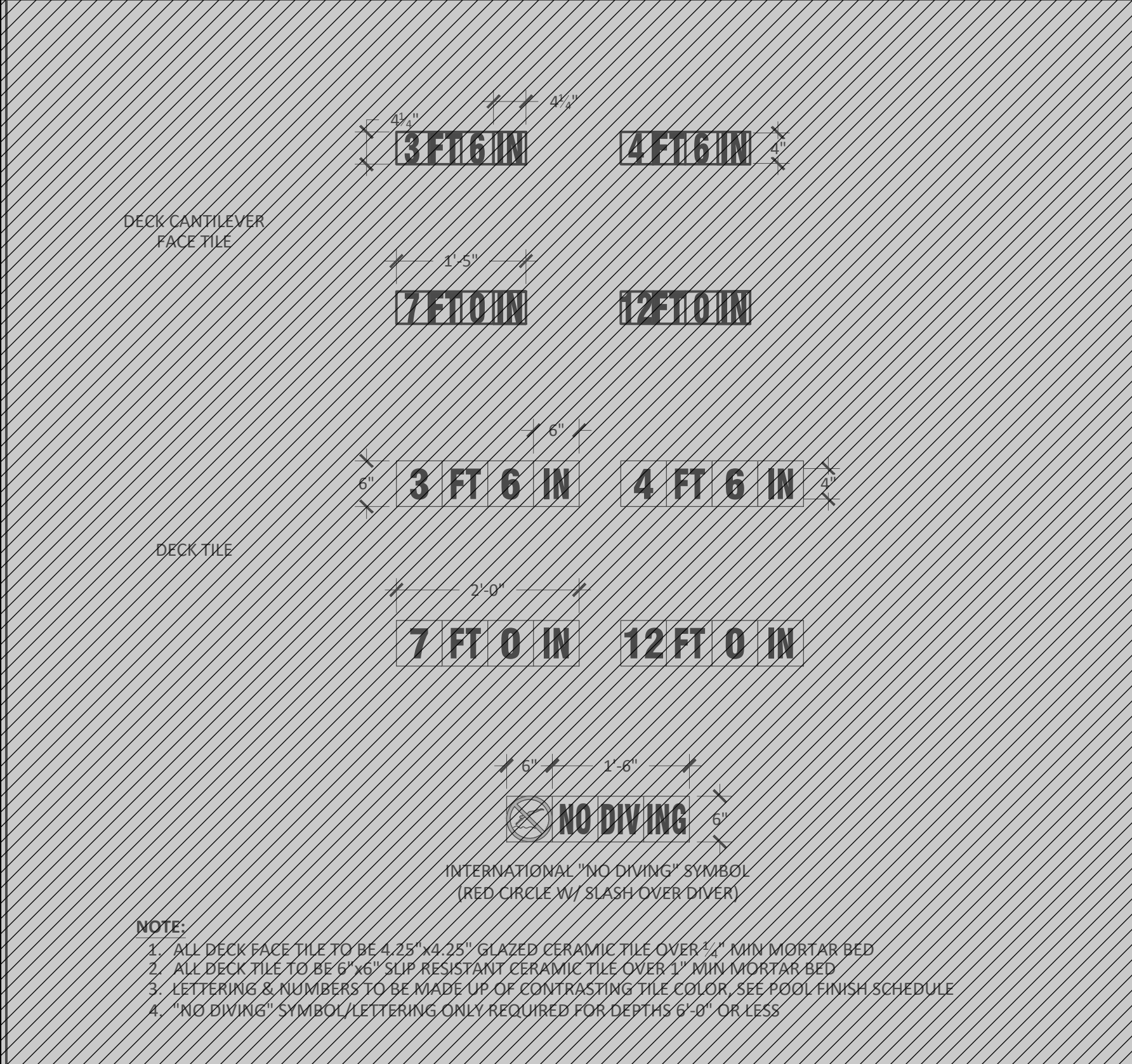
POOL RECESSED GUTTER 3/4" = 1'-0"	3
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SHALLOW END WALL 3/4" = 1'-0"		1
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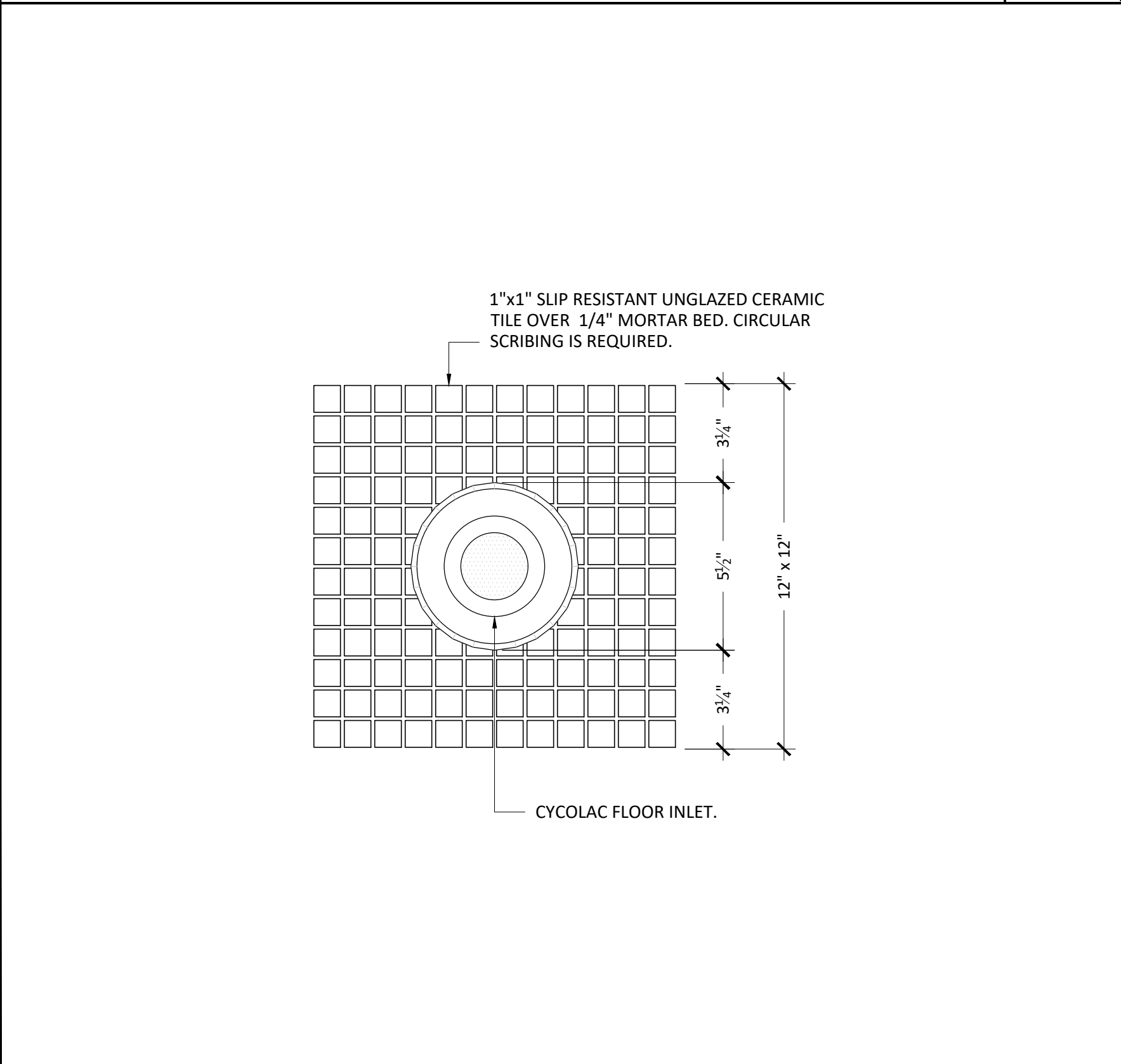
FLOOR LANE MARKERS & WALL TARGETS 10



