



June 10, 2026

BID ADDENDUM NO. 1
Tracy USD – Poet Elementary School - Exterior Painting
Tracy Unified School District

1. **MANDATORY PRE-BID CONFERENCE:** Mandatory Pre-Bid Conference is rescheduled from Friday, June 12, 2026, 10:00 am to Friday, June 12, 2026, 12:30 pm at Poet ES, 1701 S. Central Avenue, Tracy, CA. 95376
2. **BID FORM AND PROPOSAL:** Revised forms attached
3. **BID WALK QUESTIONS/ANSWERS FOR ALL SITES:**
 - Working hours will be after 7:00 am to 7:00 pm, alternative hours can be approved by district as needed per site
 - Lead testing report – District has confirmed not lead on site
 - Vegetation near buildings – contractor will be required to use drop cloths to protect plants and shield while painting buildings.
 - Protect/mask all signage
 - Doors Signage/stickers: Remove and replace with new
 - Stencil identification: Contractor provide stencil and re-stencil numbers/letters on Building and Doors
 - Contractors to start painting at Multipurpose building (MPR) first and front facing exterior buildings, working toward interior school campus buildings.
 - Insurance Requirements attached
 - Contingency of \$10,000 for repairs. District to verify before work can take place.
 - All Primer and Paint will be provided by district. All other materials, consumable, etc. will be provided by contractor
 - No benches/sitting spaces will be painted
 - No Ornamental Fencing will be painted
4. **CONTRACT AGREEMENT:** Document attached
5. **PERFORMANCE AND PAYMENT BONDS:** Documents attached
6. **INSURANCE REQUIREMENTS:** Document attached
7. **POET ELEMANTARY SCHOOL SITE MAP:** Document attached
8. **DESIGNATED SUBCONTRACTORS LIST:** Document Attached
9. **IRAN ACT CONTRACTOR CERTIFICATE:** Form Deleted

* * * END OF ADDENDUM * * *

BID FORM AND PROPOSAL

To: Governing Board of the Tracy Unified 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. _____, for the following project known as:

Poet Elementary School - Exterior Painting, Contract 2026/27-007

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

BASE BID: \$ _____

CONTINGENCY: \$ _____

ADD Alt. BID (if applicable): \$ _____

TOAL BID: \$ _____

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Additional Detail Regarding Calculation of Base Bid

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 **B and /or C33** 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 familiar with and capable of complying with applicable federal, State, and local requirements relating to COVID-19 or other public health emergency/epidemic/pandemic including, if required, preparing, posting, and implementing a Social Distancing Protocol.
15. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Gov. Code, § 12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.
16. The undersigned Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the Contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents and registered as a public works contractor with the Department of Industrial Relations. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.

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

Dated this _____ day of _____ 20 ____

Name of Bidder: _____

Type of Organization: _____

Signature: _____

Print Name: _____

Title: _____

Address of Bidder: _____

Taxpayer 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

AGREEMENT

THIS AGREEMENT IS MADE AND ENTERED INTO THIS _____ DAY OF _____
_____, 20____, by and between the Tracy Unified School District ("District") and _____
_____ ("Contractor") ("Agreement").

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

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

Poet Elementary School – Exterior Painting, Contract 2026/27-007

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

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

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

4. **Time for Completion:** It is hereby understood and agreed that the Work under this Contract shall be completed within **Thirty (30)** consecutive calendar days ("Contract Time") from the date specified for Contractor to mobilize.
5. **Completion - Extension of Time:** Should the Contractor fail to complete this Contract, and the Work provided herein, within the time fixed for completion, due allowance being made for the contingencies provided for herein, the Contractor shall become liable to the District for all loss and damage that the District may suffer on account thereof. The Contractor shall coordinate its Work with the Work of all other contractors. The District shall not be liable for delays resulting from Contractor's failure to coordinate its Work with other contractors in a manner that will allow timely completion of Contractor's Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the Work of other contractors.
6. **Liquidated Damages:** Time is of the essence for all work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Contractor's delay; therefore, Contractor agrees that it shall pay to the District the sum of **Five Hundred dollars (\$500.00)** per day as liquidated damages for each and every day's delay beyond the time herein prescribed in completion of the Work.

