

Bid Documents for Synthetic Turf, Concrete, Asphalt and Ancillary Equipment for Routine and Deferred Maintenance

Piggyback No. 2



Wiseburn Unified School District

201 N. Douglas

El Segundo, California 90245

February 13, 2018

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WISEBURN UNIFIED SCHOOL DISTRICT

NOTICE TO CONTRACTORS CALLING FOR BIDS

**Please submit all questions related to this Bid to
Wiseburn Unified School District**

School District: Wiseburn Unified School District of Los Angeles County, CA. (Hereinafter "DISTRICT".)

Bid Deadline: BP #2- Not later than 10:00am, Friday, March 9, 2018.

Bid Opening: Bids shall be opened publicly and read aloud following the Bid Deadline stated above.

Place of Bid Opening: **DISTRICT OFFICE
201 N. Douglas
El Segundo, CA 90245
(310) 331-8102**

Project Identification Name: Synthetic Turf, Concrete, Asphalt and Ancillary Equipment for Routine and Deferred Maintenance
Wiseburn Unified School District
201 N. Douglas Street
El Segundo, CA

NOTICE IS HEREBY GIVEN that the DISTRICT, acting by and through its Governing Board, will receive up to, but not later than the above-stated time, sealed bids for the award of Contracts for the following bid packages of work to be performed:

| Bid Pkg. # | Scope of Work | License Required |
|-------------------|---|-------------------------|
| 2 | Synthetic Turf, Concrete, Asphalt and Ancillary Equipment | B & C15 |

All Bids shall be made and presented on forms furnished by the District. Bids shall be received in the place identified above, and shall be opened and publicly read aloud to the public in order of the Bid Package numbers at the above-stated time and place.

The basis of award will be the lowest total price of the base bid. All bidders are hereby notified of a MANDATORY Pre-bid Conference held on Tuesday, February 20, 2018 at 1:00pm.

Interested Contractors shall meet at the Wiseburn Unified School District Board Room location 201 N. Douglas Street, El Segundo, CA 90245. Any questions or clarifications arising from review of the documents are to be submitted to the District in writing and in accordance with the bid documents. The purpose of this meeting is for bidders to have an opportunity to familiarize themselves with the bid requirements. No interpretations or clarifications of contract documents will be made at this time.

Bid documents will be available through ARC Document Solutions on or after February 19, 2018.

There will be a non-refundable charge to purchase each set of bid documents. No partial sets will be available. For assistance call (714)-424-8525.

In accordance with the provisions of California Business and Professions Code Section 7028.15 and Public Contract Code Section 3300, the Owner requires that the bidder possess the classification of contractor's license appropriate for the work to be performed at the time that the bid is submitted. Appropriate licenses are noted in parenthesis after the Bid Package title listed above and more than one license may be required. This list in no way relieves the Contractor from fulfillment of any legal requirement or licensing necessary for performance of his work.

In addition to the bid security referred to in the contract documents (1), each bidder shall submit, on forms furnished with the contract documents; (2) the Designation of Subcontractors (if any); (3) the Information Required of Bidders; (4) the Contractor's Certificate Regarding Workers' Compensation; (5) the Non-Collusion Affidavit; and any other documents as specified in the Master Specifications.

The DISTRICT reserves the right to reject any or all bids or to waive any immaterial irregularities or informalities in any bid or in the bidding process.

In addition to the bid security referred to in the contract documents (1), each bidder shall submit, on forms furnished with the contract documents; (2) the Designation of Subcontractors (if any); (3) the Information Required of Bidders; (4) the Contractor's Certificate Regarding Workers' Compensation; (5) the Non-Collusion Affidavit; and any other documents as specified in the Master Specifications.

The DISTRICT reserves the right to reject any or all bids or to waive any immaterial irregularities or informalities in any bid or in the bidding process.

As required by Section 1773 of the California Labor Code, the Director of the Department of Industrial Relations of the State of California has determined the general prevailing rates of wages in the locality in which the Work is to be performed. Copies of these wage rate determinations, entitled PREVAILING WAGE SCALE, are maintained at the DISTRICT OFFICES and are available to any interested party upon request. The Contractor shall post a copy of this document at each job site. The Contractor and any subcontractor under it shall pay of bids.

No bidder may withdraw any bid for a period of sixty (60) days after the date set for the opening

Pursuant to Section 22300 of the Public Contract Code, the successful bidder is permitted to substitute securities for any moneys withheld by the DISTRICT to ensure performance under the Contract. Alternatively, the successful bidder may request and the DISTRICT shall make payment of retention earned directly to the escrow agent at the expense of the successful bidder.

No bidder may withdraw any bid for a period of **sixty (60)** days after the date set for the opening of bids.

Pursuant to Section 22300 of the Public Contract Code, the successful bidder is permitted to substitute securities for any moneys withheld by the DISTRICT to ensure performance under the Contract. Alternatively, the successful bidder may request and the DISTRICT shall make payment of retention earned directly to the escrow agent at the expense of the successful bidder.

For the Board of Education,
WISEBURN UNIFIED SCHOOL DISTRICT

Vince Madsen, Director of Facilities and Planning
Wiseburn Unified School District
vmadsen@wiseburn.k12.ca.us

Published: **February 13, 2018 & February 20 2018**

[END OF SECTION]

INSTRUCTION TO BIDDERS

1. Preparation of Bid Form and Bidding Procedures. Proposals under these specifications shall be submitted on the blank forms furnished herewith including, but not limited to, the forms in the Special Conditions, at the time and place stated in the Notice Calling for Bids. Each bidder shall review and comply with all bidding instructions and requirements set forth in the Special Conditions. All blanks in the Bid Form, Basis of Award Form, and the Unit Cost Schedule Forms/Unit Price Schedule Forms must be appropriately filled in, and all proposed prices must be stated clearly and legibly in both words and numerals. All bids must be signed by the bidder in permanent ink and submitted in sealed envelopes, bearing on the outside, the bidder's name, address, telephone number, and California Contractor's License number, and the name of the Project for which the bid is submitted. The District reserves the right to reject any bid if all of the above information is not furnished. It is each bidder's sole responsibility to ensure its bid is timely delivered and received at the location designated as specified above. Any bid received at the designated location after the scheduled closing time for receipt of bids shall be returned to the bidder unopened.

2. Bid Security. Each bid must be accompanied by one of the following forms of bidder's security: (1) cash; (2) a cashier's check made payable to the District; (3) a certified check made payable to the District; or (4) a bidder's bond executed by a California admitted surety as defined in Code of Civil Procedure Section 995.120, made payable to the District, in the form set forth in the Contract Documents. Such bidder's security must be in an amount not less than **five percent (5%)** of the maximum amount of such bidder's bid as a guarantee that the bidder will enter into the Contract, if the same is awarded to such bidder, and will provide the required Performance and Payment Bonds, insurance certificates and any other required documents. In the event that a bidder is awarded the Contract and such bidder fails to enter into said Contract or provide the surety bond or bonds within five (5) calendar days after award of the Contract to bidder, said security will be forfeited.

3. Signature. The bid form, all bonds, all designations of subcontractors, the Contractor's Certificate, the Agreement, and all Guarantees must be signed in permanent ink in the name of the bidder and must bear the signature in longhand of the person or persons duly authorized to sign the bid.

If bidder is a corporation, the legal name of the corporation shall first be set forth, together with two signatures: one from the President and one from the Secretary or Assistant Secretary. Alternatively, the signature of other authorized officers or agents may be affixed, if a certified copy of the resolution of the corporate board of directors authorizing them to do so is provided to the District. Such documents shall include the title of such signatories below the signature and shall bear the corporate seal.

If bidder is a partnership, the true name of the firm shall first be set forth, together with the names of all persons comprising the partnership or co-partnership. The bid must be signed by all partners comprising the partnership unless proof in the form of a certified copy of a statement of partnership acknowledging the signer to be a general partner is presented to the District, in which case the general partner may sign.

Bids submitted as joint ventures must so state and be signed by each joint venturer.

Bids submitted by individuals must be signed by the bidder unless an up to date power-of-attorney is on file in the District office, in which case, said person may sign for the individual.

The above rules also apply in the case of the use of a fictitious firm name. In addition, however, where a fictitious name is used, it must be so indicated in the signature.

4. Modifications. Changes in or additions to the bid form, recapitulations of the work bid upon, alternative proposals, or any other modification of the bid form which is not specifically called for in the Contract Documents may result in the District's rejection of the bid as not being responsive to the Notice Inviting Bids. **No oral or telephonic modification of any bid submitted will be considered.**

5. Erasures, Inconsistent or Illegible Bids. The bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction creates no inconsistency and is suitably authenticated by affixing in the margin immediately opposite the correction the signature or signatures of the person or persons signing the bid. In the event of inconsistency between words and figures in the bid price, words shall control figures. In the event that the District determines that any bid is unintelligible, inconsistent, or ambiguous, the District may reject such bid as not being responsive to the Notice Inviting Bids.

6. Examination of Site and Contract Documents. Each bidder shall visit the site of the proposed work and become fully acquainted with the conditions relating to the construction and services so that the facilities, difficulties, and restrictions attending the execution of the work under the Contract are fully understood. Bidders shall thoroughly examine and be familiar with the drawings and specifications. The failure or omission of any bidder to receive or examine any Contract Documents, Special Conditions, form, instrument, addendum, or other document or to visit the site and become acquainted with conditions there existing shall not relieve any bidder from obligations with respect to the bid or to the contract. The submission of a bid shall be taken as prima facie evidence of compliance with this section. Bidders shall not, at any time after submission of the bid, dispute, complain, or assert that there were any misunderstandings with regard to the nature or amount of work to be done.

7. Withdrawal of Bids. Any bid may be withdrawn, either personally or by written request, at any time prior to the scheduled closing time for receipt of bids. The bid security for bids withdrawn prior to the scheduled closing time for receipt of bids, in accordance with this paragraph, shall be returned upon demand therefor. No bidder may withdraw any bid for a period of ninety (90) calendar days after the date set for the opening of bids.

8. Agreements and Bonds. The Agreement form which the successful bidder, as CONTRACTOR, will be required to execute, and the forms and amounts of surety bonds which will be required to be furnished at the time of execution of the Agreement, are included in the bid documents and should be carefully examined by the bidder. The number of executed copies of the Agreement, the Performance Bond, and the Payment Bond required is three (3). Payment and Performance bonds must be executed by an admitted surety insurer as defined in Code of Civil Procedure 995.120.

9. Interpretation of Plans and Documents/Pre-Bid Clarification. If any prospective bidder is in doubt as to the true meaning of any part of the Contract Documents, or finds discrepancies in, or omissions, a written request for an interpretation or correction thereof may be submitted to the District. The bidder submitting the request shall be responsible for its prompt delivery. **Any interpretation or correction of the Contract Documents will only be made by Addendum duly issued, and a copy of such Addendum will be made available for each contractor receiving a set of the Contract Documents.** No person is authorized to make any oral interpretation of any provision in the Contract Documents, nor shall any oral interpretation be binding on the District. If discrepancies on drawings, specifications or elsewhere in the Contract Documents are not covered by addenda, bidder shall include in their bid methods of construction and materials for the higher quality and complete assembly. Each request for clarification shall be submitted in writing, via email, to only the following persons:

TO: Vince Madsen, Director of Facilities Planning
vmadsen@wiseburn.k12.ca.us

Each transmitted request shall contain the name of the person and/or firm filing the request, address, telephone, and fax number, Specifications and/or Drawing number. Bidder is responsible for the legibility of hand written requests. Pre-bid clarification request shall be filed a minimum of six (6) days prior to bid opening. Requests received less than six (6) days before bid opening shall not be considered or responded to. A written response to timely pre-bid clarifications requests which materially affects the bidders price will be made by Addendum issued by the Wiseburn Unified School District not less than seventy-two (72) hours prior to bid opening.

10. Bidders Interested in More Than One Bid. No person, firm, or corporation shall be allowed to make, or file, or be interested in more than one prime bid for the same work unless alternate bids are specifically called for. A person, firm, or corporation that has submitted a proposal to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a proposal or quoting prices to other bidders or making a prime proposal.

11. Award of Contract. The Contract will be awarded to the lowest responsive responsible bidder by action of the governing Board pursuant to the terms and conditions of the Contract Documents including, but not limited to, the Special Conditions. The District reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bids or in the bidding. In the event an award is made to bidder, and such bidder fails or refuses to execute the Contract and provide the required documents within five (5) calendar days after award of the Contract to bidder, the District may award the Contract to the next lowest responsible and responsive bidder or release all bidders. Each bid must conform and be responsive to the Contract Documents as defined in the General Conditions.

12. Bid Protest Procedure. Any bidder may file a bid protest. The protest shall be filed in writing with the District's Director of Facilities Planning not less than three (3) working days after the date of the bid opening. An e-mail address shall be provided and by filing the protest, protesting bidder consents to receipt of e-mail notices for purposes of the Protest and Protest related questions and Protest Appeal, if applicable. The protest shall specify the reasons and facts upon which the protest is based.

a. Resolution of Bid Controversy: Once the bid protest is received, the apparent lowest responsible bidder will be notified of the protest and the evidence presented. If appropriate, the apparent low bidder will be given an opportunity to rebut the evidence and present evidence that the apparent low bidder should be allowed to perform the Work. If deemed appropriate by the District, an informal hearing will be held. District will issue a written decision within fifteen (15) days of receipt of the protest, unless factors beyond the District's reasonable control prevent such resolution. The Decision on the Bid Protest will state the reasons for the actions taken by District and will be copied to all parties involved in the protest.

b. The decision concerning the Bid controversy will be final and not subject to any further Appeals.

c. Finality. Failure to comply with this Bid Protest Procedure shall constitute a waiver of the right to protest and shall constitute a failure to exhaust the protesting bidder's administrative remedies.

-
13. Alternates. If alternate bids are called for, the Contract may be awarded at the election of the Governing Board to the lowest responsible and responsive bidder using the method and procedures outlined in the Notice Inviting Bids and as specified in the section entitled Alternate/Deductive Bid Alternates.
 14. [Reserved]
 15. Listing Subcontractors. Each bidder shall submit with his bid, on the form furnished with the Contract Documents, a list of the names, license numbers and locations of the places of business of each subcontractor who will perform work or render service to the bidder in or about the project, or a subcontractor who under subcontract to the bidder, specially fabricates and installs a portion of the work, in an amount in excess of one-half of 1 percent of the bidder's total bid as required by the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100, et. seq.).
 16. Workers' Compensation. In accordance with the provisions of Labor Code Section 3700, the successful bidder as the Contractor shall secure payment of compensation to all employees. The Contractor shall sign and file with the District the following certificate prior to performing the work under this contract: "I am aware of the provisions of Section 3700 of the Labor Code, which requires 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." The form of such certificate is included as a part of the Bid Package.
 17. Contractor's License. To perform the work required by this notice, the Contractor must possess the Contractor's License as specified in the Notice Inviting Bids, and the Contractor must maintain the license throughout the duration of the contract. If, at the time of award of the Contract, bidder is not licensed to perform the Project in accordance with Division 3, Chapter 9, of the Business and Professions Code for the State of California and the Notice to Contractors calling for bids, such bid will not be considered and the Contractor will forfeit its bid security to the District.
 18. Preference for Materials and Substitutions.
 - a. One Product Specified. Unless the plans and specifications state that no Substitution is permitted, whenever the Contract Documents indicate any specific article, device, equipment, product, material, fixture, patented process, form, method, construction, or any specific name, make, trade name, or catalog number, with or without the words, "or equal," such specification shall be read as if the language "or equal" is incorporated.
 - b. Request for Substitution. See Supplementary General Conditions.
 19. Disqualification of Bidders and Proposals. More than one proposal for the same work from any individual, firm, partnership, corporation, or association under the same or different names will not be accepted; and reasonable grounds for believing that any bidder is interested in more than one proposal for the work will be cause for rejecting all proposals in which such bidder is interested and the bidder will forfeit their bid security to the District.
 20. Unbalanced or Altered Bids. Proposals in which the prices are obviously unbalanced, and those which are incomplete or show any alteration of form, or contain any additions or conditional or alternate bids that are not called for or otherwise permitted, may be rejected. A proposal on which the signature of the bidder has been omitted may be rejected.
 21. Employment of Apprentices. The Contractor and all Subcontractors shall comply with the provisions of California Labor Code including, but not limited to sections 1777.5, 1777.6, and 1777.7 concerning the employment of apprentices. The Contractor and any Subcontractor under him shall comply with the requirements of said sections, including applicable portions of all subsequent amendments in the employment of apprentices; however, the Contractor shall have full responsibility for compliance with said Labor Code sections, for all apprenticeable occupations, regardless of any other contractual or employment relationships alleged to exist.
 22. Non-Collusion Declaration. Public Contract Code Section 7106 requires bidders to submit declaration of non-collusion with their bids. This form is included with the bid documents and must be signed and dated by the bidder under penalty of perjury.
 23. Wage Rates, Travel and Subsistence.
 - a. The Contractor and all subcontractors shall comply with the requirements set forth in Division 2, Part 7, Chapter 1 of the Labor Code. Pursuant to Labor Code Sections 1770 et. seq., the District has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which this work is to be performed for each craft, classification or type of worker needed to execute the contract. Copies are available from the District to any interested party on request and are also available from the Director of the Department of Industrial Relations. The Contractor shall obtain copies of the above-referenced prevailing wage sheets and

-
- b. post a copy of such wage rates at appropriate, conspicuous, weatherproof points at the Site. Any worker employed to perform work on the Project and such work is not covered by any classification listed in the published general prevailing wage rate determinations or per diem wages determined by the Director of the Department of Industrial Relations, shall be paid not less than the minimum rate of wages specified therein for the classification which most nearly corresponds to the employment of such person in such classification.
 - c. Holiday and overtime work, when permitted by law, shall be paid for at the rate set forth in the prevailing wage rate determinations issued by the Director of the Department of Industrial Relations or at least one and one-half (1½) times the specified basic rate of per diem wages, plus employer payments, unless otherwise specified in the Contract Documents or authorized by law.
 - d. These per diem rates, including holiday and overtime work, and employer payments for health and welfare, pension, vacation, and similar purposes, are on file at the administrative office of the District, located as noted above and are also available from the Director of the Department of Industrial Relations. It is the Contractor's responsibility to ensure the appropriate prevailing rates of per diem wages are paid for each classification. It shall be mandatory upon the Contractor to whom the Contract is awarded, and upon any subcontractor under such Contractor, to pay not less than the said specified rates to all workers employed by them in the execution of the Contract.