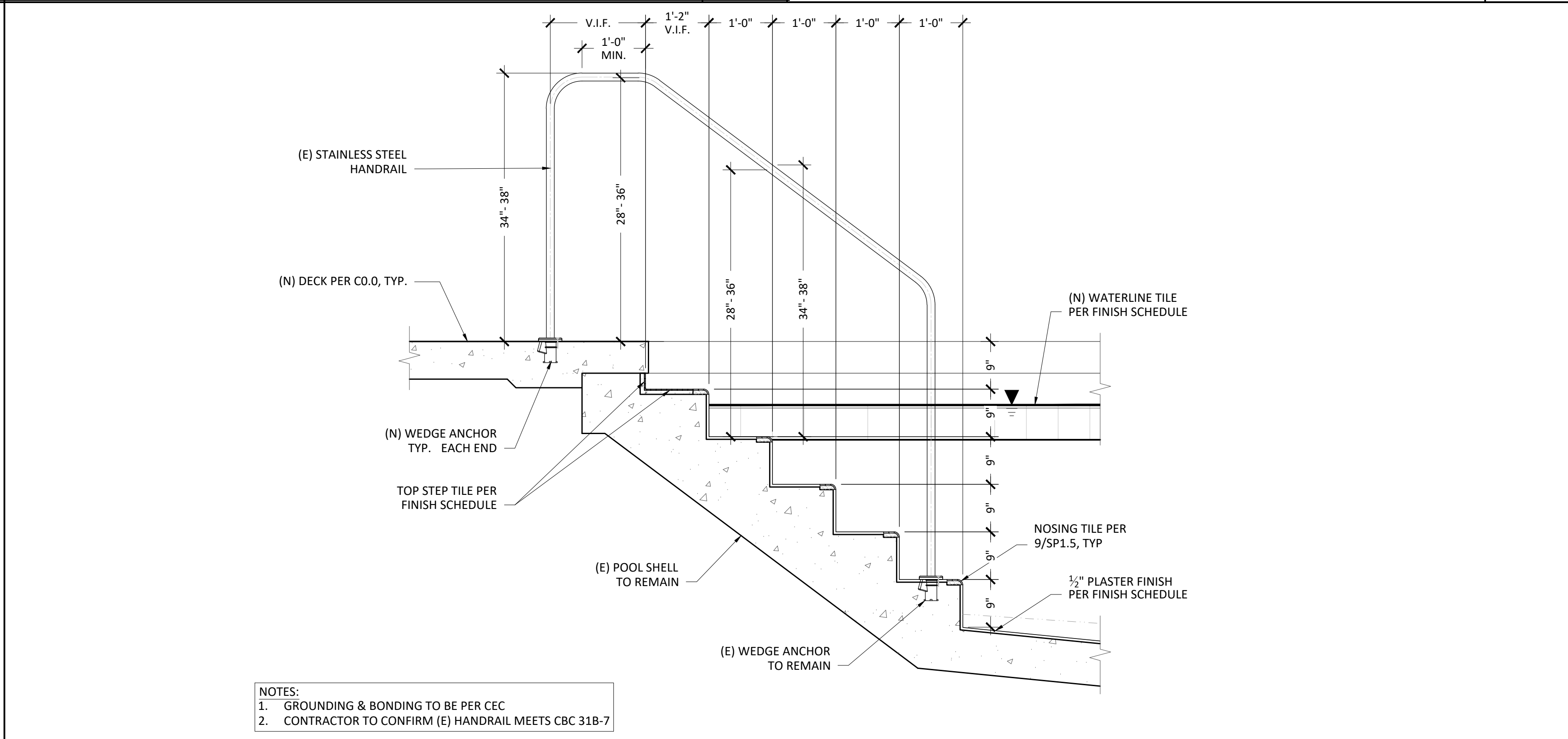
		DEPTH MARKER TILE	
		3/4" x 1'-0"	