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

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

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

7. **Loss Or Damage:** The District and its agents and authorized representatives shall not in any way or manner be answerable or suffer loss, damage, expense, or liability for any loss or damage that may happen to the Work, or any part thereof, or in or about the same during its construction and before acceptance, and the Contractor shall assume all liabilities of every kind or nature arising from the Work, either by accident, negligence, theft, vandalism, or any cause whatsoever; and shall hold the District and its agents and authorized representatives harmless from all liability of every kind and nature arising from accident, negligence, or any cause whatsoever.
8. **Limitation Of District Liability:** District's financial obligations under this Contract shall be limited to the payment of the compensation provided in this Contract. Notwithstanding any other provision of this Contract, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, lost bonding capacity, arising out of or in connection with this Contract for the services performed in connection with this Contract.

9. **Insurance and Bonds:** Prior to issuance of the Notice to Proceed by the District, Contractor shall provide all required certificates of insurance, insurance endorsements, and payment and performance bonds as evidence thereof.
10. **Prosecution of Work:** If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this Contract, the District, may, pursuant to the General Conditions and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.
11. **Authority of Architect, Project Inspector, and DSA:** Contractor hereby acknowledges that the Architect(s), the Project Inspector(s), and the Division of the State Architect ("DSA") have authority to approve and/or suspend Work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws and regulations. The Contractor shall be liable for any delay caused by its non-compliant Work.
12. **Assignment of Contract:** Neither the Contract, nor any part thereof, nor any moneys due or to become due thereunder, may be assigned by the Contractor without the prior written approval of the District, nor without the written consent of the Surety on the Contractor's Performance Bond (the "Surety"), unless the Surety has waived in writing its right to notice of assignment.
13. **Classification of Contractor's License:** Contractor hereby acknowledges that it currently holds valid Type **B and/or C33** Contractor's license(s) issued by the State of California, Contractors' State License Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.
14. **Registration as Public Works Contractor:** The Contractor and all Subcontractors currently are registered as public works contractors with the Department of Industrial Relations, State of California, in accordance with Labor Code section 1771.1.
15. **Payment of Prevailing Wages:** The Contractor and all Subcontractors shall pay all workers on all Work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code.
16. **Labor Compliance Monitoring and Enforcement:** This Project is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations pursuant to Labor Code section 1771.4 and Title 8 of the California Code of Regulations. Contractor specifically acknowledges and understands that it shall perform the Work of this Agreement while complying with all the applicable provisions of Division 2, Part 7, Chapter 1, of the Labor Code, including, without limitation, the requirement that the Contractor and all of its Subcontractors shall timely submit complete and accurate electronic certified payroll records as required by the Contract Documents, or the District may not issue payment.

- 17. Contract Price:** In consideration of the foregoing covenants, promises, and agreements on the part of the Contractor, and the strict and literal fulfillment of each and every covenant, promise, and agreement, and as compensation agreed upon for the Work and construction, erection, and completion as aforesaid, the District covenants, promises, and agrees that it will well and truly pay and cause to be paid to the Contractor in full, and as the full Contract Price and compensation for construction, erection, and completion of the Work hereinabove agreed to be performed by the Contractor, the following price:

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

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

- 18. No Representations:** No representations have been made other than as set forth in writing in the Contract Documents, including this Agreement. Each of the Parties to this Agreement warrants that it has carefully read and understood the terms and conditions of this Agreement and all Contract Documents, and that it has not relied upon the representations or advice of any other Party or any attorney not its own.
- 19. Entire Agreement:** The Contract Documents, including this Agreement, set forth the entire agreement between the parties hereto and fully supersede any and all prior agreements, understandings, written or oral, between the parties hereto pertaining to the subject matter thereof.
- 20. Severability:** If any term, covenant, condition, or provision in any of the Contract Documents is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions in the Contract Documents shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.
- 21. Authority of Signatories:** Each party has the full power and authority to enter into and perform this Contract, and the person signing this Contract on behalf of each party has been properly authorized and empowered to enter into this Contract. This Contract may be executed in one or more counterparts, each of which shall be deemed an original. For this Agreement, and for all Contract Documents requiring a signature, a facsimile or electronic signature shall be deemed to be the equivalent of the actual original signature. All counterparts so executed shall constitute one Contract binding all the Parties hereto.