24. No Telephone or Facsimile Availability. No telephone or facsimile machine will be available to bidders on the District premises at any time.

25. Obtaining Bidding Documents. Bidding Documents, may be obtained from:

To place an order documents online from ARC Planwell, Please go to then click on Public Planroom. Search by typing in, then click on the project number to enter project. Add items to your cart by selecting the cart icon for each file, then click on Print Order, Or you may send your request to costamesa.planwell@e-arc.com Phone: (714)-424-8525.

Bidder shall utilize a complete set of Bidding Documents in preparing a bid. The failure or omission of bidder to receive any Bidding Document, form, instrument, Addendum, or other document shall not relieve bidder from any obligations with respect to the bid and/or Contract.

26. Addenda. Clarification or any other notice of a change in the Bidding Documents will be issued only by the Owner office of Wiseburn Unified School District and only in the form of a written Addendum, transmitted by fax, e-mail, or available for pick up to all who are known by the issuing office to have received a complete set of Bidding Documents. Any other purported Addenda are void and unenforceable.

Bidder is responsible for ascertaining the disposition of all Addenda issued regardless of Owner notification and to acknowledge all Addenda in the submitted sealed bid prior to the bid opening. Copies of Addendum will be made available for inspection wherever Bidding Documents are on file for inspection. Each Addendum will be numbered, dated, and identified with the Project number. Oral statements or any instructions in any form, other than Addendum as described above, shall be void and unenforceable. Addendum issued by the Owner office of Wiseburn Unified School District and not noted as being Wiseburn acknowledged by bidder as required in the Bid Form, may result in the bid being deemed non-responsive.

Checklist of Mandatory Bid Forms

(For Contractor's use and reference only. Additional documents may be required so bidders should carefully review all Contract Documents and Bid Documents)

- Bid Form
- Basis of Award Form
- Unit Cost Schedules
- Cooperative Purchasing/And Other Agency Clause
- Designation of Subcontractors
- Non-Collusion Declaration
- Bid Bond (or Bid Guarantee form if Security is other than Bid Bond)
- Substitution Request Form (if Substitutions are being requested - If Substitution Request Form is not submitted then No Substitutions will be allowed after the bids are opened)
- Contractor's Certificate Regarding Workers Compensation
- Contractor's Certificate Regarding Drug-Free Work Place
- Contractor's Certificate Regarding Alcoholic Beverage and Tobacco-Free Campus Policy

Contractor:

Date:

By:

PRE-BID CLARIFICATION FORM (For Contractor's Use)

| | | | |
|------------------------|---|---------------|--|
| PROJECT NAME: | Synthetic Turf, Concrete, Asphalt and Ancillary Equipment | | |
| PROJECT NUMBER: | Bid Package No. 2 | | |
| TO: | Vince Madsen | EMAIL: | vmadsen@wiseburn.k12.ca.us |

| | | | |
|----------------------------------|--|------------------------|--|
| DATE: | | | |
| FROM: | | EMAIL: | |
| DOCUMENT/DIVISION NUMBER: | | DRAWING NUMBER: | |

| |
|---------------------------------|
| REQUESTED CLARIFICATION: |
| |

| |
|-----------------------------------|
| RESPONSE TO CLARIFICATION: |
| |

Attach additional numbered sheets as necessary; however, only one (1) request shall be contained on each submitted form.

DESIGNATION OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act (California Public Contract Code Sections 4100 et. seq.), and any amendments thereof, each Bidder shall set forth below:

(a) the name, license number, and location of the place of business of each subcontractor who will perform work or render service to the Contractor, who will perform work or services or work or improvement to be performed under this Contract, or a subcontractor licensed by the State of California who, under subcontract to the Contractor, specially fabricates and installs a portion of the work or improvements according to detailed drawings contained in the plans and specifications in an amount in excess of one-half of one percent of the Contractor's total bid; and

(b) the portion and description of the work which will be done by each subcontractor under this Act. The Contractor shall list only one subcontractor for each such portion as is defined by the Contractor in this bid. All subcontractors shall be properly licensed by the California State Licensing Board.

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

No Contractor whose bid is accepted shall

(a) substitute any subcontractor,

(b) permit any subcontractor to be voluntarily assigned or transferred or allow the relevant portion of the work to be performed by anyone other than the original subcontractor listed in the original bid, or

(c) sublet or subcontract any portion of the work in excess of one-half of one percent of the Contractor's total bid where the original bid did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act.

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

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

BID FORM

FOR

Synthetic Turf, Concrete, Asphalt and Ancillary Equipment

for Routine and Deferred Maintenance

Bid Package No. 2

FOR

WISEBURN UNIFIED SCHOOL DISTRICT

CONTRACTOR'S NAME: _____

ADDRESS: _____

TELEPHONE: _____

FAX: _____

EMAIL: _____

TO: Wiseburn Unified School District, acting by and through its Governing Board, herein called "District".

1. Pursuant to and in compliance with your Notice Inviting Bids and other documents relating thereto, the undersigned bidder, having familiarized himself with the terms of the Contract, the local conditions affecting the performance of the Contract, the cost of the work at the place where the work is to be done, with the Drawings and Specifications, and other Contract Documents, hereby proposes and agrees to perform within the time stipulated, the Contract, including all of its component parts, and everything required to be performed, including its acceptance by the District, and to provide and furnish any and all ancillary services, materials, tools, expendable equipment, and utility and transportation services necessary to perform the Contract and complete all of the Work in a workmanlike manner required in connection with the construction of:

BID PACKAGE NO. 2

Synthetic Turf, Concrete, Asphalt and Ancillary Equipment

in the District described above, all in strict conformance with the drawings and other Contract Documents on file at the District Offices of said District for amounts set forth herein.

2. BIDDER ACKNOWLEDGES THE FOLLOWING ADDENDUM:

| Number | Number | Number | Number | Number | Number | Number | Number |
|--------|--------|--------|--------|--------|--------|--------|--------|
| | | | | | | | |

Acknowledge the inclusion of all addenda issued prior to bid in the blanks provided above. Your failure to do so may render your bid non-responsive.

3. TOTAL PRICE – ENTIRE JOB

TOTAL CASH PURCHASE PRICE IN WORDS & NUMBERS:

_____ DOLLARS

4. TIME FOR COMPLETION: The District may give a notice to proceed within ninety (90) days of the award of the bid by the District. Once the Contractor has received the notice to proceed, the Contractor shall complete the work in the time specified in the Agreement. By submitting this bid, Contractor has thoroughly studied this Project and agrees that the Contract Time for this Project is adequate for the timely and proper completion of the Project. Further, Contractor has included in the analysis of the time required for this Project, and the requisite time to complete Punch List.

In the event that the District desires to postpone giving the notice to proceed beyond this ninety (90) day period, it is expressly understood that with reasonable notice to the Contractor, giving the notice to proceed may be postponed by the District. It is further expressly understood by the Contractor, that the Contractor shall not be entitled to any claim of additional compensation as a result of the postponement of giving the notice to proceed.

It is understood that the District reserves the right to reject any or all bids and/or waive any irregularities or informalities in this bid or in the bid process. The Contractor understands that it may not withdraw this bid for a period of ninety (90) Days after the date set for the opening of bids.

5. Attached is bid security in the amount of not less than five percent (5%) of the bid:

Bid bond (5% of the Bid), certified check, or cashier's check (circle one)

6. The required List of Designated Subcontractors is attached hereto.

7. The required Non-Collusion Declaration is attached hereto.

8. The Substitution Request Form, if applicable, is attached hereto.

9. It is understood and agreed that if written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the undersigned after the opening of the bid, and within the time this bid is required to remain open, or at any time thereafter before this bid is withdrawn, the undersigned will execute and deliver to the District a Contract in the form attached hereto in accordance with the bid as accepted, and that he will also furnish and deliver to the District the Performance Bond and Payment Bond, all within five (5) calendar days after award of Contract, and that the work under the Contract shall be commenced by the undersigned bidder, if awarded the Contract, by the start date provided in the District's Notice to Proceed, and shall be completed by the Contractor in the time specified in the Contract Documents.

10. The names of all persons interested in the foregoing proposal as principals are as follows:

(IMPORTANT NOTICE: If bidder or other interested person is a corporation, state the legal name of such corporation, as well as the names of the president, secretary, treasurer, and manager thereof; if a co-partnership, state the true names of the firm, as well as the names of all individual co-partners comprising the firm; if bidder or other interested person is an individual, state the first and last names in full.)

11. PROTEST PROCEDURES. If there is a bid protest, the grounds shall be submitted within 3 working days as set forth at Paragraph 12 of the Instructions to Bidders.

12. The undersigned bidder shall be licensed and shall provide the following California State Contractors Licensing Board information:

License Number: _____

License Expiration Date: _____

Name on License: _____

Class(es) on License: _____

If the Bidder is a joint venture, each member of the joint venture must include the above information.

13: Time is of the essence regarding this Contract, therefore, in the event the bidder to whom the Contract is awarded fails or refuses to post the required bonds and return executed copies of the Agreement form within five (5) calendar days from the date of receiving the Notice of Award, the District may declare the bidder's bid deposit or bond forfeited as damages.

14: The bidder declares that he/she has carefully examined the location(s) of the proposed Project, that he/she has examined the Contract Documents, including the Plans, General Conditions, Supplemental Conditions, Special Conditions, Addenda, and Specifications, and read the accompanying instructions to bidders, and hereby proposes and agrees, if this proposal is accepted, to furnish all materials and do all work required to complete the said work in accordance with the Contract Documents, in the time and manner therein prescribed for the unit cost and lump sum amounts set forth in this Bid Form.

I agree to receive service of notices at the e-mail address listed below.

I the below-indicated bidder, declare under penalty of perjury, that the information provided and representations made in this bid are true and correct.

Proper Name of Company

Name of Bidder Representative

Street Address

City, State, and Zip

Phone Number

Fax Number

E-Mail

By: _____ Date: _____
(Signature of Bidder Representative)

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of authorized officers or agents and the document shall bear the corporate seal; if bidder is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if bidder is an individual, his signature shall be placed above.

All signatures must be made in permanent blue ink.

COOPERATIVE PURCHASING/ OTHER AGENCY CLAUSE

For the term of the Contract and any mutually agreed extension pursuant to this request for bids, and at the option of the successful bidder, the Wiseburn Unified School District specifies that other public school districts, community college districts or other public agencies in the State of California may purchase, lease-purchase or rent the identical item(s) at the same or lower price and upon the same terms and conditions (hereinafter referred to as “Piggyback”) pursuant to Public Contract Code sections 20118 and 20652. Unless incidental to the lease or purchase, labor for installation is specifically excluded from the Piggyback bid.

The Wiseburn Unified School District waives its right to require such other public entities to draw their warrants in favor of the Wiseburn Unified School District and authorizes each district/ agency to make payment to the successful bidder.

Proper Name of Bidder

Signature

**CONTRACTOR'S CERTIFICATE REGARDING
WORKERS' COMPENSATION FORM**

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:

1. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
2. 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 employees.
3. For any county, city, city and county, municipal corporation, public district, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702.

I am aware of the provisions of Labor Code Section 3700 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 provision before commencing the performance of the work of this Contract.

CONTRACTOR

(Signature)

(Print Name and Title)

CONTRACTOR'S CERTIFICATE REGARDING DRUG-FREE WORKPLACE

This Drug-Free Workplace Certification form is required from all successful bidders pursuant to the requirements mandated by 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 performing 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.

Pursuant to Government Code section 8355, every person or organization awarded a contract or grant from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

1. 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.

Establishing a drug-free awareness program to inform employees about all of the following:

- a. The dangers of drug abuse in the workplace;
- b. The person's or organization's policy of maintaining a drug-free workplace;
- c. The availability of drug counseling, rehabilitation and employee-assistance programs; and
- d. The penalties that may be imposed upon employees for drug abuse violations;

Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) 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 (a) publish a statement notifying employees concerning the prohibition of controlled substance at the workplace, (b) establish a drug-free awareness program, and (c) require each employee engaged in the performance of the contract be given a copy of the statement required by section 8355(a) and require such employee agree to abide by the terms of that statement.

I also understand that if the Wiseburn Unified School 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 Section 8350 et seq.

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

DATE: _____

CONTRACTOR
By: _____
Signature

**CONTRACTOR’S CERTIFICATE REGARDING ALCOHOLIC BEVERAGE AND
TOBACCO- FREE CAMPUS POLICY**

The Contractor agrees that it will abide by and implement the Wiseburn Unified School District’s Alcoholic Beverage and Tobacco-Free Campus Policy, which prohibits the use of alcoholic beverages and tobacco products, of any kind and at any time, on District-owned or leased buildings, on District property and in District vehicles. The Contractor shall procure signs stating “ALCOHOLIC BEVERAGE AND TOBACCO USE IS PROHIBITED” and shall ensure that these signs are prominently displayed in all entrances to school property at all times.

DATE: _____

CONTRACTOR

By: _____

Signature

NON-COLLUSION DECLARATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

(Public Contract Code Section 7106)

(Prime Bidder)

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

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a 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 the foregoing is true and correct and that this declaration is executed on the ____ day of _____, 20 ____.

(Signature)

(Printed Name)

[ATTACH NOTARY CERTIFICATE]

BID GUARANTEE FORM
(Use only when not using a Bid Bond)

Accompanying this proposal is a cashier's check payable to the order of the Wiseburn Unified School District or a certified check payable to the order of the Wiseburn Unified School District in an amount equal to five percent (5%) of the base bid and alternates.

The proceeds of this check shall become the property of said District, if, this proposal shall be accepted by the District through the District's Governing Board, and the undersigned fails to execute a Contract with and furnish the sureties required by the District within the required time; otherwise, said check is to be returned to the undersigned.

Bidder

Note: Use this form, in lieu of Bid Bond form, when a cashier's check or certified check is accompanying the bid

BID BOND FORM

KNOW ALL MEN BY THESE PRESENT that we, the undersigned, (hereafter called "Principal"), and _____ (hereafter called "Surety"), are hereby held and firmly bound unto the Wiseburn Unified School District (hereafter called "District") in the sum of (\$_____) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors, and assigns.

SIGNED this day of _____, 20 ____.

The condition of the above obligation is such that whereas the Principal has submitted to the District a certain Bid, attached hereto and hereby made a part hereof, to enter into a Contract in writing for the construction of _____

NOW, THEREFORE,

- a. If said Bid is rejected, or
- b. If said Bid is accepted and the Principal executes and delivers a Contract or the attached Agreement form within five (5) calendar days after acceptance (properly completed in accordance with said Bid), and furnishes bonds for his faithful performance of said Contract and for payment of all persons performing ancillary services or furnishing materials in connection therewith,

Then this obligation shall be void; otherwise, the same shall remain in force and effect.

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 the work to be performed thereunder, or the specifications accompanying the same, shall in anyway 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 said Contract, or the call for bids, or the work, or to the specifications.

In the event suit is brought upon this bond by the District and judgment is recovered, the Surety shall pay all costs incurred by the District in such suit, including without limitation, attorneys' fees to be fixed by the court.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, on the day and year first set forth above.

By

(Corporate Seal)

Principal's Signature

Typed or Printed Name

Principal's Title

By

(Corporate Seal)

Surety's Signature

Typed or Printed Name

Title

(Attached Attorney in Fact Certificate)

Surety's Name

Surety's Address

Surety's Phone Number

IMPORTANT:

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

THIS IS A REQUIRED FORM.

Any claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and Address of agent or representative for
service of process in California if different from above)

(Telephone Number of Surety and agent or
representative for service of process in California).

[END OF REQUIRED]

AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____ 20__ in the County of Los Angeles, of the State of California, by and between the Wiseburn Unified School District, hereinafter called the "District", and _____, hereinafter called the "Contractor".

WITNESSETH that the District and the Contractor for the consideration stated herein agree as follows:

ARTICLE I - SCOPE OF WORK: The Contractor shall furnish all installation, materials, equipment, tools, and utility and transportation services, and perform and complete all work required in connection with WISEBURN UNIFIED SCHOOL DISTRICT pursuant to the Synthetic Turf, Concrete, Asphalt and Ancillary Equipment for Routine and Deferred Maintenance, Bid Package No. 2 in strict accordance with the Contract Documents enumerated in Article 7 below. The Contractor shall be liable to the District for any damages arising as a result of a failure to comply with that obligation, and the Contractor shall not be excused with respect to any failure to so comply by an act or omission of the Architect, Engineer, Inspector, Division of the State Architect (DSA), or representative of any of them, unless such act or omission actually prevents the Contractor from fully complying with the Contract Documents and the Contractor protests, in accordance with the Contract Documents, that the act or omission is preventing the Contractor from fully complying with the Contract Documents. Such protest shall not be effective unless reduced to writing and filed with the District office within seven (7) days of the date of occurrence of such act or omission preventing the Contractor from fully complying with the Contract Documents.

ARTICLE 2 - TIME OF COMPLETION: The District may give notice to proceed within ninety (90) days of the award of the bid by the District. Once the Contractor has received a notice to proceed, the Contractor shall reach Substantial Completion (See Article 1.1.46) of the Work within ninety (90) calendar days from receipt of the Notice to Proceed. This shall be called Contract Time. (See Article 8.1.1). It is expressly understood that time is of the essence.

Contractor has thoroughly studied the Project and has satisfied itself that the time period for this Project is adequate for the timely and proper completion of the Project within the Contract time.

In the event that the District desires to postpone giving the notice to proceed beyond this ninety (90) day period, it is expressly understood that with reasonable notice to the Contractor, giving the notice to proceed may be postponed by the District. It is further expressly understood by the Contractor, that the Contractor shall not be entitled to any claim of additional compensation as a result of the District's postponement of giving the notice to proceed.

If the Contractor believes that a postponement will cause hardship to it, the Contractor may terminate the Contract with written notice to the District within ten (10) days after receipt by the Contractor of the District's notice of postponement. It is further understood by the Contractor that in the event that the Contractor terminates the Contract as a result of postponement by the District, the District shall only be obligated to pay the Contractor for the work performed by the Contractor at the time of notification of postponement. Should the Contractor terminate the Contract as a result of a notice of postponement, the District shall have the authority to award the Contract to the next lowest responsible bidder.

ARTICLE 3 - LIQUIDATED DAMAGES: It being impracticable and infeasible to determine the amount of actual damage, it is agreed that the Contractor will pay the District the sum of One Thousand Five Hundred Dollars (\$1,500) per calendar day for each and every day of delay beyond the Contract Time set forth in Article 2 of this Agreement as liquidated damages and not as a penalty or forfeiture. In the event Liquidated Damages are not paid, the Contractor further agrees that the District may deduct such amount thereof from any money due or that may become due the Contractor under the Contract (See Article 9.6 and 2.2 of the General Conditions). This Article shall not be construed as preventing the District from the recovery of damages under the Contract Documents.