	UNDERWATER LIGHT 3/4" = 1'-0"	4
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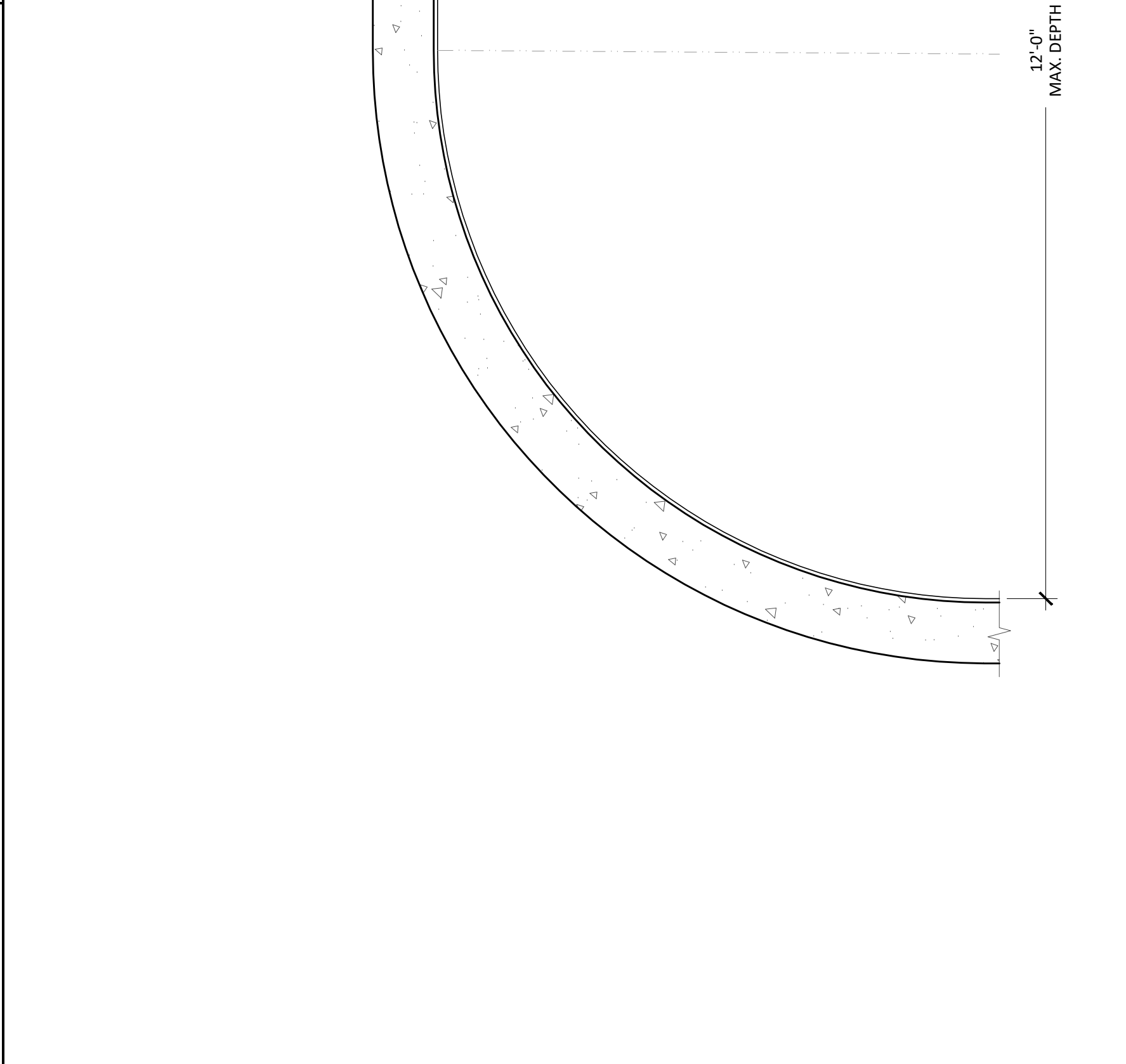