[SIGNATURES ON FOLLOWING PAGE]

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

[CONTRACTOR NAME]

TRACY UNIFIED SCHOOL DISTRICT

By: _____

By: _____

Title: _____

Title: _____

NOTE: If the party executing this Contract is a corporation, a certified copy of the by-laws, or of the resolution of the Board of Directors, authorizing the officers of said corporation to execute the Contract and the bonds required thereby must be attached hereto.

END OF DOCUMENT

PERFORMANCE BOND
(100% of Contract Price)

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

KNOW ALL PERSONS BY THESE PRESENTS:

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

Poet Elementary School – Exterior Painting, Contract 2026/27-007

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

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

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

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

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

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

The condition of the obligation is such that, if the above bound Principal, its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the Contract and any alteration thereof made as therein provided, on its part to be kept and performed at the time and in the intent and meaning, including all contractual guarantees and warranties of materials and workmanship,

and shall indemnify and save harmless the District, its trustees, officers and agents, as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and virtue.

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

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

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

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

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

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

END OF DOCUMENT

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

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

KNOW ALL PERSONS BY THESE PRESENTS:

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

Poet Elementary School – Exterior Painting, Contract 2026/27-007

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

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

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

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

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

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

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

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

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

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

END OF DOCUMENT

CONTRACTOR INSURANCE REQUIREMENTS

The contractor shall not commence work under Contract until all insurance required under this paragraph has been provided, and such insurance has been approved by the District. Further, the contractor shall not allow any subcontractor to commence work on their subcontract until all similar insurance required of the subcontractor has been provided to the Contractor.

Evidence of insurance in the form of a Certificate of Insurance naming the District, the Architect, Construction Manager, Consultants and their officers, agents, trustees and employees, as additional insured, providing 30 days' notice of cancellation, shall be provided prior to commencement of work.

The Contractor's policies shall be enforced to preclude cancellation or reduction in coverage of any policy unless each of the additional insured shall have been given not less than thirty (30) days period notice thereof. Such insurance shall be carried with financially responsible insurance companies, licensed in the State of California and approved by the District, and shall be kept in force until the Contractor's work is accepted by the District.

1. Comprehensive General Liability Insurance. Without limiting Contractor's indemnification duties, it is agreed that Contractor shall maintain in force at all time during the performance of this Agreement the policies of insurance hereinafter described. Contractor shall secure and maintain in force during the term of the Agreement a comprehensive General Liability policy including broadform property damage and automobile liability insurance, with combined single limits as stated below. The District, agents and representatives, shall be named as additional insured on the policies by endorsements that shall be attached to the Agreement as proof of insurance.

Written notification by the carrier to the District at least thirty (30) days prior to cancellation, failure to renew, or other termination, is required.

Insurance afforded under the Contractor's policy shall be primary and any insurance maintained by the District shall apply, if required by law, in excess of, and not contributory with, insurance required under the terms of this Agreement.

Contractor will, at its own expense, maintain coverage in conformance with above requirements. Certificates of insurance evidence the existence of coverage shall be filed with the District prior to commencement of work and no later than ten (10) calendar days after the Notice of Award (NOA) date.

2. Worker's Compensation. Contractor shall maintain a policy of workers' compensation insurance as required by Labor Code sections 3200 *et seq.* A certificate evidencing this coverage shall be filed with the District prior to the commencement of work under this Agreement. Notification by the carrier to the District at least thirty (30) days prior to cancellation, failure to renew, or other termination is required.

3. Builder's Risk "All-Risk" Insurance. Unless otherwise provided for specific projects, prior to commencement of work, Contractor shall submit certificates evidencing that it has obtained for the period of the Contract Builders' Risk "All-Risk" Completed Value insurance coverage upon the entire Project which is the subject of this Contract, including work completed or in progress.
4. Additional Policies. Contractor shall be responsible for the Project from the date that work commences until final acceptance of the Project by the District. Therefore, Contractor, not the District, shall assume all risks for death, personal injury, or property damage from all causes, including but not limited to, vandalism or other "Acts of God." Contractor shall not, however, be responsible for any death, injury or property damage caused solely by the District. Contractor may purchase, at Contractor's sole expense, any insurance policies desired to cover this risk.
5. Professional Liability (Errors & Omissions). Where engineering design, design assist, design-build services are included, vendors shall provide Professional Liability coverage not less than \$1,000,000.
6. Minimum Coverage Amounts. The insurance required shall be written for not less than the following limits, or greater if required by law.