ARTICLE 4 - CONTRACT PRICE: The District shall pay to the Contractor as full consideration for the faithful performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, the sum of _____ (\$ _____), said sum being the total amount stipulated in the Bid Contractor submitted. Payment shall be made as set forth in the General Conditions.

Should any Change Order result in an increase in the Contract Price, the cost of such Change Order shall be agreed to in advance by the Contractor and the District, subject to the monetary limitations set forth in Public Contract Code Section

In the event that the Contractor proceeds with a Change in work without an agreement between the District and Contractor regarding the cost of a Change Order, the Contractor waives any Claim of additional compensation for such additional work.

ARTICLE 5 - HOLD HARMLESS AGREEMENT: Contractor shall defend, indemnify and hold harmless District, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors from all liabilities, claims, actions, liens, judgments, demands, damages, losses, costs or expenses of any kind arising from death, personal injury, property damage or other cause based or asserted upon any act, omission, or breach connected with or arising from the progress of Work or performance of service under this Agreement or the Contract Documents. As part of this indemnity, Contractor shall protect and defend, at its own expense, District, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from any legal action including attorney's fees or other proceeding based upon such act, omission, breach or as otherwise required by this Article.

Furthermore, Contractor agrees to and does hereby defend, indemnify and hold harmless District, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from every claim or demand made, and every liability, loss, damage, expense or attorney's fees of any nature whatsoever, which may be incurred by reason of:

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

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

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

Contractor, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents or employees, on account of or founded upon any cause, damage, or injury identified herein Article 5 and shall pay or satisfy any judgment that may be rendered against the District, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

The Contractor's and Subcontractors' obligation to defend, indemnify and hold harmless the District, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors hereunder shall include, without limitation, any and all claims, damages, and costs for the following: (1) any damages or injury to or death of any person, and damage or injury to, loss (including theft), or loss of use of, any property; (2) breach of any warranty, express or implied; (3) failure of the Contractor or Subcontractors to comply with any applicable governmental law, rule, regulation, or other requirement; (4) products installed in or used in connection with the Work; and (5) any claims of violation of the Americans with Disabilities Act ("ADA")

ARTICLE 6 - PROVISIONS REQUIRED BY LAW: Each and every provision of law and clause required 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 herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

ARTICLE 7 - COMPONENT PARTS OF THE CONTRACT: The Contract entered into by this Agreement consists of the following Contract Documents, all of which are component parts of the Contract as if herein set out in full or attached hereto:

Notice Inviting Bids
Instructions to Bidders
Designation of
Subcontractors Non-
Collusion Declaration Bid
Bond
Bid Form
Basis of Award Form
Unit Cost Schedules/Unit Price Schedules
Cooperative Purchasing/ And Other Agency Clause
Contractor's Certificate Regarding Worker's Compensation
Agreement Form
Payment Bond
Performance Bond
Guarantee
Escrow Agreement for Security Deposit In Lieu of Retention
Workers' Compensation/Employers Liability Endorsement
General Liability Endorsement
Automobile Liability Endorsement
General Conditions
Supplementary and Special Conditions
Specifications
All Addenda as Issued
Drawings/Plans

General Liability Endorsement
Automobile Liability Endorsement

General Conditions
Supplementary and Special Conditions
Specifications
All Addenda as Issued
Drawings/Plans

All of the above named Contract Documents are intended to be complementary. Work required by one of the above named Contract Documents and not by others shall be done as if required by all.

ARTICLE 8 - PREVAILING WAGES: Wage rates for this Project shall be in accordance with the general prevailing rate of holiday and overtime work in the locality in which the work is to be performed for each craft, classification, or type of work needed to execute the Contract as determined by the Director of the Department of Industrial Relations. Copies of schedules of rates so determined by the Director of the Department of Industrial Relations are on file at the administrative office of the District and are also available from the Director of the Department of Industrial Relations.

The following are hereby referenced and made a part of this Agreement and Contractor stipulates to the provisions contained therein.

1. Chapter 1 of Part 7 of Division 2 of the Labor Code (Section 1720 et seq.)
2. California Code of Regulations, Title 8, Chapter 8, Subchapters 3 through 6 (Section 16000 et seq.)

ARTICLE 9 - RECORD AUDIT: In accordance with Government Code Section 8546.7 (and Davis Bacon, if applicable) and Article 13.11 of the General Conditions, records of both the District and the Contractor shall be subject to examination and audit for a period of five (5) years after a Final Retention Payment or the Recording of a Notice of Completion, whichever occurs first

ARTICLE 10 - CONTRACTOR'S LICENSE: The Contractor must possess throughout the Project a Class B & C15 Contractor's License, issued by the State of California, which must be current and in good standing.

IN WITNESS WHEREOF, this Agreement has been duly executed by the above named parties, on the day and year first above written.

WISEBURN UNIFIED SCHOOL DISTRICT

CONTRACTOR:

Typed or Printed Name

Typed or Printed Name

Title

Title

Signature

Signature

Dated:

Type or Printed Name

Title (Authorized Officers or Agents)

Signature

(CORPORATE SEAL)

PAYMENT BOND

(CALIFORNIA PUBLIC WORK)

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the WISEBURN UNIFIED SCHOOL DISTRICT (sometimes referred to hereinafter as (“Obligee”)) has awarded to _____(hereinafter designated as the “Principal” or “Contractor”),an agreement for the work described as follows:_____ (hereinafter referred to as the “Public Work”); and

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

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

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

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

It is further stipulated and agreed that the Surety of this bond shall not be exonerated or released from the obligation of the bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, Plans, or specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described; or pertaining or relating to the furnishing of ancillary services, materials, or equipment therefor; nor by any change or modification of any terms of payment or extension of time for payment pertaining or relating to any scheme or work of improvement herein above described; nor by any rescission or attempted rescission

of the contract, agreement or bond; nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond; nor by any fraud practiced by any person other than the claimant seeking to recover on the bond; and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given; and under no circumstances shall the Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the Obligee and the Contractor or on the part of any obligee named in such bond; that the sole condition of recovery shall be that the claimant is a person described in California Civil Code Section 9100, and who has not been paid the full amount of his or her claim; and that the Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

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

PRINCIPAL/CONTRACTOR:

By: _____

SUERTY

By: _____

Attorney-in-Fact

PERFORMANCE BOND

(CALIFORNIA PUBLIC WORK)

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the WISEBURN UNIFIED SCHOOL DISTRICT (sometimes referred to hereinafter as "Obligee") has awarded to____(hereinafter designated as the "Principal" or "Contractor"), an agreement for the work described as follows: _____
_____(hereinafter referred to as the "Public Work"); and

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

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

NOW, THEREFORE, we, _____, the undersigned Contractor, as Principal, and _____, a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the WISEBURN UNIFIED SCHOOL DISTRICT in the sum of _____ Dollars (\$ _____),

said sum being not less than one hundred percent (100%) of the total amount payable by said Obligee under the terms of said Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

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

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

notice of any such changes, modifications, alterations, additions or extension of time to the terms of the contract, or to the work, or the specifications as well notice of any other actions that result in the foregoing.

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

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

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

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

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

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

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

PRINCIPAL/CONTRACTOR:

By: _____

SURETY:

By: _____

Attorney-in-Fact

The rate of premium on this bond is _____ per thousand.

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

GUARANTEE

Guarantee for materials and installation work performed.

We hereby guarantee that the _____, which we have installed _____
in _____ (Materials/Products) has been done in accordance with the Contract
Documents, including _____
_____ (Project Name/School Name)
without limitation, the drawings and specifications, and that the work as installed will fulfill the
requirements included in the bid documents. The undersigned and its surety agrees to repair or replace
any or all such work, together with any other adjacent work, which may be displaced in connection with
such replacement, that may prove to be defective in workmanship or material within a period of
() year(s) from the date of the Notice of Completion of the above-mentioned structure by the
Wisburn Unified School District, ordinary wear and tear and unusual abuse or neglect excepted.

In the event the undersigned or its surety fails to comply with the above-mentioned conditions
within a reasonable period of time, as determined by the District, but not later than ten (10) days
after being notified in writing by the District or within two (2) business days in the case of an
emergency or urgent matter, the undersigned and its surety authorizes the District to proceed to
have said defects repaired and made good at the expense of the undersigned and its surety, who
will pay the costs and charges therefor upon demand. The undersigned and its surety shall be jointly
and severally liable for any costs arising from the District's enforcement of this Guarantee.

Countersigned

(Proper Name)

(Proper Name)

By: _____

By: _____

(Signature of Subcontract or Contractor)

(Signature of General Contractor if for
Subcontractor)

Representatives to be contacted for service:

Name: _____

Address: _____

Phone Number: _____

Email: _____

ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION

This Escrow Agreement is made and entered into by and between the Wiseburn Unified School District, 201 N. Douglas, El Segundo, CA 92045, hereinafter called "Owner", and _____ whose address is _____, hereinafter called "Contractor", and _____ whose address is _____, hereinafter called "Escrow Agent".

For the consideration hereinafter set forth, the Owner, Contractor and Escrow Agent agree as follows:

1. Pursuant to section 22300 of the Public Contract Code of the State of California, Contractor has the option to deposit securities with Escrow Agent as a substitute for Retention earnings required to be withheld by Owner pursuant to the Construction Contract entered into between the Owner and Contractor for _____ in the amount of _____ dated _____ (hereinafter referred to as the "Contract"). Alternatively, on written request of the Contractor, the Owner shall make payments of the Retention earnings directly to the escrow agent. When Contractor deposits the securities as a substitute for Contract earnings, the Escrow Agent shall notify the Owner within ten (10) days of deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as Retention under the terms of the Contract between the Owner and Contractor. Securities shall be held in the name of the Owner, and shall designate the Contractor as beneficial owner.
2. The Owner shall make progress payments to the Contractor for such funds which otherwise would be withheld from progress payments pursuant to the Contract provisions, provided that the Escrow Agent holds securities in the form and amount specified above.
3. When the Owner makes payments of Retentions earned directly to the Escrow Agent, the Escrow Agent shall hold them for the benefit of the Contractor until such time as the escrow created under this Contract is terminated. The Contractor may direct the investment of the payments into securities. All terms and conditions of this Agreement and the rights and responsibilities of the parties shall be equally applicable and binding when the Owner pays the Escrow Agent directly.
4. Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account and all expenses of the Owner. These expenses and payment terms shall be determined by the Owner, Contractor, and Escrow Agent.
5. The interest earned on the securities or the money market accounts held in escrow and all interest earned on that interest shall be for the sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to the Owner.
6. Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from the Owner to the Escrow Agent that Owner consents to the withdrawal of the amount sought to be withdrawn by Contractor.
7. The Owner shall have a right to draw upon the securities in the event of default by the Contractor. Upon seven (7) days' written notice to the Escrow Agent from the Owner of the notice of default under Article 2.2, Article 9.6 or Article 14, the Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by the Owner.

8. Upon receipt of written notification from the Owner certifying that the Contract is final and complete, and that the Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all moneys and securities on deposit and payment of fees and charges.

9. Escrow Agent shall rely on the written notifications from the Owner and the Contractor pursuant to Sections (5) to (8), inclusive, of this Agreement and the Owner and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of the securities and interest as set forth above.

10. The names of the persons who are authorized to give written notice or to receive written notice on behalf of the Owner and on behalf of Contractor in connection with the foregoing, and exemplars of their respective signatures are as follows:

On behalf of Owner:

Title

Name

Signature

Address

On behalf of Contractor:

Title

Name

Signature

Address

On behalf of Agent:

Title

Name

Signature

Address

At the time the Escrow Account is opened, the Owner and Contractor shall deliver to the Escrow Agent a fully executed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their proper officers on the date set forth above.

OWNER

CONTRACTOR

(Signature)

(Signature)

Owner Name: _____

Contractor Name: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

CONTRACTOR CERTIFICATION REGARDING BACKGROUND CHECKS

_____ certifies that it has performed one of the following:

[Name of contractor/consultant]

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

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

OR

- Pursuant to Education Code Section 45125.2, Contractor will ensure the safety of pupils by one or more of the following methods:
 - 1. The installation of a physical barrier at the worksite to limit contact with pupils.
 - 2. Continual supervision and monitoring of all employees of the entity by an employee of the entity whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.

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

Date _____, 20____

[Name of Contractor/Consultant]

By its: _____

ATTACHMENT A:

CONTRACTOR CERTIFICATION REGARDING BACKGROUND CHECKS

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

GENERAL CONDITIONS

ARTICLE 1 DEFINITIONS

1.1 BASIC DEFINITIONS

Action of the Governing Board is a vote of a majority of the District's Governing Board.

1.1.1 Approval means written authorization through action of the Governing Board. In no case shall the Assistant Superintendent have authority to approve total change orders or modifications to the Project exceeding 10% of the Contract sum.

1.1.2 Architect means the architect, engineer, or other design professional engaged by the District to design and perform general observation of the work of construction and interpret the drawings and specifications for the Project. Also see Article 4.

1.1.3 As-Builts are a set of Plans and Specifications maintained by the Contractor clearly showing all changes, revisions, substitutions, field changes, final locations, and other significant features of the Project. The As-Builts shall be maintained continuously throughout the Work for the Project and is both a prerequisite to the issuance of Pay Application and a requirement for Contract Close-Out. See Article 3.17

1.1.4 Beneficial Occupancy is the point in time when a building or buildings are fit for occupancy is fit for occupancy and its intended use Basic requirements are the building is safe, at or near Substantial Completion, and all life safety is operational. The fact that a building is occupied does not mean that the building is ready for Beneficial Occupancy if there are elements that are unsafe or if life safety items are not operational. Taking occupancy on a structure that is under a fire watch is not considered beneficial occupancy. Further, taking of Beneficial Occupancy is not a point in time when retention is due unless the entire school has obtained a Certificate of Substantial Completion that meets the definition of 1.1.46.

1.1.5 Claims. A Claim is a request for payment, supported by back-up documentation which includes, invoices time sheets, or other documents substantiating legitimacy or entitlement that is submitted during the Project or immediately following the Project made prior to the Final Retention Payment Application and prior to Final Completion of the Project. A "Claim" means a separate demand by the Contractor for (1) time extension, (2) payment 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 the claimant is not otherwise entitled to, or (3) and amount the payment of which is disputed by the District. See Article 4.6.

1.1.6 Change Order (CO). A CO is a written instrument prepared by the Architect and signed by the District (as authorized by the District's Governing Board), the Contractor, and the Architect, stating their agreement upon (1) A description of a change in the Work, (2) The amount of the adjustment in the Contract Sum, if any; and (3) The extent of the adjustment in the Contract Time, if any. See Article 7.2.

1.1.7 Change Order Request (COR). A COR is a written request supported by backup documentation prepared by the Contractor requesting that the District and the Architect issue a CO based

GENERAL CONDITIONS

1.1.8 upon a proposed change, or a change that results in an adjustment in cost, time or both, or arising from an RFP, CCD or ICD. (See Article 7.6)

1.1.9 Close-Out means the process for Final Completion of the Project, but also includes the requirements for the DSA Certification that the Project is Complete (See DSA Certification Guide). See Article 9.9.

1.1.10 Construction Change Directive (CCD). A Construction Change Directive is a DSA term that is utilized to address changes to the DSA approved plans and specifications. There are two types of Construction Change Directives. (1) DSA approved CCD Category A (DSA Form 140) for work affecting Structural, Access or Fire-Life Safety of the Project which will require a DSA approval; and, (2) CCD Category B (DSA Form 141) for work NOT affecting Structural Safety, Access Compliance or Fire and Life Safety that will not require a DSA approval (except to confirm that no Approval is required). See Article 7.3.

1.1.11 Complete means that all Work in the Contract Documents is finished, the requirements of the Contract Documents have been met, the Project has been Closed Out, and all Work has ceased on the Project. This may also be referred to as Final Completion. In most cases, the recording of a Notice of Completion shall represent Completion of the Project. Beneficial Occupancy does not mean the Work is Complete.

1.1.12 Completion Date is the date when all Work for the Project shall be Substantially Complete and is the date assigned at the end of the Contract Time for the Project. See Article 1.1.46.

1.1.13 Construction Manager. The Construction Manager is a consultant to the District contracted to assist in Project planning, management and construction of the Project. If there is a Construction Manager, they may assist in various aspects of the Project including, but not limited to Monitoring the progress of the construction, reviewing and monitoring the schedule, progress of work, monitoring pay requests, facilitating communications, advising the District and its Board of Education on various aspects of the construction process, monitoring the RFI, COR, CCD, ICD, RFP, Claims, Disputes and other Project related processes.

1.1.14 Contract or Agreement when the terms are used in these General Conditions shall be references to the Contract Documents as defined herein.

1.1.15 The Contract Documents (sometimes referred to as Construction Documents) consist of the Agreement between District and Contractor (hereinafter the Agreement or Contract), Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to bid, instructions to bidders, notice to bidders, and the requirements contained in the Bid Documents, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is a written amendment to the Contract signed by parties, a Change Order, a Construction Change Directive, or a written order for a minor change in the Work issued by the Architect. The Contract Documents collectively form the Contract. The Contract represents the entire and integrated Agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a written Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind between the Architect and Contractor, between the District and any Subcontractor or Sub- subcontractor, or between any persons

GENERAL CONDITIONS

1.1.16 or entities other than the District and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

1.1.17 Contract Time is the time period specified in the Contract Documents in which the Project shall be completed. This is sometimes referred to a Contract Duration, or "time in which the Contractor has to complete the Project". See Article 8.1.1

1.1.18 Contractor, District, and Architect are those mentioned as such in the Agreement. They are treated throughout the Contract Documents as if they are of singular number and neuter gender. Any reference to "Owner" shall mean "District" or Wiseburn Unified School District.

1.1.19 Cure is the act of remedying a material failure to perform under the terms of the Contract Documents during the time provided to correct Contractor's Default. Specific time periods are provided to Cure and Correct a Contractor Default under Article 14 and for a Partial Default under Article 2.2 as well as elsewhere in the Contract Documents.

1.1.19 Days means calendar days unless otherwise specifically stated.

1.1.20 Default is a material breach of Contract. A Termination for Cause under Article 14 is a declaration of Default of the Contract and shall act as a demand upon the Surety to perform under the terms of the Performance Bond. Partial Defaults may also be tendered to the Surety at District's discretion. See Article 2.2.