	FLOOR INLET TILE 3/4" = 1'-0"	11
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POOL ENTRY STAIRS 3/4" = 1'-0"	5
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POOL ENTRY STAIRS	5
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	DEEP END WALL 3/4" = 1'-0"	2
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ROGERS STRINGER MCCLELLAND
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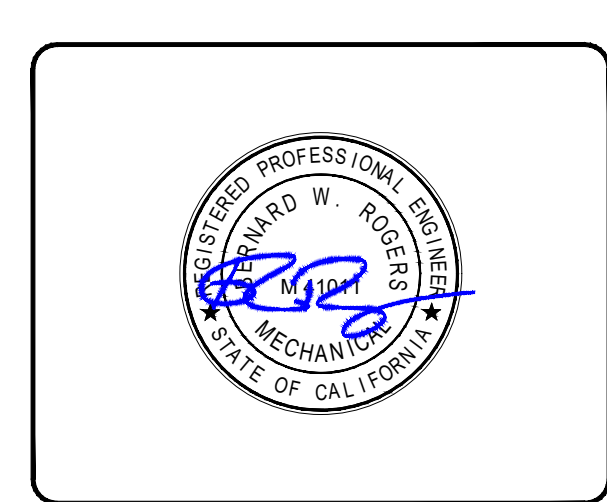
www.rsm-de.com