Worker's Compensation

- a) State: Statutory Amount (minimum) \$1,000,000.00
- b) Employer's Liability: Statutory Amount (minimum) \$2,000,000.00

General Liability – Limits may vary by project size. *(including Premises - Operations; Independent Contractors' Protective; Products and Completed Operations; Broad Form Property Damage)*

- a) Bodily Injury (each occurrence) \$1,000,000.00
- b) Property Damages (each occurrence) \$1,000,000.00
- c) Product and Completed Insurance (aggregate) \$2,000,000.00
(Some projects may require that coverage be maintained for minimum period of three (3) years after final payment and the Contractor shall continue to provide evidence of such coverage to Owner on an annual basis during the aforementioned period.)
- d) Property Damage Liability Insurance shall provide X (explosion), C (collapse) and U (underground) coverage (explosions may be optional on some projects.)
- e) Contractual Liability (Hold Harmless Coverage)

- | | |
|--|----------------|
| Bodily Injury (each occurrence) | \$1,000,000.00 |
| Property Damages (each occurrence) | \$1,000,000.00 |
| Personal Injury (aggregate)
(with Employment Exclusion deleted) | \$1,000,000.00 |
- f) If the General Liability policy includes a General Aggregate, such General Aggregate shall be no less than \$2,000,00.00 (\$1,000,000.00 for work valued at \$500,000.00, or less.)
- g) Umbrella / Excess Liability Coverage (over primary insurance):
- \$2,000,000.00 for projects up to \$5,000,000.00
\$4,000,000.00 for projects between \$5,000,000 - \$10,000,000
\$5,000,000.00 for projects over \$10,000,000.00.
- h) Automobile Liability (owned and non-owned, hired) Combined Single Limit \$1,000,000.00
- i) Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the District. At the option of the District, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its officers, officials, employees, consultants, agents and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses. Either option shall be implemented at the Contractor's expense. No deductible or self-insurance retentions shall exceed \$50,000.00.

INDEMNIFICATION AGAINST LIABILITY Notwithstanding any representation set forth in the contract documents, Contractor agrees to indemnify, defend and save harmless the District, its Governing Board, Construction Manager, Architect related entities and divisions, officers, agents and employees from and against any and all claims, demands, losses, defense costs, or liabilities of any kind or nature which they may sustain or incur or which may be imposed upon them for injury to or death of persons, damage to property, or delay or damage to another contractor, or for attorneys fees incurred in defending or prosecuting suits to enforce laws relating to public works contracts, resulting or arising out of, or in any manner connected with Contractor or Contractor's agents, employees or subcontractors' performance or failure to perform under the terms of the Contract Documents, excepting only liability arising out of the sole negligence or willful misconduct of the indemnity. The parties stipulate that any such claims, demands, losses, defense costs, or liabilities would be above, beyond, and entirely separate from, those damages which would be liquidated pursuant to the provisions of the contract.