1.1.21 Dispute. A dispute is a disagreement on terms or conditions of the Project where the Contractor's opinion of the Project, Payment, Change Order or Request for Proposal differs from that of the District or Architect. A dispute only rises to the level of a claim once the dispute is assembled with back-up documentation and presented for evaluation. See Article 4.6

1.1.22 District Representative is the person designated by the District to represent the District during the Construction for the Project. This District representative shall have the delegated authority as further defined in Article 1.1.2. This District representative may be an employee of the District, and may also include Construction Managers who shall have the authorities as set forth in Article 1.1.13. In some cases, the District and its Board may be assisted by a Construction Manager. When a Construction Manager is assisting the District, the Contractor, Architect, and Inspector shall have a primary contact with the District's Construction Manager who will advise the District.

1.1.23 Drawings or Plans are graphic and pictorial portions of the Contract Documents prepared for the Project and approved changes thereto, wherever located and whenever issued, showing the design, location, and scope of the Work, generally including plans, elevations, sections, details, schedules, and diagrams as drawn or approved by the Architect. Sometimes Drawings will also be included in Addenda, Change Orders, and Specifications.

1.1.24 DSA is the Division of State Architect. DSA is the agency that provides design and construction oversight for K-12 Schools, Community Colleges, and State Funded Charter School Projects. DSA is the responsible agency for this Project and Contractor has submitted a bid for the Project since Contractor is familiar with Contractor's responsibilities under the DSA requirements more thoroughly set forth at Title 24 of the California Code of Regulations. Contractor agrees to abide by the jurisdiction of

GENERAL CONDITIONS

1.1.25 DSA and shall construct the Project to conform with the approved plans, specifications, Addenda, and Change Orders (inclusive of approved CCD's and ICD's issued by the District pending CCD approval). The DSA website is at <http://www.dgs.ca.gov/dsa>.

1.1.26 Emergency shall be defined as a sudden, unexpected occurrence, involving a clear and imminent threat to the continuation of school classes, a critical path delay that will result in not being able to occupy the school when students arrive to use the facility, danger from the facility or from outside the facility, Act of God, or other action which requires immediate action to prevent or mitigate loss of, or damage to, life, health, property, or essential public services.

1.1.27 [Reserved]

1.1.28 Immediate Change Directive (ICD) A written order prepared by the Architect and signed by the District and the Architect, directing a change in the Work where the Work must proceed immediately and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both. See Article 7.3

1.1.29 Inspector of Record (IOR) or Project Inspector (PI) is the individual retained by the District in accordance with Title 24 of the California Code of Regulations and who will be assigned to the Project

1.1.30 Notice of Non-Compliance (DSA Form 154) is a document issued by the Inspector if there is a deviation from the DSA approved Plans, Specifications, and Change Orders. See Article 7.1.2.

1.1.31 Payment Application or Certificate of Payment is the Contractor's certified representation of the actual level of Work performed on the Project. Payment Applications are sometimes also called "Certificates of Payment" and shall follow the Schedule of Values that are approved by the Architect, Inspector and District. See Article 9.3.

1.1.32 The Project is the complete construction of the Work performed in accordance with the Contract Documents.

1.1.33 The Project Manual is the volume assembled for the Work which may include, without limitation, the bidding requirements, sample forms, Conditions of the Contract, and Specifications.

1.1.34 Provide shall include "provide complete in place," that is "furnish and install complete."

1.1.35 Punch List is a list of minor repair items, prepared after the issuance of a Certificate of Substantial Completion, by the Inspector and Architect of Work required in order to complete the Contract Documents and ensure compliance with the DSA Approved Plans so the Project may be Closed Out. Issuance of the Retention Payment is dependent of the proper completion of the Punch List. See Article 9.9.

1.34.1 *Contractor's List of Punch Items* is a list of minor repair items the Contractor submits when the Contractor considers the Work Substantially Complete. Submission of this List of Incomplete Punch Items is the Contractor's representation that the project is Substantially Complete. See Article 9.9.1

GENERAL CONDITIONS

1.1.36 A Request for Information (RFI) is a written request prepared by the Contractor requesting the Architect to provide additional information necessary to clarify or amplify an item which the Contractor believes is not clearly shown or called for in the drawings or specifications, or to address problems which have arisen under field conditions. See Article 7.4.

1.1.37 A Request for Proposal (RFP) is a written request prepared by the Architect (and/or CM) requesting the Contractor to submit to an estimate of the effect of a proposed change on the Contract Price and (if applicable) the Contract Time. See Article 7.5.

1.1.38 Safety Orders are those issued by any city, county, state or federal agency having jurisdiction over the Project.

1.1.39 Schedule is the Contractor's view of the practical way in which the Work will be accomplished. See. Article 8 of the General Conditions.

1.1.40 Schedule of Values is a detailed breakdown of the Contract Price for each Project, building, Phase of Work or Site as determined by the District. This Schedule of Values shall adequately detail the price for the Work so Progress Payments Applications can be meaningfully reviewed by the Inspector, Architect of Record, Engineer of Record, and District. (See Article 9.2)

1.1.41 Separate Contracts are Contracts that the District may have with other Contractors, vendors, suppliers, or entities to perform Work on the Project. This may include, but is not limited to Multi-Prime Trade Contractors, furniture installers, testing agencies, clean-up contractors, or network or low voltage contractors. Contractor shall plan for certain other contractors that may also be working on the Project site and address these other contractors in Contractor's Schedule. See Article 6.

1.1.42 Site refers to the grounds of the Project as defined in the Contract Documents and such adjacent lands as may be directly affected by the performance of the Work.

1.1.43 The Specifications are that portion of the Contract Documents consisting of the written requirements for material, equipment, construction systems, instructions, quality assurance standards, workmanship, and performance of related services.

1.1.44 Standards, Rules, and Regulations referred to are recognized printed standards and shall be considered as one and a part of these specifications within limits specified. Federal, state and local regulations are incorporated into the Contract Documents by reference.

1.1.45 Stop Work Order, or an Order to Comply, is issued when either (1) the Work proceeds without DSA approval; (2) the Work proceeds without a DSA Inspector of Record, or (3) where DSA determines that the Work is not being performed in accordance with applicable rules and regulations, and would compromise the structural integrity of the Project or would endanger lives. If a Stop Work Order is issued, the Work in the affected area shall cease until DSA withdraws the Stop Work Order. Pursuant to Education Code Section 17307.5(b) and Education Code Section 81133.5, the District shall not be held liable in any action filed against the District for any delays caused by compliance with the Stop Work Order

GENERAL CONDITIONS

1.1.46 Subcontractor, as used herein, includes those having direct or indirect contracts with Contractor and ones who furnished ancillary services, material or services for a special design according to plans, drawings, and specifications of this Work.

1.1.47 Substantial Completion is not reached unless and until each of the following three (3) conditions have been met: (1) all contractually required items have been installed with the exception of only minor and Incomplete Punch Items (See Article 9.9.1.1); (2) All Fire/Life Safety Systems have been installed, and are working and signed off on the DSA Form 152 Inspection Card, all building systems including mechanical, electrical and plumbing are all functioning; and (3) the Project is fit for occupancy and its intended use. For the purposes of this Contract, any references to Completion Date means Substantial Completion Date.

1.1.48 Substitution is a change in product, material, equipment, or method of construction from those required by the Construction Documents proposed by the Contractor. For this Project, a Substitution is subject to the filing of a Construction Substitution Request Form at the time of bid and meeting the requirements of Article 3.10.

1.1.49 Supplementary Conditions or Special Conditions are terms that are sometimes used interchangeably. In this set of General Conditions, the term used shall be Supplementary Conditions. However, specifications or other documents may reference Special Conditions, which shall mean the same and Supplementary Conditions.

1.1.50 Surety is the person, firm, or corporation that executes as a bid bond, payment bond or performance bond guarantor on the Contractor's Bid, Contractor's Performance on the Contract and Payment of the Contractor's subcontractors, material suppliers, vendors and labor on the Project. The Surety is bound to the same extent as the Contractor is bound once a Default occurs. A default includes a Termination for Substantial Failure to Perform under Article 14, but also includes any breach of Contract and is subject to the requirements and responsibilities as set forth in the Performance Bond.

1.1.51 Work shall include all ancillary services, materials, services and equipment necessary for the Contractor to fulfill all of its obligations pursuant to the Contract Documents. It shall include the initial obligation of any Contractor or Subcontractor who performs any portion of the Work, to visit the Site of the proposed Work (a continuing obligation after the commencement of the Work), to fully acquaint and familiarize itself with the conditions as they exist and the character of the operations to be carried out under the Contract Documents, and make such investigation as it may see fit so that it shall fully understand the facilities, physical conditions, and restrictions attending the Work under the Contract Documents. Each such Contractor or Subcontractor shall also thoroughly examine and become familiar with the Drawings, Specifications, and associated Contract Documents and bid documents before preparing and submitting any bid.

1.1.52 Workers include service personnel, workers, and mechanics.

1.2 **EXECUTION, CORRELATION AND INTENT**

1.2.1 Correlation and Intent

1.2.1.1 *Documents Complementary and Inclusive.* The Contract Documents are complementary and are intended to include all items required for the proper execution and completion of the

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Work. All Contract Documents form the Contractor's Contract with the District. Any item of Work mentioned in the Specifications and not shown on the Drawings, or shown on the Drawings and not mentioned in the Specifications, shall be provided by Contractor as if shown or mentioned in both. The Contractor is bound to provide the Work complete and is under a legal duty to carefully study plans and schedule operations well ahead of time and identify inconsistencies with the plans and specifications and call such inconsistencies to the attention of the Architect or Registered Engineer through the Inspector under Article 4-343(b) of Title 24.

1.2.1.2 *Work to be Complete.* Contractor has thoroughly studied the Contract Documents and understands that the District contracted with Contractor to provide a complete Project which means complete systems and buildings. Work includes, but is not limited to materials, workmanship, and manufacture of fabrication of components for the Project.

1.2.1.3 *Coverage of the Drawings and Specifications.* The Drawings and Specifications generally describe the Work to be performed by Contractor. Generally, the Specifications describe Work which cannot be readily indicated on the Drawings and indicate types, qualities, and methods of installation of the various materials and equipment required for the Work. It is not intended to mention every item of Work in the Specifications, which can be adequately shown on the Drawings, or to show on the Drawings all items of Work described or required by the Specifications even if they are of such nature that they could have been shown. All materials or ancillary services for Work, which is shown on either the Drawings or the Specifications (or is reasonably inferable therefrom as being necessary to complete the Work), shall be provided by the Contractor.

1.2.1.4 *Conflicts.* In the event there is a discrepancy between the various Contract Documents, it is intended that the more stringent, higher quality, and greater quantity of Work shall apply.

1.2.1.5 *Conformance with Laws.* Each and every provision of law required by law to be inserted in this Contract shall be deemed to be inserted herein, and the Contract shall be read and enforced as though it were included herein, even if through mistake or otherwise any such provision is not inserted, or is not correctly inserted.

Before commencing any portion of the Work, Contractor shall check and review the Drawings and Specifications for such portion for conformance and compliance with all laws, ordinances, codes, rules and regulations of all governmental authorities and public and municipal utilities affecting the construction. (See Title 24 Section 4-343)

The Contractor shall bear all expenses of correcting Work done contrary to said laws, ordinances, rules, and regulations if the Contractor performed same (1) without first consulting the Architect for further instructions regarding said Work or (2) disregarded the Architect's instructions regarding said Work.

1.2.1.6 *[Reserved]*

1.2.1.7 *Typical Parts and Sections.* Whenever typical parts or sections of the Work are completely detailed on the Drawings, and other parts or sections which are of the same construction are shown in outline only, the complete or more detailed shall apply to the Work which is shown in outline.

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1.2.1.8 *Dimensions.* Dimensions of Work shall not be determined by scale or rule. Figured dimensions shall be followed at all times. If figured dimensions are lacking on Drawings, Architect shall supply them on request. The Architect's decisions on matters relating to aesthetic effect will be final.

1.2.2 Addenda and Deferred Approvals

1.2.2.1 *Addenda* are the changes in specifications, drawings, Contract Documents, and plans which have been authorized in writing by the District or Architect, and which alter, explain, or clarify the Contract Documents. Addenda shall govern over all other Contract Documents. Subsequent addenda issued shall govern over prior addenda unless otherwise specified in the addenda.

1.2.2.2 *Deferred Approvals.* Deferred Approvals are Submittals that are reviewed by the Architect (or Engineer of Record) and submitted to DSA for approval based on thorough detailing of manufacturer and Project specific design. See Article 3.9.1 and 3.9.3. Contractor is responsible for all Deferred Approval requirements set forth in the Contract Documents. Contractor is responsible to comply with all laws, building codes, Title 24 and regulations necessary to obtain all necessary approvals, including those required from the Division of the State Architect ("DSA") and the State Fire Marshall. Contractor shall not be granted an extension of time for failure to plan, schedule for and obtain necessary approvals. Contractor shall Schedule all deferred approval items in the Baseline Schedule and Schedule Updates under Article 3.9.6

1.2.2.3 [Reserved]

1.2.3 Rules of Document Interpretation

1.2.3.1 If Contractor observes that Drawings and Specifications are in conflict, Contractor shall, prior to commencing work, notify the Architect in writing for the purposes of obtaining an interpretation of the Contact Documents.

1.2.3.2 In the case of conflict or inconsistencies, the order of precedence shall be as follows:

- a. General Conditions take precedence over Drawings and Specifications.
- b. Supplemental Conditions and Special Conditions take precedence over General Conditions.
- c. The Agreement Form shall take precedence over the Supplemental Conditions and Special Conditions.
- d. In the case of disagreement or conflict between or within Specifications, and Drawings, the more stringent, higher quality, and greater quantity of Work shall apply.
- e. Addenda shall take precedence over Drawings and Specifications.
- f. General Conditions shall take precedence over Addenda

GENERAL CONDITIONS

- g. Drawings and Specifications take precedence over the Soils Report

1.3 OWNERSHIP AND USE OF ARCHITECT'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

The Drawings, Specifications, and other Contract Documents for the Project are the property of the District and/or Architect pursuant Contract requirements between the District and Architect. Neither the Contractor nor any Subcontractor, or material or equipment supplier shall own or claim a Copyright in the Drawings, Specifications, and other documents prepared by the Architect. DISTRICT

1.4 INFORMATION AND SERVICES REQUIRED OF THE DISTRICT

1.4.1 Utilities

1.4.1.1 *Location of Point of Connection.* The locations shown for the point of connection are approximate. It shall be the responsibility of the Contractor to determine the exact location of all service connections.

1.4.1.2 *Regional Notification Center.* Contractor, except in an emergency, shall contact the appropriate regional notification center at least two (2) working days prior to commencing any excavation if the excavation will be conducted in an area or in a private easement which is known, or reasonably should be known, to contain subsurface installations other than the underground facilities owned or operated by the District, and obtain an inquiry identification number from that notification center. See Government Code Section 4216.3. No excavation shall be commenced and carried out by the Contractor unless such an inquiry identification number has been assigned to the Contractor or any subcontractor of the Contractor and the District has been given the identification number by the Contractor. Any damages arising from failure to make appropriate regional notification shall be at the sole risk of Contractor. Contractor shall solely be responsible for any fines, penalties or damages for violation of this Article and Government Code Section 4216.6 or 4216.7. Any delays caused by failure to make appropriate regional notification shall be at the sole risk of Contractor and shall not be considered for extension of time pursuant to Paragraph 8.4.

1.4.1.3 *Utilities - Removal and Restoration.* The District has endeavored to determine the existence of utilities at the Site of the Work from the records of the District of known utilities in the vicinity of the Work. The positions of these utilities as derived from such records are shown in the Contract Documents. Thus, the locations of the Main or trunk lines located on the Drawings are approximate locations and not exact.

No Excavations were made to verify the locations shown for underground Utilities

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ARTICLE 2 DISTRICT

2.1 [Reserved]

2.2 DISTRICT'S RIGHT TO CARRY OUT THE WORK DUE TO PARTIAL DEFAULT IN A SPECIFIC SEGREGATED AREA OF WORK (TWO (2) BUSINESS DAY NOTICE TO CURE AND CORRECT)

If the Contractor Defaults or neglects to carry out the Work in accordance with the Contract Documents, the District may provide a two (2) business day written notice to cure (a shorter period of time in the case of Emergency or a critical path delay as defined in Article 2.2.1) Contractor's Partial Default in a specific segregated area of work. The District's right to issue a Partial Default of the Contractor's Work and take over that segregated area of Work includes, but is not limited to:

1. Failure to supply adequate workers on the entire Project or any part thereof;
2. Failure to supply a sufficient quantity of materials;
3. Failure to perform any provision of this Contract;
4. Failure to comply with safety requirements, or due to Contractor is creation of an unsafe condition;
5. Cases of bona fide emergency;
6. Failure to order materials in a timely manner;
7. Failure to prepare deferred-approval items or Shop Drawings in a timely manner;
8. Failure to comply with Contractor's Baseline or Update Schedule, meet critical Milestones which would result in a Delay to the Critical Path, or Delay the Contract Time;
9. Failure to comply with the Subletting and Subcontracting Fair Practices, Public Contract Code section 4100, et seq.
10. Failure to meet the requirements of the American's with Disabilities Act;
11. Failure to complete Punch List work;
12. Failure to proceed on an Immediate Change Directive
13. Failure to correct a Notice of Deviation

If during the two (2) business day period, the Contractor fails to Cure and correct the deficiency

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noted in the notice of Partial Default with diligence and promptness, the District may correct such deficiencies without prejudice to other remedies the District may have, including a Termination for Cause as set forth in Article 14. If there are inadequate funds remaining the Project balance or in the Retention Escrow to address at least 150% of the costs set forth in the Article 2.2 notice, the District may copy the Surety on the written notice of Partial Default. If a notice to the Surety is provided, except in the cases of Emergency or Critical Path Delay, the Surety has the option to take over and complete the Work described in the written notice if Surety personally delivers notice to District that it intends to perform such work. In the case where written notice has been provided, the District shall allow Surety seven (7) days to perform the Work.

2.2.1 Service of Notice of Partial Default with Right to Cure

A written notice of Partial Default and right to Cure under Article 2.2 (“Article 2.2 Notice” or “Notice of Partial Default”) shall be served by facsimile (with a copy provided by e-mail to the e-mail address provided on the Bid submitted and copied to the Project Superintendent).

2.2.2 Shortened Time for Partial Default in the Case of Emergencies.

In an Emergency situation, the District may correct any of the deficiencies described in Article 2.2 without prejudice to other remedies by providing service of written notice of Emergency requiring a shortened time for Partial Default specifying the time given to Cure, if any.