SWIMMING POOL FINISH DETAILS

REDWOOD HIGH SCHOOL
POOL REPLASTERING & DECK REPLACEMENT - INCREMENT #1
395 DOHERTY DRIVE
LARKSPUR, CALIFORNIA 94939

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PROJECT NO:	059.2301
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SCALE: AS NOTED

DATE: JUNE 03, 2024

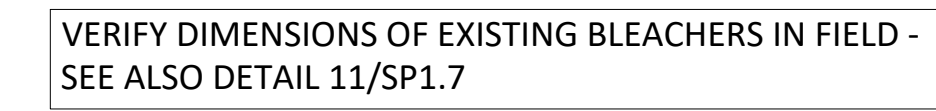
DRAWN:

	R. DINELLI
REVIEWED:	D. STRINGER

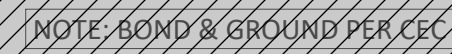
D. STRINGER
APPROVED: B. ROGERS

CD1 5

SP 1.5



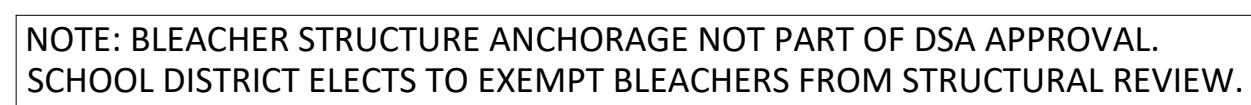
(E) BLEACHER SIDE VIEW ELEVATION WITH GUARDRAIL



TAGLINE STANCHION



WEDGE ANCHOR
3" = 1'-0"



(E) BLEACHER SIDE VIEW ELEVATION
3/4"=1'-0"



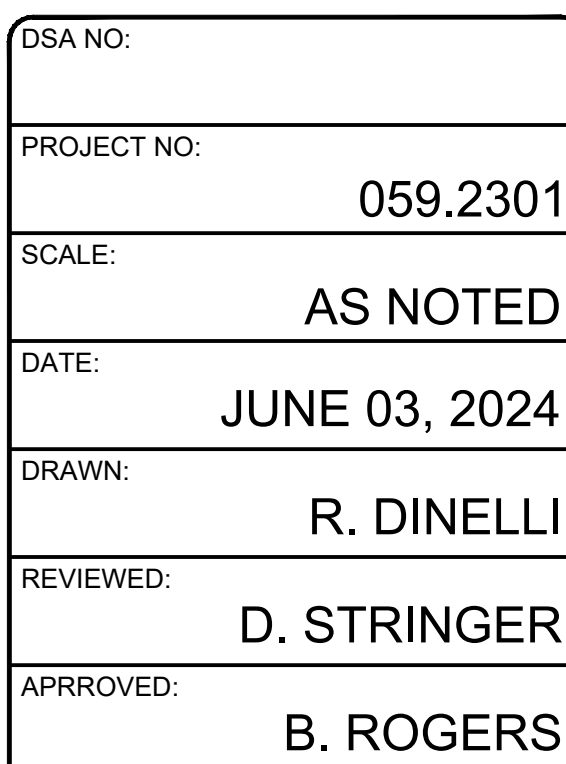
1-METER DIVE STAND $1\frac{1}{2}''=1'-0''$



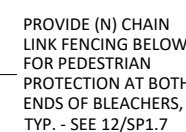
STANCHION POST & ANCHOR
1" = 1'-0"

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CONSTRUCTION DOCUMENTS



SP1.7



(E) BLEACHER PLAN VIEW
3/8" = 1'-0"