END OF DOCUMENT

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

PROJECT: **TRACY USD – Poet ES Exterior Painting 2026/27-007**

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

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

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

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

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Date: _____

Proper Name of Bidder: _____

Signature: _____

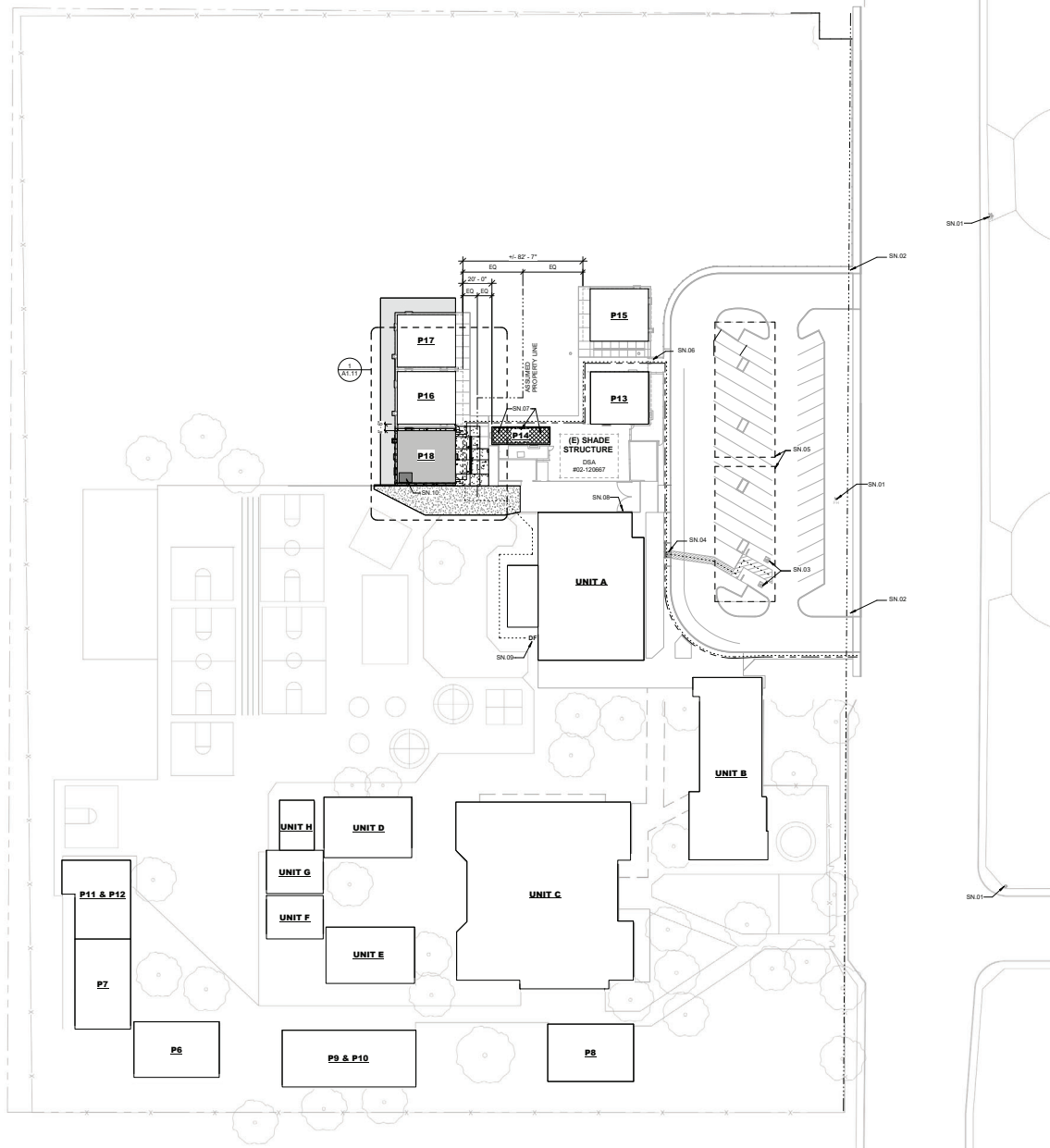
Print Name: _____

Title: _____

END OF DOCUMENT

Approved: Doc: 7/19/16 06:09 TUSD BOYS & GIRLS CLUB MODULAR CLASSROOMS AT VANDERBILT BYTES 8/23/16 05:05 A.TUSD POET CHRISTIAN SITE V4
8/23/16 12:58:17 AM

TRACY
UNIFIED SCHOOL DISTRICT
ARCHITECTURAL SERVICES
3595006000



LEGEND

PROPERTY LINE

NEW BUILDING

EXISTING BUILDING

EXISTING FIRE HYDRANT

CONCRETE WALK / PAVING (FOR REFERENCE ONLY, SEE CIVIL)

ASPHALT CONCRETE PAVING (FOR REFERENCE ONLY, SEE CIVIL)