2.2.3 Shortened Time for Partial Default in the Case of Critical Path Delay

In the case of critical path delay, the District may correct any of the deficiencies described in Article 2.2 without prejudice to other remedies providing service of written notice of Critical Path Delay to the Contractor with a specific description of the critical path delay items noting the line item or area of Work that is on the Critical Path and prescribe the length of shortened time to Cure, if any.

2.2.4 Written Notice of Partial Default to be Deducted by Deductive Change Order

The District shall have the right to determine the reasonable value of the Article 2.2 Partial Default Work, or if there is an actual value for the Work, shall use that value and issue a Deductive Change Orders under Article 7.7.4.

ARTICLE 3 THE CONTRACTOR

3.1 SUPERVISION AND CONSTRUCTION PROCEDURES

3.1.1 Contractor

The Contractor shall continually supervise and direct the Work using the Contractor’s best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, procedures; and shall coordinate all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. The Contractor shall not perform the Work without utilizing the Contract Documents or, where required, approved Submittals, Shop Drawings, or Samples for any such portion of the Work. If any of the Work is performed by contractors retained directly by the District, Contractor shall be responsible for the coordination and sequencing of the work of those other contractors so as to avoid any impact on the Project Schedule pursuant to the requirements of Article 6 and Article 8. Specific duties of the Contract

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shall include those set out in Section 43 of Title 21 of the California Code of Regulations and Section 4-343 of Title 24 of the California Code of Regulations. These duties include, but are not limited to the following:

1. *Responsibilities.* It is the duty of the Contractor to complete the Work covered by his or her Contract in accordance with the approved Plans and Specifications. The Contractor in no way is relieved of any responsibility by the activities of the Architect, Engineer, Inspector or DSA in the performance of their duties.
2. *Performance of the Work.* The Contractor shall carefully study the approved Plans and Specifications and shall plan its schedule of operations well ahead of time. If at any time it is discovered that work is being done which is not in accordance with the approved plans and specifications, the Contractor shall correct the Work immediately.

3.1.2 Contractor Responsibility to Study the Plans and Specifications

All inconsistencies or timing or sequences which appear to be in error in the Plans and Specifications shall promptly be called to the attention of the Architect or, Engineer, for interpretation or correction. Local conditions which may affect the structure shall be brought to the Architect's attention at once. In no case, shall the instruction of the Architect be construed to cause work to be done which is not in conformity with the approved plans, specifications, change orders, construction change directives, and as required by law. (See Title 24 Section 4-343)

3.1.3 All Work Under the Direction of Inspector

Pursuant to Title 24 requirements, the Contractor shall not carry on Work except with the knowledge of the Inspector. (See Title 24 generally)

3.1.4 Contractor to Establish Timing and Protocol with Inspector

Contractor shall establish a protocol for requesting inspection with Inspector so as to not delay the Work and provide adequate time for the Inspector to perform inspection. If such a protocol is not established ahead of time, Inspector may utilize the time criteria set by Title 24 of 48 hours in advance of submitting form DSA 156 for each new area. DSA requirements under PR 13-01 specifically gives the Special Inspector fourteen (14) days to post to the DSA website. Contractor is responsible for delays and for failure to plan.

For some Projects, there may be a need to incrementally install certain assemblies. It is up to Contractor to identify areas and assemblies that may be constructed incrementally. Contractor must identify and establish incremental areas of construction and establish protocols with Inspector for DSA 152 approvals so they may be presented to DSA. See PR-13 item 1.17 for further discussion.

3.1.5 Verified Reports

The Contractor shall make and submit to the office from time to time, verified reports as required in Title 24 Section 4-366. As part of the Close-Out of the Project (see Article 9.9), Contractor shall be required to execute a Form 6-C as required under Title 24 Sections 4-343.

Contractor shall fully comply with any and all reporting requirements of Education Code Sections 17315, et seq., in the manner prescribed by Title 24, as applicable.

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3.1.6 Contractor Responsibility

The Contractor shall be responsible to the District for acts and omissions of the Contractor's employees, Subcontractors, material and equipment suppliers, and their agents, employees, invitees, and other persons performing portions of the Work under direct or indirect contract with the Contractor or any of its Subcontractors.

3.1.7 Obligations not Changed by Architect's Actions

The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract or by tests, inspections, or approvals required or performed by persons other than the Contractor.

3.1.8 Acceptance/Approval of Work

The Contractor shall be responsible to determine when any completed portions of the Work already performed under this Contract or provided pursuant to Article 6 are suitable to receive subsequent Work thereon.

3.2 SUPERVISION

3.2.1 Supervision

Unless personally present on the Project site where the Work is being performed, the Contractor shall keep on the Work at all times during its progress a competent, English speaking construction Superintendent satisfactory to the District. The Superintendent shall represent the Contractor in its absence and shall be fully authorized to receive and fulfill any instruction from the Architect, the Inspector, the District or any other District representative (including CM in the cases where the District has a CM representative). All Requests for Information shall be originated by the Superintendent and responses thereto shall be given to the Superintendent. The Superintendent shall have authority to bind Contractor through the Superintendent's acts. The Superintendent shall represent the Contractor, and communications given to the Superintendent shall be binding on the Contractor. Before commencing the Work, Contractor shall give written notice to District (and CM representative) and Architect of the name and a Statement of Qualifications of such superintendent. If superintendent proves to be unsatisfactory to Contractor and ceases to be in its employed, Contractor shall notify District and Architect in writing. A replacement superintendent must be approved by the District prior to performing additional work.

3.2.2 Staff

Notwithstanding other requirements of the Contract Documents, the Contractor and each Subcontractor shall: (1) furnish a competent and adequate staff as necessary for the proper administration, coordination, supervision, and superintendence of its portion of the Work; (2) organize the procurement of all materials and equipment so that the materials and equipment will be available at the time they are needed for the Work; and (3) keep an adequate force of skilled and fit workers on the job to complete the Work in accordance with all requirements of the Contract Documents.

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3.2.3 Right to Remove

District shall have the right, but not the obligation, to require the removal from the Project of any superintendent, staff member, agent, or employee of any Contractor, Subcontractor, material or equipment supplier.

3.3 ANCILLARY SERVICES AND MATERIALS

3.3.1 Contractor to Provide

Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for ancillary services, material, equipment, tools, construction equipment and machinery, water, heat, air conditioning, utilities, transportation, and other facilities, services and permits necessary for proper execution and completion of the Work whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

3.3.2 Quality

Unless otherwise specified, all materials and equipment to be permanently installed in the Project shall be new and shall be of the highest quality or as specifically stated in the Contract Documents. The Contractor shall, if requested, furnish satisfactory evidence as to kind and quality of all materials and equipment within ten (10) days of a written request by the District, including furnishing the District with bona fide copies of invoices for materials or services provided on the Project. All ancillary services shall be performed by workers skilled in their respective trades, and shall be of the same or higher quality as with the standards of other school construction.

3.3.3 Replacement

Any work, materials, or equipment, which do not conform to these requirements or the standards set forth in the Contract Documents, may be disapproved by the District, in which case, they shall be removed and replaced by the Contractor at no additional cost or extension of time to the District.

3.3.4 Discipline

The Contractor shall enforce strict discipline and good order among the Contractor's and Subcontractor's employees, and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. As used in this subsection, "unfit" includes any person who the District concludes is improperly skilled for the task assigned to that person, who fails to comply with the requirements of this article, or who creates safety hazards which jeopardize other persons and/or property.

3.3.5 Fingerprinting (Applicable at the time Project is Occupied and on all Projects where Workers will come in Contact with Pupils, such as Modernization Projects)

If applicable, Contractor shall comply with the applicable provisions of Education Code Section 45125.1 in a method as determined by the District. Pursuant to Education Code section 45125.1, Contractor shall either conduct criminal background checks of all employees of Contractor assigned to the Project site, and shall certify that no employees who have been convicted of serious or violent felonies, as specified in Education Code Section 45125.1, will have contact with pupils, by utilizing the Certification Regarding Background Checks and the corresponding Attachment "A" as found in the Contract

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Documents or shall be separated by a physical barrier from students.

If it is determined that Contractor must provide certification of employees, as part of such certification, Contractor must provide the District with a list of all employees providing services pursuant to this Agreement, and designate which sites such employees will be assigned. In performing the services set forth in this Agreement, Contractor shall not utilize any employees who are not included on the above-referenced list.

At District's sole discretion, District may make a finding, as authorized under Education Code section 45125.1, that Contractor's employees will have only "limited contact" with pupils. Contractor's failure to comply with this law shall be considered a material breach of this Agreement upon where this Agreement may be terminated, at District's sole discretion, without any further compensation to Contractor.

In the case of new construction Projects where there are no students, if the Project Schedule provides for Beneficial Occupancy or portions of the Project or if the Project should be delayed, then Contractor, at no additional costs, shall meet the requirements of either fingerprinting or providing a physical barrier as required by the District.

3.3.6 Noise, Drugs, Tobacco, and Alcohol

Contractor shall take all steps necessary to insure that employees of Contractor or any of its subcontractors' employees do not use, consume, or work under the influence of any alcohol, tobacco or illegal drugs while on the project. Contractor shall further prevent any of its employees or its subcontractor employees from playing any recorded music devices or radios or wearing any radio headphone devices for entertainment while working on the project. Likewise, Contractor shall prevent its employees or subcontractor's employees from bringing any animal onto the project. Contractors shall not violate any written school policies.

3.3.7 Delivery of Material

Contractor shall place orders for materials or equipment so that the Work may be completed in accordance with the Construction schedule for the Work as set forth in Article 8 of this Agreement. Contractor shall, upon demand from the Architect, furnish to the Architect documentary evidence including, but not limited to purchase orders, invoices, bills of materials, work orders and bills of lading, showing that orders have been placed. Contractor shall have a system to receive materials and to ensure that the proper materials are being delivered, including in the case of critical materials to the Project, checking the delivery against Shop Drawings and ensuring that the materials meet the requirements of not only the plans and specifications, but also the approved Shop Drawings and Submittals and in conformance with Contractor's plan for delivery of materials (including but not limited to Contractor's representations in the Schedules for the Project and Contractor's equipment and materials schedule under Article 3.7.2.2). Contractor shall be responsible for all costs of accepting non-conforming materials delivered to the Project given Contractor's responsibilities and system for acceptance of deliveries. Contractor shall notify Inspector and District Representative (including CM) as early as possible, in writing, of the delivery of materials for the Project. The deliveries shall include documentation identifying the shipment sufficiently so that the Inspector, Architect or District Representative (including CM) may review the materials that are received.

Under no circumstances shall materials be delivered to the Project site that are meant for another Project.

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3.3.8 Liens and Other Security Interests of Subcontractors and Material Suppliers

No material, supplies, or equipment for the Work shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by seller or supplier. Contractor warrants good title to all material, supplies, and equipment installed or incorporated in Work and agrees upon completion of all Work to deliver premises, together with all improvements and appurtenances constructed or placed thereon by it, to District free from any claims, security interests, liens, or charges. Contractor further agrees that neither it nor any person, firm, or corporation furnishing any materials or ancillary services for any Work covered by this Contract shall have any right to place a lien upon the premises or any improvement or appurtenance thereof, except that Contractor may install metering devices or other equipment of a utility company or political subdivision, title to which is commonly retained by the utility company or political subdivision. In event of installation of any such metering device or equipment, Contractor shall advise District as to its owner within five (5) days of such installation in writing, prior to making the installation.

Contractor agrees to indemnify, defend and hold the District harmless from any liens, stop notices, or assertion of security interests, including judgments and levies. If after written notice Contractor fails to address the lien, stop notice, or other security interest, the District may proceed to address the lien, stop notice or claim and seek reimbursement from Contractor.

3.3.8.1 *Stop Notice Releases.* All Stop Notice Releases shall be notarized and either executed by the same person who filed the Stop Notice or from an officer of the Trade Contractor or manager of Trade Contractor authorized to release Stop Notices.

3.3.9 Title to Materials

The title to new materials or equipment for the Work of this Contract shall remain with Contractor until incorporated in the Work of this Contract until Final Acceptance of the Project; no part of said materials shall be removed from its place of storage, and Contractor shall keep an accurate inventory of all said materials and equipment in a manner satisfactory to the District or its authorized representative. Responsibility for materials remains with Contractor and Contractor shall replace materials in case of loss. District similarly may pay for materials stored off site, but Contractor shall remain responsible for the materials that are stored off site.

3.3.10 [Reserved]

3.3.11 Noise Control

The Contractor shall be responsible for the installation of noise reducing devices on construction equipment. Contractor shall comply with the requirements of the city and county having jurisdiction with regard to noise ordinances governing construction sites and activities. If school is in session at any point during the progress of the Project, and, in the District's reasonable discretion, the noise from such Work disrupts or disturbs the students or faculty or the normal operation of the school, at the District's request, the Contractor shall schedule the performance of all such Work around normal school hours or make other arrangements so that the Work does not cause such disruption or disturbance. There are specific periods of testing at operational schools and it is critical that Contractor control noise during periods of testing. In no event shall Contractor have a right to receive additional compensation or an extension to the Contract time as a result of any such rescheduling or the making of such arrangements. These controls shall be implemented during site preparation and construction. All noise

GENERAL CONDITIONS

related issues, including school operations, and noise during testing should be detailed in the Schedule provided pursuant to Article 8

3.4 WARRANTY

The Contractor warrants to the District and Architect that material and equipment furnished under the Contract will be of the highest 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, may be considered defective. Contractor's warranty to District includes, but is not limited to, the following representations:

1. In addition to any other warranties provided elsewhere, Contractor shall, and hereby does, warrant all Work after the date of Notice of Completion of Work by District and shall repair or replace any or all such Work, together with any other Work, which may be displaced in so doing that may prove defective in workmanship or materials within a one (1) year period from date of Final Completion which shall be no later than the final date of Punch List as noted at Article 9.11) without expense whatsoever to District, ordinary wear and tear, unusual abuse or neglect excepted. District will give notice of observed defects with reasonable promptness. Contractor shall notify District upon completion of repairs.
2. In the event of failure of Contractor to comply with above mentioned conditions within one week after being notified in writing, District is hereby authorized to proceed to have defects repaired and made good at expense of Contractor who hereby agrees to pay costs and charges therefore immediately on demand.

3.4 This Article does not in any way limit the guarantee on any items for which a longer warranty is specified or on any items for which a manufacturer gives a guarantee for a longer period. Contractor shall furnish District all appropriate guarantee or warranty certificates upon completion of the project.

3.5 TAXES

Contractor will pay all applicable Federal, State, and local taxes on all materials, ancillary services, or services furnished by it, and all taxes arising out of its operations under the Contract Documents. District is exempt from Federal Excise Tax, and a Certificate of Exemption shall be provided upon request.

3.6 PERMITS, FEES AND NOTICES

3.6.1 Payment

The Contractor shall secure and pay for all permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work which are necessary after execution of the Contract and are legally required by any authority having jurisdiction over the Project, except those required by the Division of the State Architect (DSA). District shall be responsible for all testing and inspection as required by the DSA on-site or within the distance limitations set forth in Paragraph 13.5.2, unless a different mileage range is specified in the Supplemental Conditions.

GENERAL CONDITIONS

3.6.1.1 *DSA Fees.* DSA policy is to charge CCD review fees for processing and approval of changes in the plans and specifications through the Construction Change Directive process. Contractor is specifically directed to the current DSA IR A-30 which provides fee structure and charges that will be incurred for proceeding is with respect to the CCD process, a process that must be followed for each change in the Plans and Specifications.

3.6.2 Compliance

The Contractor shall comply with and give notices required by any law, ordinance, rule, regulation, and lawful order of public authorities bearing on performance of the Work. Specifically, the Division of State Architect provides State oversight of the Project and enforcement of Title 24 rules and regulations. Contractor is directed to the DSA website at <http://www/dgs/ca/gov/dsa/home>. There will be local governmental oversight from City, County or both. Finally, Regional Water Quality Control Board, State Fire Marshall, local fire marshal, Department of Industrial Relations, Department of Labor Standards Enforcement, and Air Quality Management District (Local and State) are some of the agencies that provide oversight and may require specific permits, fees, or provide oversight over the Project. Contractor represents understanding and specialized knowledge of the rules governing school districts and Contractor shall maintain compliance over the applicable rules and will file all documents required in order to ensure compliance with State, local, and other rules that apply to the Project.

3.7 **SUBMITTALS REQUIRED AT THE COMMENCEMENT OF THE PROJECT**

3.7.1 Requirements Within Ten (10) Calendar Days:

Within ten (10) calendar days after Notice to Proceed, Contract shall submit the

- 3.7.1.1 Detailed Schedule of Values (See Article 9.2)
- 3.7.1.2 Submittal Listing and Schedule for Submittals
- 3.7.1.3 Critical Path Schedule (See Article 8)

3.7.2 Requirements Within Thirty-Five (35) Calendar Days

Unless otherwise shortened by the Contract Documents, within thirty-five (35) calendar days after Notice to Proceed, Contractor shall submit the following:

3.7.2.1 *All Submittals for the Project* except those specifically agreed upon by District and Architect, in writing, and shall be specifically incorporated into the Submittal section of the Schedule so as to not delay the Work. The agreement to allow a later Submittal does not mean that Article 3.3.7 is waived.

3.8 **DOCUMENTS, SAMPLES, AND COMPUTER AT THE SITE**

The Contractor shall maintain at the Site for the District one current copy of the California Building Code, Titles 19 and 24 of the California Code of Regulations, any other document required by DSA, and one record copy of the Drawings, Specifications, Addenda, Change Orders, and other Modifications, in good order and marked currently to record changes and selections made during construction. In addition, the Contractor shall maintain at the Site approved Shop Drawings, Product

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Data, Samples, and similar required Submittals. These documents shall be available to the Architect and shall be delivered to the Architect for delivery to the District upon completion of the Work.

Contractor shall have an operational computer with internet access so Contractor can review and post documents as required for the Project, including but not limited to the filing and posting of DSA required documents for the Project.

Contractor shall be prepared to post and review documents posted to the DSA Project website.

3.9 SUBMITTALS INCLUDING SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

3.9.1 Definitions

3.9.1.1 *Deferred Approvals.* Approval of certain aspects of the construction may be deferred until the construction Contract has been awarded. To facilitate the design process, DSA grants deferred approval to the design and detailing of certain elements of the Project at the request of the Architect or Engineer of Record. Design elements that may be deferred may include, but are not limited to Access floors, Bleachers, Elevator guide rails and related elevator systems, Exterior wall systems - precast concrete, glass fiber reinforced concrete, etc. , Skylights, Window wall systems, storefronts, Stage rigging, and other systems as noted in the Contract Documents. (Also see Article 1.2.2 and 3.9.3)

3.9.1.2 *Shop Drawings.* The term “Shop Drawings” as used herein means drawings, diagrams, equipment or product schedules, and other data, which are prepared by Contractor, Subcontractors, manufacturers, suppliers, or distributors illustrating some portion of the Work, and includes: illustrations; fabrication, erection, layout and setting drawings; manufacturer’s standard drawings; schedules; descriptive literature, instructions, catalogs, and brochures; performance and test data including charts; wiring and control diagrams; and all other drawings and descriptive data pertaining to materials, equipment, piping, duct and conduit systems, and methods of construction as may be required to show that the materials, equipment, or systems and their position conform to the requirements of the Contract Documents.

3.9.1.3 *Manufactured* applies to standard units usually mass-produced, and “Fabricated” means items specifically assembled or made out of selected materials to meet individual design requirements. Shop drawings shall: establish the actual detail of all manufactured or fabricated items, indicate proper relation to adjoining work, amplify design details of mechanical and electrical systems and equipment in proper relation to physical spaces in the structure, and incorporate minor changes of design or construction to suit actual conditions.

3.9.1.4 *Submittals* is a term used interchangeably and sometimes refers to Shop Drawings, Product Data, and Samples since all subcontractor submissions are tracked in a Submittal Log and may include any of the noted items. However, generally, a Submittal is a manufacturer's product information and product data including description, characteristics, size, physical characteristics, and requirements to prepare the jobsite for receiving of the particular manufactured item.

3.9.1.5 *Samples.* The term “samples” as used herein are physical examples furnished by Contractor to illustrate materials, equipment, or quality and includes natural materials, fabricated items, equipment, devices, appliances, or parts thereof as called for in the Specifications, and any other samples as may be required by the Architect to determine whether the kind, quality, construction, finish, color, and other characteristics of the materials, etc., proposed by the Contractor conform to the required characteristics of the various parts of the Work. All Work shall be in accordance with the approved

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samples.

3.9.2 Shop Drawings.

3.9.2.1 *When Shop Drawings Are Required.* Shop drawings are required for prefabricated components and for installation and coordination of these prefabricated components into the Project. In addition, Shop Drawings, are prepared to address the actual size and installation of components from various subcontractors and provides an opportunity for the Contractor to coordinate and address conflicts between the subcontracting trades.

3.9.2.2 *Shop Drawing Requirements.* The Contractor shall obtain and submit with Shop Drawings all seismic and other calculations and all product data from equipment manufacturers. "Product data" as used herein are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate a material, product, or system for some portion of the Work.

3.9.2.3 *Not a Reproduction of Architectural or Engineering Drawings.* The shop drawing are not a reproduction of the architectural or engineering drawings. Instead, they must show more detail than the Construction Documents and details the fabrication and/or installation of the items to the manufacturer's production crew or Contractor's installation crews.

3.9.2.4 *Shop Drawings Engineering Requirements:* Some shop drawings require an engineer stamp to be affixed on the drawings and calculations. In such cases, a current and valid engineering stamp shall be affixed by a California registered engineer. No out of State engineers shall stamp Shop Drawings. (See DSA IR A-18). In most cases, an engineer means California registered mechanical, structural, electrical or plumbing engineer. California Registered Civil Engineers will not be accepted for structural details unless specifically approved by DSA.

3.9.3 Deferred Approvals

Deferred approvals shall be submitted and processed to ensure all DSA and other governmental approvals are secured so as to not delay the Project. There may be additional requirements for deferred approvals at Division 1 of the Specifications. All deferred approvals shall be prepared by Contractor or Contractor's agent early enough so as to not delay the Project. Contractor is aware that Title 24 California Code of Regulations Section 4-317 have specific requirements for deferred approval as to governing agencies and as to the Architect and Engineer for the Project. As a result, any delay associated with the time for approval by applicable agencies or by the Architect or Architect's consultants shall be Contractor's. Contractor is required to comply with inclusion of Deferred Approvals in the Schedule as required under Article 3.9.6

3.9.3.1 *DSA Approvals Required Prior to Work.* No work on a deferred approval item may proceed on the components until DSA approval is received. Contractor has provided DSA approval time and allowed adequate time for any DSA revisions in Contractor's Schedule as required pursuant to Article 8.

3.9.4 Submittals and Samples

3.9.4.1 *Information Required With Submittals:* Manufacturer, trade name, model or type number and quantities: Information provided must be of sufficient detail to allow Architect and

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3.9.4.2 Engineer to compare the submitted item with the specified products and acceptable products listed, in the specification and addenda.

3.9.4.3 *Finish Characteristics:* The Architect reviews the available finishes and selects the appropriate finish, if the finish was not previously specified in the documents. The Contractor should confirm that finish requirements in the specification are being met by the product.

3.9.4.4 *Contractor Responsible for Jobsite Dimensions:* Some material is custom-fabricated to job conditions, requiring dimensions from the jobsite. These jobsite dimensions are provided by the Contractor as part of the Contractor's responsibilities for the Project and shall be provided prior to release of the product for manufacture. Contractor shall not rely on Architect or Engineers to provide jobsite dimensions.

3.9.5 Submittal Submission Procedure

3.9.5.1 *Transmittal Letter and Other Requirements.* All Submittals must be properly identified with the name of the Project and dated, and each lot submitted must be accompanied by a letter of transmittal referring to the name of the Project and to the Specification section number for identification of each item clearly stating in narrative form, as well as "clouding" on the submissions, all qualifications, departures, or deviations from the Contract Documents. Shop drawings, for each section of the Work shall be numbered consecutively and the numbering system shall be retained throughout all revisions. All Subcontractor submissions shall be made through the Contractor. Each drawing shall have a clear space for the stamps of Architect and Contractor.

3.9.5.2 *Copies Required.* Each Submittal shall include one (1) legible, reproducible (if electronic is available, electronic copies shall also be provided) and five (5) legible prints of each drawing or schedule, table, cut sheet, etc., including fabrication, erection, layout and setting drawings, and such other drawings as required under the various sections of the Specifications, until final acceptance thereof is obtained. Subcontractor shall submit copies, in an amount as requested by the Contractor, of: (1) manufacturers' descriptive data for materials, equipment, and fixtures, including catalog sheets showing dimensions, performance, characteristics, and capacities; (2) wiring diagrams and controls; (3) schedules; (4) all seismic calculations and other calculations; and (5) other pertinent information as required by the District or Architect. See also Division 1.

3.9.5.3 *Corrections.* The Contractor shall make all corrections required by Architect, District or CM and shall resubmit, as required by Architect or CM, corrected copies of Shop Drawings or new samples until approved. Contractor shall direct specific attention in writing or on resubmitted Shop Drawings to revisions other than the corrections required by the Architect on previous submissions. Professional services required for more than one (1) re-review of required Submittals of Shop Drawings, product data, or samples are subject to charge to the Contractor pursuant to Paragraph 4.5.

3.9.5.4 *Approval Prior to Commencement of Work.* No portion of the Work requiring a shop drawing or sample submission or other Submittal shall be commenced until the submission has been reviewed by Contractor and Architect (and CM, if applicable) and approved by Architect (and CM where applicable) unless specifically directed in writing by the Architect. All such portions of the Work shall be in accordance with approved Shop Drawings and samples.

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3.9.5.5 *District's Property.* All Submittals, Shop Drawings, computer disks, BIM modeling information, clash checks, schedules, annotated specifications, samples and other Submittals shall become the District's property upon receipt by the District or Architect.

3.9.6 Schedule Requirements for Submittals

Contractor shall obtain and shall submit all required Submittals (i.e. Shop Drawings, Deferred Approvals, Samples, etc.), in accordance with Contractor's "Schedule for Submission of Shop Drawings and Samples" as required in the scheduling portion of the General Conditions at Articles 8 and the Specifications with such promptness as to cause no delay in its own Work or in that of any other contractor or subcontractor.

3.9.6.1 *Consideration of Schedule.* Contractor has considered lead times, DSA or other agency governmental review times, Architect or Engineer review times, manufacturing seasons, and specific long lead procurement concerns for all submittals for the Project.

3.9.7 General Submittal Requirements

3.9.7.1 *Contractor Submittal Representations.* By submitting Shop Drawings, product data, samples, etc., the Contractor represents that it has determined and verified all materials, field measurements, catalog numbers, related field construction criteria, and other relevant data in connection with each such submission, and that it has checked, verified, and coordinated the information contained within such Submittals with the requirements of the Work and of the Contract Documents, including the construction schedule.

3.9.7.2 [Reserved].

3.9.7.3 *No Deviation from Contract Documents.* The submission of the Shop Drawings, product data, samples, etc., shall not deviate from the *requirements* of the Contract Documents including detailing and design intent which is specifically outlined in Contract Documents except as specifically authorized by the Architect or through an accepted substitution pursuant to Paragraph 3.10.4. All deviations from the Contract Documents shall be narratively described in a transmittal accompanying the Shop Drawings. However, Shop Drawings shall not be used as a means of requesting a substitution, the procedure for which is defined in Paragraph 3.10.4, "Substitutions."

3.9.7.4 [Reserved]

3.9.7.5 *Incomplete Submittals.* Any submission, which in Architect's opinion is incomplete, contains errors, or has been checked superficially, will be returned unreviewed by the Architect for resubmission by the Contractor.

3.9.7.6 [Reserved]

3.9.7.7 Extent of Review. In reviewing Shop Drawings, the Architect will not verify dimensions and field conditions. The Architect will review and approve Shop Drawings, product data, samples, etc., for aesthetics and for conformance with the design concept of the Work and the information in the Contract Documents. The Architect's review shall neither be construed as a complete check which relieves the Contractor, Subcontractor, manufacturer, fabricator, or supplier from responsibility for any deficiency that may exist or from any departures or deviations from the requirements of the Contract

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Documents unless the Contractor has, in writing, called the Architect's attention to the deviations at the time of submission. The Architect's review shall not relieve the Contractor or Subcontractors from responsibility for errors of any sort in Shop Drawings or schedules, for proper fitting of the Work, coordination of the differing subcontractor trades and Shop Drawings and Work which is not indicated on the Shop Drawings at the time of submission of Shop Drawings. Contractor and Subcontractors shall be solely responsible for any quantities which may be shown on the Submittals or Contract Documents.

3.10 SUBSTITUTIONS

3.10.1 Definition

A Substitution is a change in product, material, equipment, or method of construction from those required by the Construction Documents proposed by the Contractor. For this Project, a Substitution is subject to the filing of a Construction Substitution Request Form at the time of bid and meeting the requirements of this Article.

3.10.2 One Product Specified

Unless the Specifications state that no substitution is permitted, whenever the Contract Documents indicate any specific article, device, equipment, product, material, fixture, patented process, form, method, or type of construction or any specific name, make, trade name, or catalog number, with or without the words "or equal," such specification shall be deemed to be used for the purpose of facilitating description of the material, process, or article desired and shall be deemed to be followed by the words "or equal." Subject to the requirements of properly submitting a Substitution Request for as Addressed in Special Conditions, the Contractor may, unless otherwise stated, offer any material, process, article, etc., which shall be materially equal or better in every respect to that so indicated or specified ("Specified Item") and will completely accomplish the purpose of the Contract Documents.

3.10.3 Products Specified Which Are Commercially Unavailable

If the Contractor fails to make a request for substitutions for products, prior to the submission of its bid, and such products subsequently become commercially unavailable, the Contractor may request a substitution for such commercially unavailable item. The decision to grant this request is solely at the District's discretion. The written approval of the District, consistent with the procedure for Change Orders, shall be required for the use of a proposed substitute material. The District may condition its approval of the substitution upon the delivery to District of an extended warranty or other assurances of adequate performance of the substitution as well as an equitable deduction in the Contract price should the substituted item cost less than the Specified Item. All risks of delay due the approval of a requested substitution by the DSA, or any other governmental agency having jurisdiction, shall be on the requesting party. All additional costs, DSA review costs, all procurement and construction delays, and all costs for review by the Architect or its consultants shall be the responsibility of the Contractor and will be deducted from Contractor's pay request.

3.11 INTEGRATION OF WORK

3.11.1 Scope

The Contractor shall be responsible for cutting, fitting, or patching to complete the Work and to make all parts fit together properly. Contractor shall be responsible for ensuring that all trades are coordinated and scheduled so as to ensure the timely and proper execution of the work. When modifying

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existing work or installing new Work adjacent to existing work, Contractor shall match, as closely as conditions of Site and materials will allow, the finishes, textures, and colors of the original work, refinishing existing work at no additional cost to District. All cost caused by defective or ill-timed work shall be borne by Contractor. Contractor shall be solely responsible for protecting existing work on adjacent properties and shall obtain all required permits for shoring and excavations near property lines.

3.12 CLEANING UP

3.12.1 Contractor's Responsibility to Clean Up

Contractor at all times shall keep premises free from debris such as waste, dust, excess water, storm water runoffs, rubbish, and excess materials and equipment. Contractor shall not leave debris under, in, or about the premises, but shall promptly remove same from the premises and dispose of it in a lawful manner. Disposal receipts or dump tickets shall be furnished to the Architect within five (5) days of request.

Contractor shall remove rubbish and debris resulting from the Work on a daily basis. Contractor shall maintain the structures and Site in a clean and orderly condition at all times until acceptance of the project by the District. Contractor shall keep its access driveways and adjacent streets, sidewalks, gutters and drains free of rubbish, debris and excess water by cleaning and removal each day. All concrete, sidewalks, and paths of travel shall be broom cleaned daily.

3.12.2 General Final Clean-Up

Upon completion of Work, Contractor shall employ experience workers or professional cleaners for final cleaning. Clean each surface to the condition expected in a normal, commercial, building cleaning and maintenance program.

- a. Clean interior and exterior of buildings, including fixtures, equipment, walls, floors, ceilings, roofs, window sills and ledges, horizontal projections, and any areas where debris has collected, so surfaces are free from foreign material or discoloration;
- b. Clean the Project site. The grounds should be cleared of any Contractor equipment, raked clean of debris and trash removed. Sweep paved areas broom clean. Repair or replace any damaged materials. Replace any chipped or broken glass.
- c. Remove any and all stains.
- d. Remove labels that aren't permanent labels.
- e. Clean and polish all glass, plumbing fixtures, equipment, finish hardware and similar finish surfaces. Remove any glazing compounds

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- f. Remove temporary utilities, fencing, barricades, planking, sanitary facilities and similar temporary facilities from Site.
- g. Remove temporary film that remains on any hardware, doors or other surfaces.
- h. Seal the bottom and tops of all doors

3.12.3 Special Clean-Up.

In addition to the general cleaning, the following special cleaning shall be done at the completion of the Work in accordance with the specifications including, but not limited to:

- a. Remove putty stains from glazing, then wash and polish glazing.
- b. Remove marks, stains, fingerprints and other soil or dirt from painted, stained or decorated work.
- c. Remove temporary protection and clean and polish floors and waxed surfaces.
- d. Clean and polish hardware and plumbing trim; remove stains, dust, dirt, plaster and paint
- e. Wipe surfaces of mechanical and electrical equipment.
- f. Remove spots, soil, plaster and paint from tile work, and wash tile.
- g. Clean all fixtures and equipment, remove excess lubrication, clean light fixtures and lamps, polish metal surfaces.
- h. Vacuum-clean carpeted surfaces.
- i. Remove debris from roofs, down spout and drainage system.

3.12.4 Failure to Cleanup

If the Contractor fails to clean up as provided in the Contract Documents, the District may do so, and the cost thereof shall be the responsibility of the Contractor pursuant to Article 2.2 and seek a Deductive Change Order.

3.13 ACCESS TO WORK

The Contractor shall provide the District, the Architect, Engineers and the Inspector of Record, access to the Work in preparation and progress wherever located. Contractor shall provide safe and proper facilities for such access so that District's representatives may perform their functions.

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3.14 ROYALTIES AND PATENTS

3.14.1 Payment and Indemnity for Infringement

Contractor shall hold and save the District and its officers, agents, and employees, the Construction Manager, the Architect, and the Architect's consultants harmless from liability of any nature or kind, including cost and expense, for or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the Contract, including its use by the District, unless otherwise specifically provided in the Contract Documents, and unless such liability arises from the sole negligence, or active negligence, or willful misconduct of the District, the Architect, or the Architect's consultants.

3.15 [Reserved]

3.16 [Reserved]

3.17 AS-BUILT DRAWINGS AND ANNOTATED SPECIFICATIONS

Throughout the duration of the Project, Contractor shall maintain on a current basis an accurate and complete set of As-Built Drawings (and Annotated Specifications) clearly showing all changes, revisions to specifications and substitutions during construction, including, without limitation, field changes and the final location of all electrical and mechanical equipment, utility lines, ducts, outlets, structural members, walls, partitions, and other significant features. In case a specification allows Contractor to elect one of several brands, makes, or types of material or equipment, the annotations shall show which of the allowable items the Contractor has furnished. The Contractor will update the As-Built Drawings and Annotated Specifications as often as necessary to keep them current, but no less often than weekly.

Contractor shall update As-Built Drawings with complete information on an area of Work at or near the time when the Work is being performed and prior to any DSA 152 sign off and prior to any Work being covered.

The Record Drawings and Annotated Specifications shall be kept at the Site and available for review and inspection by the District and the Architect. Failure to maintain and update the Record Drawings is a basis to withhold Progress Payments pursuant to Article 9.6.

3.17.1 Upon Beneficial Occupancy

Contractor shall obtain and pay for reproducible plans upon Beneficial Occupancy. Contractor shall deliver Plans to District Representative (Construction Manager if one is hired for the Project).

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3.17.2 As-Builts at Completion of Work

On completion of the Work and prior to and as a condition precedent to Application for Retention Payment, the Contractor will provide one neatly prepared and complete set of As-Built Drawings and Annotated Specifications to the District. Contractor shall certify the As-Builts as a complete and accurate reflection of the actual construction conditions of the Work by affixing a Stamp indicating the Drawings are As-Builts and Certifying Accuracy on the final set of As-Builts. Failure to deliver a complete Record Set of Drawings may result in significant withholdings to ensure Work is properly documented. See Article 9.9.1.