(E) CHAIN LINK FENCE

(N) CHAIN LINK FENCE

(E) ORNAMENTAL FENCE

PATH OF TRAVEL

PATH OF EGRESS

(E) ACCESSIBLE RESTROOM

(N) ACCESSIBLE RESTROOMS

BUILDING DESIGNATIONS

BUILDING MARK	BUILDING NAME	CSA APPLICATION NUMBER
P1	CLASSROOMS	#802-100499
P2	CLASSROOMS	#802-100499
P3 & P10	CLASSROOMS	#802-101201
P4 & P11	CLASSROOMS	#802-101201
P13	CLASSROOMS	#802-120897
P14	RESTROOMS	#802-120897
P15	CLASSROOMS	#802-121106
P16	CLASSROOMS	#802-122977
P17	CLASSROOMS	#802-122977
P18	BOYS AND GIRLS CLUB	THIS APPLICATION
UNIT A	MIXED PURPOSE	#82007-802-116577
UNIT B	ADMIN & CLASSROOMS	#82007-802-116577
UNIT C	CLASSROOMS	#82007-802-116577
UNIT D	CLASSROOMS	#82007
UNIT E	CLASSROOMS	#82007
UNIT F	CLASSROOMS	#82007
UNIT G	CLASSROOMS	#82007
UNIT H	RESTROOMS	#82007

EXISTING ACCESSIBLE PARKING STALL CALCULATION

PARKING LOT A

TOTAL PARKING STALL COUNT: 47 STALLS

ACCESSIBLE PARKING STALLS PER TABLE 118-208.2: 2 (28-50 TOTAL STALLS)

REQUIRED ACCESSIBLE STALLS: 2 (28-50 TOTAL STALLS)

REQUIRED VAN ACCESSIBLE STALLS: 1 (0-4 ACCESSIBLE STALLS)

ACCESSIBLE STALLS PROVIDED: 1 STANDARD & 1 VAN

BUILDING CODE ANALYSIS

OCCUPANCY CLASSIFICATION (CBC 305):	E
CONSTRUCTION TYPE (TABLE 601):	VB
SPRINKLER SYSTEM (NFPA 13 903.2.1.4):	NO
ALLOWABLE STORIES (TABLE 504.4):	1
PROVIDED STORIES:	1
ALLOWABLE AREA (NLS TABLE 506.2):	9,500 SF
PROVIDED AREA:	1,450 SF BUILDING 346 SF COVERAGES 3,420 SF (P16 AND P17) 5,116 SF TOTAL
ALLOWABLE HEIGHT (TABLE 504.3):	40'-0"
PROVIDED HEIGHT:	14'-0"
FIRE ALARM TIED TO (E) CAMPUS SYSTEM (NFPA 720 CBC 907):	YES

EXISTING PATH OF TRAVEL (POT), ARCHITECT STATEMENT

DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE IN CHARGE STATEMENT: THE POT IDENTIFIED IN THESE CONSTRUCTION DOCUMENTS IS COMPLIANT WITH THE CURRENT APPLICABLE CALIFORNIA BUILDING CODE REQUIREMENTS FOR PATH OF TRAVEL.

REQUIREMENTS FOR ALTERATIONS, ADDITIONS AND STRUCTURAL REPAIRS: AS PART OF THE DESIGN OF THIS PROJECT, THE POT WAS EXAMINED AND ANY ELEMENTS, COMPONENTS OR PORTIONS OF THE POT THAT WERE DETERMINED TO BE NON-COMPLIANT:

1) HAVE BEEN IDENTIFIED AND

2) THE CORRECTIVE WORK NECESSARY TO BRING THEM INTO COMPLIANCE HAS BEEN INCLUDED WITHIN THE SCOPE OF THIS PROJECTS WORK THROUGH DETAILS, DRAWINGS, AND SPECIFICATIONS INCORPORATED INTO THESE CONSTRUCTION DOCUMENTS.

ANY NON-COMPLIANT ELEMENTS, COMPONENTS OR PORTIONS OF THE POT THAT WILL NOT BE CORRECTED BY THIS PROJECT BASED ON VALUATION THRESHOLD LIMITATIONS OR A FINDING OF UNREASONABLE HARDSHIP ARE SO INDICATED IN THESE CONSTRUCTION DOCUMENTS.