3.18 EQUIPMENT MANUALS

Contractor shall obtain and furnish three (3) complete sets of manuals containing the manufacturers' instructions for maintenance and operation of each item of equipment and apparatus furnished under the Contract Documents and any additional data specifically requested under the various sections of the Specifications for each division of the Work. The manuals shall be arranged in logical, sequential order, labeled, indexed, and placed in three-ring binders. At the completion of its Work, the Contractor shall certify, by endorsement thereon, that each of the manuals is complete, accurate, and covers all of its Work. Prior to submittal of Contractor's Application for Retention Payment, and as a further condition to its approval by the Architect, each Subcontractor shall deliver the manuals, arranged in logical, sequential order, labeled, indexed, endorsed, and placed in three- ring binders, to the Contractor, who shall assemble these manuals for all divisions of the Work, review them for completeness, and submit them to the District through the Architect.

3.19 PERMITS, FEES AND NOTICES

3.19.1 Payment

The Contractor shall secure and pay for all permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work which are necessary after execution of the Contract and are legally required by any authority having jurisdiction over the Project, except those required by the Division of the State Architect (DSA). District shall be responsible for all testing and inspection as required by the DSA on-site or within the distance limitations set forth in Paragraph 13.5.2, unless a different mileage range is specified in the Supplemental Conditions.

3.19.1.1 *DSA Fees.* DSA policy is to charge CCD review fees for processing and approval of changes in the plans and specifications through the Construction Change Directive process. Contractor is specifically directed to the current DSA IR A-30 which provides fee structure and charges that will be incurred for proceeding is with respect to the CCD process, a process that must be followed for each change in the Plans and Specifications.

3.19.2 Compliance

The Contractor shall comply with and give notices required by any law, ordinance, rule, regulation, and lawful order of public authorities bearing on performance of the Work. Specifically,

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the Division of State Architect provides State oversight of the Project and enforcement of Title 24 rules and regulations. Contractor is directed to the DSA website at <http://www/dgs/ca/gov/dsa/home>. There will be local governmental oversight from City, County or both. Finally, Regional Water Quality Control Board, State Fire Marshall, local fire marshal, Department of Industrial Relations, Department of Labor Standards Enforcement, and Air Quality Management District (Local and State) are some of the agencies that provide oversight and may require specific permits, fees, or provide oversight over the Project. Contractor represents understanding and specialized knowledge of the rules governing school districts and Contractor shall maintain compliance over the applicable rules and will file all documents required in order to ensure compliance with State, local, and other rules that apply to the Project.

ARTICLE 4 ADMINISTRATION OF THE CONTRACT AND CLAIMS

4.1 **ARCHITECT**

4.1.1 Replacement of Architect

In the case of the termination of the Architect, the District may appoint an Architect or another construction professional or may perform such functions with its own licensed professional personnel. The status of the replacement Architect under the Contract Documents shall be the same as that of the former Architect.

4.2 **ARCHITECT'S ADMINISTRATION OF THE CONTRACT**

4.2.1 Status

Pursuant to Titles 2 of the California Code of Regulations and as required pursuant to the Field Act, Education Code 17280 et. seq., the Architect will provide administration of the Contract Documents and the Work, and will be the District's representative during construction, as well as during the one (1) year period following the commencement of any warranties. The Architect will have authority to act on behalf of the District only to the extent provided in the Contract Documents.

4.2.2 Site Visits

The Architect will visit the Site at intervals necessary in the judgment of the Architect to become generally familiar with the progress and quality of the Work and to determine in general if the Work is being performed in accordance with the Contract Documents and as otherwise required by DSA.

4.2.3 Limitations of Construction Responsibility

The Architect, District and CM shall not have control over, charge of, or be responsible for construction means, methods, techniques, schedules, sequences or procedures, fabrication, procurement, shipment, delivery, receipt, installation, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility under the Contract Documents. The Architect, District and CM shall not have control over or charge of acts or omissions of the Contractor, Subcontractors, their agents or employees, or any other persons or entities performing or supplying portions of the Work. The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect, District or CM in the Architect, District or CM's administration of the Contract Documents, or by tests, inspections, or approvals required or performed by persons other than the Contractor.

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4.2.4 Communications Facilitating Contract Administration

Except where a CM is on the Project, or as otherwise provided in the Contract Documents or when direct communications are warranted by special circumstances, the District and the Contractor shall communicate through the Architect. In the cases where a CM is hired for the Project, all communication shall be through the CM (unless otherwise directed) with copies to the District, Architect and Inspector. Where direct communication is necessary between the District and the Contractor, the District's communication shall be through the District's authorized designated person. Contractor shall not rely upon any communications from the District that is not from the District's authorized designee. Communications by and with the Architect's consultants shall be through the Architect. Copies of all communication shall be sent to the Architect, District Representative and Inspector.

4.1.1 Payment Applications

The Architect will review and make recommendations to the District regarding the amounts due the Contractor on the Certificates for Payment pursuant to Article 9.3.4 and subject to the Inspector's review, (CM review, if applicable) and Architect's observation. This review of Payment Applications is sometimes called a "Pencil Draft." Return of a Pencil Draft shall constitute the District's dispute of the Pay Application that has been submitted. Contractor shall promptly respond to Pencil Drafts or Contractor's Pay Applications may be delayed. Contractor's failure to promptly respond to a Pencil Draft shall qualify as a delay in the Prompt Payment of a Request for Payment or Request for Retention.

4.1.2 Rejection of Work

In addition to the rights, duties, and obligations of the Inspector under this Article, the Architect may recommend to the District that the District reject Work which does not conform to the Contract Documents. Contractor shall, without charge, replace or correct Work found by the District to not be in conformance to Contract requirements. Contractor shall promptly segregate and remove rejected materials from the Project site.

This section does not address a Notice of Non-Compliance and the remedies associated with a Notice of Non-Compliance which are addressed at Article 7.1.2.

4.2 **PROJECT INSPECTOR**

4.2.1 General

One or more project inspectors employed by the District and approved by the Division of the State Architect will be assigned to the Work in accordance with the requirements of Title 24 of the California Code of Regulations. The Inspector(s) duties are as specifically defined in Title 24 Section 4-333 and 4-342 and in DSA IR A-8.

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4.2.2 Inspector's Duties and DSA Noted Timelines for Inspection

All Work shall be under the observation of the Inspector. The Inspector shall have free access to any or all parts of the Work at any time. The Contractor shall furnish the Inspector such information as may be necessary to keep the Inspector fully informed regarding progress and manner of Work and character of materials. Such observations shall not, in any way, relieve the Contractor from responsibility for full compliance with all terms and conditions of the Contract, or be construed to lessen to any degree the Contractor's responsibility for providing efficient and capable superintendence. The Inspector is not authorized to make changes in the drawings or specifications nor shall the Inspector's approval of the Work and methods relieve the Contractor of responsibility for the correction of subsequently discovered defects, or from its obligation to comply with the Contract Documents.

Inspector shall electronically post DSA required documents on the DSA electronic posting website. It is the Contractor's responsibility to determine the status of posting and determine if all the criteria for sign off of a category of Work on the Project Inspection Card (Form DSA 152) as defined more thoroughly in the most current version of the DSA 152 manual posted on the DSA website.

Inspector may collaborate with Contractor about approval of areas that may be constructed and approved incrementally under the DSA 152 card pursuant to the guidelines of PR-13 at Article 1.17. Inspector shall work with Contractor to present incremental approval proposals to DSA.

4.2.5 Inspector's Authority to Reject or Stop Work

The Inspector shall have the authority to reject Work whenever provisions of the Contract Documents are not being complied with, and Contractor shall instruct its Subcontractors and employees accordingly. In addition, the Inspector may stop any Work that poses a probable risk of harm to persons or property. The Contractor shall instruct its employees, Subcontractors, material and equipment suppliers, etc., accordingly. The absence of any Stop Work Order or rejection of any portion of the Work shall not relieve the Contractor from any of its obligations pursuant to the Contract Documents.

4.2.6 [Reserved]

4.2.7 Testing Times

The District will provide inspection and testing at its cost during the normal eight (8) hour day Monday through Friday (except holidays). Work by the Contractor outside of the normal eight (8) hour day shall constitute an authorization from the Contractor to the District to provide inspection and testing as required outside of the normal eight (8) hour day. Contractor shall provide adequate time for inspections so as to not delay the Work. .

4.2.8 Special Inspection Out of State, Out of Country or Remote from Project

If Contractor has a subcontractor or supplier that requires in plant or special inspections or tests that are out of the Country, out of State or a Distance of more than 200 miles from the Project site, the District shall provide the Special Inspector or individual performing tests time for inspection and testing during normal work hours. Contractor, however, is responsible for the cost of travel, housing, food, out of area premiums that may be in the Inspector/Testing Agreement with District, or other expenses necessary to ensure proper inspection or testing is provided by a DSA Certified Inspector, Special Inspector, or individual performing tests. In some cases all three (DSA Inspector, Special Inspector, and Testing) may be required. In addition, if the DSA Certified Inspector, Special Inspector, or individual performing test has contractual travel clauses or special rates for out of town inspection,

GENERAL CONDITIONS

Contractor is responsible for all costs associated with the contractual travel costs in addition to all other costs. Arrangements for inspection and/or testing shall be made far enough in advance so as to not delay the Work.

4.3 **STOP WORK ORDER**

DSA may issue a Stop Work Order, or an Order to Comply, when either (1) the Work proceeds without DSA approval; (2) the Work proceeds without a DSA Inspector of Record, or (3) where DSA determines that the Work is not being performed in accordance with applicable rules and regulations, and would compromise the structural integrity of the Project or would endanger lives. If a Stop Work Order is issued, the Work in the affected area shall cease until DSA withdraws the Stop Work Order. See Education Code Section 17307.5(b) and Education Code Section 81133.5.

4.4 **RESPONSIBILITY FOR ADDITIONAL CHARGES INCURRED BY THE DISTRICT FOR PROFESSIONAL SERVICES**

If at any time prior to the completion of the requirements under the Contract Documents, the District is required to provide or secure additional professional services (including CM, Inspection, Architect, Engineering and Special Consultant Services) for any reason by any act of the Contractor, the District may seek a Deductive Change Order for any costs incurred for any such additional services, which costs shall be deducted from the next progress payment. A Deductive Change Order shall be independent from any other District remedies and shall not be considered a waiver of any District rights or remedies. If payments then or thereafter due to the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the District. Additional services shall include, but shall not be limited to, the following:

- a. Services made necessary by the default of the Contractor (Article 14 or Article 2.2).
- b. Services made necessary due to the defects or deficiencies in the Work of the Contractor (Article 2.2 and Article 9.6).
- c. Spurious or frivolous RFI's issued that do not conform to the requirements of Article 7.4. Issuance of the same RFI after receiving an answer from the Architect or Engineer
- d. Review of Schedules that are provided by Contractor that do not Conform with the Requirements of Article 8.
- e. Preparation of a CCD or ICD to correct a Contractor Deficiency, or Contractor Caused Notice of Non-Compliance (Article 7.3).
- f. Review of Incomplete Shop Drawings or Submittals, including the submission of Piecemeal Shop Drawings or Submittals unless piecemeal Submittals are specifically agreed upon by District (Article 3.9)
- g. Services required by failure of the Contractor to perform according to any provision of the Contract Documents.
- h. Services in connection with evaluating substitutions of products, materials, equipment, Subcontractors' proposed by the Contractor, and making subsequent revisions to drawings, specifications, obtaining DSA approvals, DSA costs for review of CCD's, other governmental agency review costs, and providing other documentation required

GENERAL CONDITIONS

(except for the situation where the specified item is no longer manufactured or available).
(Article 3.10)

- i. Services for evaluating and processing Claims or Disputes submitted by the Contractor in connection with the Work outside the established Change Order process.
- j. Services required by the failure of the Contractor to prosecute the Work in a timely manner in compliance within the specified time of completion.

Services in conjunction with the testing, adjusting, balancing and start-up of equipment other than the normal amount customarily associated for the type of Work involved.

- k. Services in conjunction with more than one (1) re-review of Submittals of Shop Drawings, product data, samples, RFI's etc.

4.5 DISPUTES AND CLAIMS

4.5.1 Decision of Architect

Disputes between District and Contractor involving money or time, including those alleging an error or omission by the Architect shall be referred initially to the Architect for action as provided in Paragraph 4.6.2 within ten (10) days after Contractor's Article 7 request for Change is denied. A decision by the Architect, as provided in Paragraph 4.6.5, shall be required as a condition precedent to proceeding with remedies set forth in Paragraph 4.6.9 as to all such matters arising prior to the date Retention Payment Application is due, regardless of whether such matters relate to execution and progress of the Work, or the extent to which the Work has reached Final Completion.

The condition precedent of an Architect decision shall be waived if: (1) the position of Architect is vacant; (2) the Architect has not received evidence or has failed to render a decision within agreed time limit; (3) the Architect has failed to take action required under Paragraph 4.6.5 within thirty (30) days after the Claim is made, forty-five (45) days have passed after the Claim has been referred to the Architect; or (4) the Claim relates to a Stop Notice Claim not arising from any extra change order or Immediate Change Directive for which approval has not been provided.

4.5.2 [Reserved]

4.5.3 [Reserved]

4.5.4 [Reserved]

4.5.5 Architect's Written Decision

If a Dispute has not been resolved after consideration of the foregoing and of other evidence presented by the parties or requested by the Architect, the Architect (or Architect through CM) the Architect shall provide a written decision twenty (20) days after compliance with Article 4.6.4. Upon expiration of such time period, the Architect (or Architect through CM) will render to the parties its written decision relative to the Dispute, including any change in the Contract Sum or Contract Time or both.

The Architect may also request reasonable additional time to complete Architect's written decision.

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If the resolution of the Dispute by the Architect is not satisfactory to the Contractor and copies of all back-up documentation of costs and the basis for the Dispute is fully articulated in a package of material that is complete, the Contractor may then submit a Claim to the District under Article 4.6.9

4.5.6 Continuing Contract Performance

Pending final resolution of a Dispute or Claim, including, negotiation, mediation, arbitration, or litigation, the Contractor shall proceed diligently with performance of the Contract, and the District shall continue to make any undisputed payments in accordance with the Contract (less any withholdings or offsets). If the Dispute or Claim is not resolved, Contractor agrees it will neither rescind the Contract nor stop the progress of the work, but Contractor's sole remedy shall be to submit such controversy to determination by a court of competent jurisdiction in the county where the project is located, after the project has been completed, and not before.

4.5.6.1 *District's Option to Submit Individual Disputes to Arbitration during Claims and Disputes Process.* At the District's sole option, in order to more efficiently resolve claims during the Project and prior to the completion of the Claims Process, pursuant to Government Code Section 9201, the District may submit individual Disputes or Claims for binding arbitration and Contractor agrees to the resolution of for each individual Dispute or Claim by an Arbitrator, including resolution of time and delays. If binding arbitration is utilized for individual disputes, such resolution is full and final as to that particular Dispute or Claim. THIS INDIVIDUAL DISPUTE ARBITRATION PROCESS IS NOT AN ARBITRATION CLAUSE AND SHALL NOT BE CONSTRUED AS AN AGREEMENT TO ARBITRATE. THIS INDIVIDUAL DISPUTES ARBITRATION PROCESS IS FOR THE SOLE PURPOSE OF STREAMLINING AND RESOLVING CLAIMS DURING CONSTRUCTION AND SHALL BE REQUESTED ON SPECIFIC INDIVIDUAL ITEMS BY THE DISTRICT PRIOR TO RETENTION PAYMENT (EVEN IF THERE ARE DEDUCTIONS MADE FROM RETENTION PAYMENT) WHICH REPRESENTS THE FINAL COMPLETION OF THE PROJECT.

- a. If there is no Retention remaining on the Project, Individual Disputes initiated prior to Project Final Completion shall continue until a final disposition of the Arbitration or resolution of the individual Claim or Dispute.
- b. No Tolling. The Arbitration process shall not toll the Disputes, Claims, or Appeals process under Article 4.6 or the requirement to submit claims to Court under Article 4.6.9.4.

4.5.7 [Reserved]

4.5.8 Dispute Concerning Extension of Time.

If Contractor and District cannot agree upon an extension of time, whether compensable or not, then Contractor must have first completed the procedures set forth in Paragraph 8.4. Upon completion of the procedures set forth under Paragraph 8.4, Contractor must then comply with the requirements in this Article including those set forth under Paragraph 4.6.9.

4.5.9 Claims Procedures

Pursuant to the remedies under Public Contract Code Section 9201 and Government Code Section 930.2, Contractor, through execution of this Agreement, also agrees to comply with the Claims requirements of Article 4.6 to quickly and efficiently resolve disputes. Further, to provide a level

GENERAL CONDITIONS

of accuracy to the records submitted, the District shall have the right to audit books and records pursuant to Article 13.11 based on the actual costs incurred and to reduce the uncertainty in resolving disputes with limited information.

4.5.9.1 Procedure Applicable to All Claims

- a. Definition of Claim: A “Claim” is where a Dispute between the parties rises to the level where backup documentation is assembled and provided to the District as a separate demand by the Contractor for (1) time extension, (2) payment 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 the claimant is not otherwise entitled to, or (3) and amount the payment of which is disputed by the District. (If the Claim is for damages associated with a DSA Stop Work Order, the Contractor shall not be entitled to a request for Compensation, but shall be entitled to utilize Governmental Delay Float (See Article 8.1.4.1.))
- b. Filing Claim Is Not Basis to Discontinue Work: The Contractor shall promptly comply with Work under the Contract or Work requested by the District even though a written claim has been filed. The Contractor and the District shall make good faith efforts to resolve any and all claims that may arise during the performance of the Work covered by this Contract.
- c. Claim Notification: The Contractor shall within seven (7) calendar days after the Written Decision of the Architect, or if the time period for Architect’s Decision has passed under Article 4.6.1, submit a notification, in writing, with the District (and the District’s CM) stating clearly the basis for the claim. If the notification is not submitted within seven (7) days after the Written Decision of the Architect or the passage of time under Article 4.6.1, the Contractor shall be deemed to have waived all right to assert the claim, and the claim shall be denied. Claims submitted after the Retention Payment date shall also be considered null and void by the District. All claims shall be reviewed pursuant to Article 4.6.1 through 4.6.5.