DURING CONSTRUCTION, IF THE POT ITEMS WITHIN THE SCOPE OF THE PROJECT REPRESENTED AS CBC COMPLIANT ARE FOUND TO BE NON-COMPLYING BEYOND REASONABLE CONSTRUCTION TOLERANCES, THEY SHALL BE BROUGHT TO COMPLIANCE WITH THE CBC AS PART OF THIS PROJECT BY MEANS OF A CONSTRUCTION CHANGE DOCUMENT.

PATH OF TRAVEL, TECHNICAL REQUIREMENTS FOR ACCESSIBLE ROUTE:

ACCESSIBLE PATH OF TRAVEL, AS INDICATED ON PLAN IS A BARRIER-FREE ACCESS ROUTE WITHOUT ANY RAMP SLOPE CHANGES EXCEEDING 1/2" IF REVEALED AT 1/2" MAXIMUM SLOPE OR VERTICAL CURVE SHALL NOT EXCEEDING 1/4" MAXIMUM AND AT LEAST 48" IN WIDTH. SURFACE IS STABLE, FIRM, AND SLIP-RESISTANT. CROSS SLOPE SHALL NOT BE STEEPER THAN 1/48" AND SLOPE IN THE DIRECTION OF TRAVEL SHALL NOT BE STEEPER THAN 1/20". ACCESSIBLE PATH OF TRAVEL SHALL BE MAINTAINED FREE OF OVERHANGING OBSTRUCTIONS TO 8" MINIMUM AND FREE OF OBJECTS PROTRUDING MORE THAN 4" FROM THE WALL, ABOVE 27" AND LESS THAN 8" ABOVE THE FLOOR. ARCHITECTS SHALL VERIFY THAT THERE ARE NO BARRIERS IN THE PATH OF TRAVEL.

AGENCY APPROVAL:

IDENTIFICATION STAMP
DIV. OF THE STATE ARCHITECT
APP: 02-123552 INC.
REVIEWED FOR:
35 0 PLS 0 ACS 0
DATE: 02/28/2025

TRACY
UNIFIED SCHOOL DISTRICT

HMC Architects
DESIGN FOR GOOD
3595006000
2101 CAPITOL AVENUE, SUITE 100
SACRAMENTO, CA 95816
916.439.7229 | www.hmcarchitects.com

ISSUE
3. DESCRIPTION
DATE

KEYNOTES

SN 01 (E) FIRE HYDRANT

SN 02 (E) TOWN ARMY SIGN PER CSA #122977

SN 03 (E) ACCESSIBLE PARKING PER CSA #802-120897

SN 04 (E) ACCESSIBLE CURB RAMP PER CSA #802-120897

SN 05 (E) SOLAR ARRAY STRUCTURE PER CSA #802-118908

SN 06 (E) ACCESSIBLE PEDESTRIAN GATE WITH PANELED HARDWARE PER CSA #802-120897

SN 07 (E) ACCESSIBLE BOYS, GIRLS, AND STAFF RESTROOMS PER CSA #802-120897

SN 08 (E) 12'-0" GATE WITH HX03 BOX

SN 09 (E) DRINKING FOUNTAIN PER CSA #802-122977

SN 10 (E) NEW UNISEX STUDENT RESTROOM PER THIS APPLICATION

SHEET NOTES

NEW PROJECTS ASSOCIATED WITH EXISTING UNCERTIFIED PROJECTS FOR THE FOLLOWING CSA #802-122977 - DRINKING FOUNTAIN AND P18

FACILITY:

POET CHRISTIAN ELEMENTARY SCHOOL
1701 S CENTRAL AVE.
TRACY, CA 95376

PROJECT:

POET CHRISTIAN ES- BOYS & GIRLS CLUB/ ELOP

SHEET NAME:

CAMPUS SITE PLAN & CODE INFORMATION

CONSTRUCTION DOCUMENTS

DATE: 8/30/25

CLIENT PROJ NO:

SHEET:

BID PACKAGE

G1.11

CAMPUS SITE PLAN & CODE INFORMATION

1/32" = 1'-0"

PLEASE RECYCLE