The Formal Notification of Claim must be presented as follows:

- (1) All documentation submitted pursuant to Article 4.6 to the Architect shall be submitted with the “claim.”
 - (2) Any additional or supporting documentation that Contractor believes is relevant should be submitted at this time.
- d. Formal Claim Appeal Submission: If the Contractor does not concur with the District’s decision regarding the Claim Notification, the Contractor will issue a formal Claim Appeal within fourteen (14) days of receipt of the District’s decision and all detailed information in support of the Claim Appeal within thirty (30) days. All appeals shall be submitted

GENERAL CONDITIONS

before Retention Payment. If the Claim Appeal is not submitted within fourteen (14) calendar days and detailed information within thirty (30) days, the Contractor shall be deemed to have waived its right to assert the Claim and the Claim shall be denied. Contractor's failure to submit any detailed information which is in the possession of Contractor shall render such information inadmissible by Contractor at trial or arbitration. Appeal Claim Format: The Contractor shall provide all written detailed documentation which supports the claim, including but not limited to: arguments, justifications, cost, estimates, Schedule analysis and detailed documentation. The format of the Claim Appeal shall be as follows:

1. Cover letter.
2. Summary of factual basis of Claim and amount of claim.
3. Summary of the basis of the Claim, including the specific clause and section under the Contract under which the claim is made.
4. Documents relating to the Claim, including:
 - a. Specifications sections in question.
 - b. Relevant portions of the Drawings
 - c. Applicable Clarifications (RFI's)
 - d. Other relevant information, including responses that were received.
 - e. Break down of all costs associated with the Claim.
 - f. Applicable Daily reports and logs.
 - g. For Claims involving overhead, cost escalation, acceleration, disruption or increased costs, a full version of job costs reports organized by category of work or Schedule of Values with budget information tracked against actual costs Any and all supporting back-up data, including the original bid (and associated original unaltered metadata). Certification: The Contractor (and subcontractors, if applicable) shall submit with the claim a certification under penalty of perjury:
 1. That the Contractor has reviewed the claim and that such claim is made in good faith;
 2. Supporting data are accurate and complete to the best of the Contractor's knowledge and belief;
 3. The amount requested accurately reflects the amount of compensation for which the Contractor believes the District is liable.
 4. That the Contractor is familiar with Government Code Sections 12650 et seq. and Penal Code Section 72 and that false claims can lead to substantial fines and/or imprisonment.

GENERAL CONDITIONS

Signature of Certification: If the Contractor is not an individual, the certification shall be executed by an officer or general partner of the Contractor having overall responsibility for the conduct of the Contractor's affairs shall be denied if it fails to follow the requirements of this Article.

4.1.1.1 District (through CM or District's Agent or Attorney) May Request Additional Information: Within thirty (30) days of receipt of the Claim Appeal and the information under this Article, the District may request in writing any additional documentation supporting the claim or documentation relating to defenses to the claim which the District may assert. Nothing in the claims procedures set forth in this Article 4 of the General Conditions shall act to waive or relieve the Contractor from meeting the requirements set forth in Government Code section 900 et seq.

4.1.1.2 *Binding Arbitration of Individual Claim Issues*. To expedite resolution of Claims pursuant to Public Contract Code Section 9201, at the District's sole option, the District may submit individual Claims to Arbitration prior to Retention Payment consistent with the requirements of Article 4.6.6.1.

Resolution of Claims in Court of Competent Jurisdiction. If Claims are not resolved under the procedure set forth and pursuant to Article 4.6.9, such claim or controversy shall be submitted to a court in Los Angeles County after the Project has been completed, and not before.

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GENERAL CONDITIONS

ARTICLE 5 SUBCONTRACTORS

5.1 DEFINITIONS

5.1.1 Subcontractual Relations Bound to Same Contract Terms at General Contractor

By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the same obligations and responsibilities, assumed by Contractor pursuant to the Contract Documents.

5.1.2 Subcontractor Licenses

All subcontractors shall be properly licensed by the California State Licensing Board at the time bids are opened by the District.

5.1.3 Substitution of Subcontractor

Substitution of Subcontractors shall be permitted only as authorized under Public Contract Code §§ 4107 et. seq. Any substitutions of Subcontractors shall not result in any increase in the Contract Price or result in the granting of any extension of time for the completion of the Project.

5.1.4 Contingent Assignment of Subcontracts and Other Contracts

Each subcontract, purchase order, vendor contract or agreement for any portion of the Work is hereby assigned by the Contractor to the District provided that:

- a. Such assignment is effective only after Termination of this Contract with the Contractor by the District as provided under Article 14 and only for those subcontracts and other contracts and agreements that the District accepts by notifying the Subcontractor or Materialman (as may be applicable) in writing; and
- b. Such assignment is subject to the prior rights of the Surety(ies) obligated under the Payment Bond and Performance Bond.

The Contractor shall include adequate provisions for this contingent assignment of subcontracts and other contracts and agreements in each such document.

GENERAL CONDITIONS

ARTICLE 6 CONSTRUCTION BY DISTRICT OR BY SEPARATE CONTRACTORS

6.1 **DISTRICT'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS**

6.1.1 Separate Contracts

6.1.1.1 District reserves the right to let other contracts in connection with this Work. Contractor shall afford other contractors reasonable opportunity for (1) introduction and storage of their materials; (2) access to the Work; and (3) execution of their work. Contractor shall properly connect and coordinate its work with that of other Contractors.

6.1.1.2 Contractor shall ascertain to its own satisfaction the scope of the Project and nature of any other contracts that have been or may be awarded by District in prosecution of the Project and the potential impact of such Work on the Baseline Schedule or Schedule updates.

6.1.1.3 Nothing herein contained shall be interpreted as granting to Contractor the exclusive occupancy at the site of Project. Contractor shall not cause any unnecessary hindrance or delay to any other contractor working on the Project Site. If execution of any contract by the District is likely to cause interference with Contractor's performance of this Contract, once Contractor provides District timely written notice and identifies the Schedule Conflict, District shall decide which contractor shall cease work temporarily and which contractor shall continue, or whether Work can be coordinated so that contractors may proceed simultaneously.

6.1.1.4 District shall not be responsible for any damages suffered or extra costs incurred by Contractor resulting directly or indirectly from award or performance or attempted performance of any other contract or contracts at the Project necessary for the performance of the Project (examples include Electrical Utility Contractor, separate offsite contractor, a separate grading contractor, furniture installation etc).

6.2 **[Reserved]**

6.3 **DISTRICT'S RIGHT TO CLEAN UP**

If a dispute arises among the Contractor, separate contractors, and the District as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish as described in Paragraph 3.12, the District may clean up and allocate the cost among those it deems responsible.

GENERAL CONDITIONS

ARTICLE 7 CHANGES IN THE WORK

7.1 **CHANGES**

7.1.1 No Changes Without Authorization

There shall be no change whatsoever in the drawings, specifications, or in the Work without an executed Change Order, Change Order Request, Immediate Change Directive, or order by the Architect for a minor change in the Work as herein provided. District shall not be liable for the cost of any extra work or any substitutions, changes, additions, omissions, or deviations from the Drawings and Specifications unless the District's Governing Board or designated representative with delegated authority (subject to Board ratification) has authorized the same and the cost thereof approved in writing by Change Order or executed Construction Change Directive. No extension of time for performance of the Work shall be allowed hereunder unless claim for such extension is made at the time changes in the Work are ordered, and such time duly adjusted in writing in the Change Order.

7.1.2 Notices of Non-Compliance

Contractor deviation or changes from approved plans and specifications may result in the issuance of a Notice of Non-Compliance (See DSA Form 154). Contractor is specifically notified that deviations from the plans and specifications, whether major or minor, may result in the requirement to obtain a DSA Construction Change Directive to correct the Notice of Non-Compliance. (See Article 7.3.1 for Definition of CCD). In some cases, the lack of a DSA approved CCD AND verification from the Inspector that a Notice of Non-Compliance has been corrected may result in a critical path delay to the next stage of Work on the Project. Specifically, a deviation from approved plans and specifications may prevent approval of the category of Work listed in the DSA 152 Project Inspection Card. Any delays that are caused by the Contractor's deviation from approved plans and specifications shall be the Contractor's responsibility.

7.1.3 Architect Authority

The Architect will have authority to order minor changes in the Work that do not involve DSA Approval not involving any adjustment in the Contract Sum, or an extension of the Contract Time.

7.2 **CHANGE ORDERS ("CO")**

A CO is a written instrument prepared by the Architect and signed by the District (as authorized by the District's Governing Board), the Contractor, and the Architect stating their agreement upon all of the following:

- a. A description of a change in the Work;
- b. The amount of the adjustment in the Contract Sum, if any; and
- c. The extent of the adjustment in the Contract Time, if any.

A CO may be comprised of ICD's, Response to RFP's and COR's

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7.3 **CONSTRUCTION CHANGE DIRECTIVE (CCD Category A, and CCD Category B) and IMMEDIATE CHANGE DIRECTIVE (ICD)**

7.3.1 Definitions

7.3.1.1 *Construction Change Directive (CCD)*. A Construction Change Directive is a DSA term that is utilized to address changes to the DSA approved plans and specifications. There are two types of Construction Change Directives. (1) DSA approved CCD Category A (DSA Form 140) for Work affecting Structural, Access or Fire-Life Safety of the Project which will require a DSA approval; and, (2) CCD Category B (DSA Form 141) for work NOT affecting Structural Safety, Access Compliance or Fire and Life Safety that will not require a DSA approval (except to confirm that no Approval is required)

7.3.1.2 *Immediate Change Directive (ICD)*. An Immediate Change Directive is a written order to the Contractor prepared by the Architect and signed by the District (and CM if there is a CM on the Project) and the Architect, directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both. The District may by ICD, without invalidating the Contract, direct immediate changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions within. If applicable, the Contract Sum and Contract Time will be adjusted accordingly.

In the case of an Immediate Change Directive being issued, Contractor must commence Work immediately or delays from failure to perform the ICD shall be the responsibility of Contractor and the failure to move forward with Work immediately shall also be grounds for Termination under Article 14.

An ICD does not automatically trigger an Article 7.6 Dispute or Claim. Contractor must timely follow the procedures outlined at Article 7.6 and 4.6 where applicable.

Refer to Division 1 for a copy of the proposed Immediate Change Directive form.

7.3.2 Use to Direct Change

An ICD shall be used to move work forward immediately and to avoid delay. In some cases, an ICD shall be issued in the absence of agreement on the terms of a CO, COR, or RFP. A copy of an ICD form is provided in Division 1. The anticipated not to exceed price for the Work will be inserted into the ICD. In the case of an ICD issued to correct Contractor Deficiencies or to correct a Contractor caused Notice of Non-Compliance, the ICD may be issued with \$0 and 0 time. Contractor may prepare a COR associated with the ICD pursuant to Article 7. However, Contractor shall proceed with all Work required under an Approved ICD immediately upon issuance. Failure to proceed with the Work under an ICD shall be grounds for Termination for Cause under Article 14 or take over the Work under Article 2.2.

If adequate time exists, an ICD may be subject of an RFP for pricing and determination if any time that may be required. However, if an RFP is not completed, Contractor shall immediately commence Work when an ICD is issued. If the RFP is incomplete, it may still be completed to be submitted for Pricing Purposes as long as the PR is submitted within the timeline provided by the PR, or within 10 days following issuance of the ICD

7.3.3 ICD Issued Over a Notice of Non-Compliance or to Cover Work Subject to a DSA 152 Sign Off

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In some cases, an ICD shall be for the purpose of proceeding with Work to keep the Project on Schedule and as an acknowledgement by the District that Contractor is proceeding with Work contrary to a Notice of Non-Compliance, prior to issuance of a DSA approved CCD Category A, or to direct the covering of Work which has not yet received a DSA 152 Inspection Approval to move forward.

7.3.3.1 *Contractor Compliance with all Aspects of an ICD.* Contractor is to undertake the ICD and comply with all aspects of the Work outlined in the ICD. Inspector is to inspect the Work pursuant to the ICD. Failure to follow the ICD may result in deduction of the ICD Work under Article 2.2 or Termination of the Contractor pursuant to Article 14.

7.3.3.2 *Exception in the Case of DSA Issued Stop Work Order.* Contractor must proceed with an ICD even if a CCD has not been approved by DSA except in the case of a DSA issued Stop Work Order. If a DSA Stop Work Order is issued, Contractor must stop work and wait further direction from the District.

7.3.3.3 *ICD Due to Contractor Deficiency or Contractor Caused Notice of Non-Compliance.* If an ICD is issued to correct a Contractor Deficiency or a Contractor caused notice of Non-Compliance, Contractor specifically acknowledges responsibility for all consequential damages associated with the Contractor Deficiency or Contractor Caused Notice of Non-Compliance and all consequential damages and costs incurred to correct the deficiency under Article 4.5

7.4 **REQUEST FOR INFORMATION (“RFI”)**

7.4.1 Definition

An RFI is a written request prepared by the Contractor requesting the Architect to provide additional information necessary to clarify or amplify an item which the Contractor believes is not clearly shown or called for in the drawings or specifications, or to address problems which have arisen under field conditions.

7.4.1.1 An RFI shall not be used as a vehicle to generate time extensions.

7.4.1.2 Resubmission of the same or similar RFI is not acceptable. RFI's that are similar should be addressed in Project meetings where the requestor (Contractor, subcontractor or vendor) is able to address the particular issue with the Architect or Engineer and a resolution addressed in the minutes.

7.4.1.3 An RFI response applicable to a specific area cannot be extended to other situations unless specifically addressed in writing within the RFI or in a separate RFI.

7.4.1.4 RFI's should provide a proposed solution and should adequately describe the problem that has arisen.

7.4.2 Scope

The RFI shall reference all the applicable Contract Documents including specification section, detail, page numbers, drawing numbers, and sheet numbers, etc. The Contractor shall make suggestions and interpretations of the issue raised by the RFI. An RFI cannot modify the Contract Cost, Contract Time, or the Contract Documents.

GENERAL CONDITIONS

7.4.3 Response Time

The Architect must respond to a RFI within a reasonable time after receiving such request. If the Architect's response results in a change in the Work, then such change shall be effected by a written CO, COR RFP or ICD, if appropriate. If the Architect cannot respond to the RFI within a reasonable time, the Architect shall notify the Contractor, with a copy to the Inspector and the District, of the amount of time that will be required to respond.

7.4.4 Costs Incurred

The Contractor shall be responsible for any costs incurred for professional services as more fully set forth in Article 4.5, which shall be subject to a Deductive Change Order, if an RFI requests an interpretation or decision of a matter where the information sought is equally available to the party making such request. District, at its sole discretion, shall issue a Deductive Change Order to Contractor for all such professional services arising from this Article.

7.5 **REQUEST FOR PROPOSAL ("RFP")**

7.5.1 Definition

An RFP is a written request prepared by the Architect (and/or CM) requesting the Contractor to submit to the District and the Architect an estimate of the effect of a proposed change on the Contract Price and (if applicable) the Contract Time. If Architect issues a Bulletin, the Changed items in the Bulletin shall be addressed as an RFP and all responses shall be prepared to a Bulletin as addressed in this Article 7.5. A form RFP is included in the Division 1 documents.

7.5.2 Scope

An RFP shall contain adequate information, including any necessary drawings and specifications, to enable Contractor to provide the cost breakdowns required by Paragraph 7.7. The Contractor shall not be entitled to any Additional Compensation for preparing a response to an RFP, whether ultimately accepted or not.

7.5.3 Response Time

Contractor shall respond to an RFP within ten (10) days or the time period otherwise set forth in the RFP.

7.6 **CHANGE ORDER REQUEST ("COR")**

7.6.1 Definition

A COR is a written request prepared by the Contractor supported by backup documentation requesting that the District and the Architect issue a CO based upon a proposed change, cost, time, or cost and time that may be incurred on the Project or arising from an RFP, ICD, or CCD

7.1.1 Changes in Price

A COR shall include breakdowns per Paragraph 7.7 to validate any change in Contract Price due to proposed change or claim.

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7.1.2 Changes in Time

A COR shall also include any additional time required to complete the Project only if the delay is a critical path delay. Any additional time requested shall not be the number of days to make the proposed change, but must be based upon the impact to the Project Schedule as defined in Article 8 of the General Contract. A schedule fragment showing the time delay must be submitted with the COR. Any changes in time will be granted only if there is an impact to the critical path. If Contractor fails to request a time extension in a COR, then the Contractor is thereafter precluded from requesting or claiming a delay.

7.7 COST OF CHANGE ORDERS

7.7.1 Scope

At the time a request is made for a change that impacts the Contract Sum as defined in Paragraph 9.1, the critical path, or the Contract Time as defined in Paragraph 8.1.1, the Contractor shall provide the District and the Architect, with a written estimate of the effect of the proposed CO upon the Contract Sum and the actual or estimated cost of construction, which shall include a complete itemized cost breakdown of all ancillary services and material showing actual quantities, hours, unit prices, and wage rates required for the change, and the effect upon the Contract Time of such CO. Changes may be made by District by an appropriate written CO, or, at the District's option, such changes shall be implemented immediately upon the Contractor's receipt of an appropriate written Construction Change Directive.

District may, as provided by law and without affecting the validity of this Agreement, order changes, modification, deletions and extra work by issuance of written CO or Construction Change Directives from time to time during the progress of the Project, Contract sum being adjusted accordingly.

7.7.1.1 *Time and Material Charges.* If the District orders Work on a "time and material" basis, timesheets shall be signed daily by the Inspector or District Designee at or near the time the Work is actually undertaken and shall show the hours worked, and the Work actually completed. No time sheets shall be signed the next day. A copy shall be provided to the Person signing the document at the time the document is signed, but not before 10 am the following day.

7.7.2 Determination of Cost

The amount of the increase or decrease in the Contract Price from a CO or COR, if any, shall be determined in one or more of the following ways as applicable to a specific situation:

- a. Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation. If an agreement cannot be reached within fifteen (15) days after submission and negotiation of Contractor's proposal, Contractor may submit pursuant to Paragraph 7.7.3. Submission of sums which have no basis in fact are at the sole risk of Contractor and may be a violation of the False Claims Act set forth under Government Code Section 12650 et. seq.);

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1. inaccuracies in the submitted amount, overstatement of manpower or time required to perform the CO, or unreliability of the data provided, the District may either have the Architect or a professional estimator determine the cost for the CO, and the applicable time extension, or the Contractor shall utilize Paragraph 7.7.2(d) or 7.7.3.
 2. Once the District provides a written objection to use of Article 7.7.2(a) due to unreliability of the estimated price, the Contractor shall no longer utilize mutual acceptance of a lump sum as a method for submission of CO's and shall provide a breakdown of estimated or actual costs pursuant to Article 7.7.2(d) or 7.7.3.
- b. By unit prices contained in Contractor's original bid and incorporated in the Project documents or fixed by subsequent agreement between District and Contractor;
 - c. Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee. However, in the case of disagreement, Contractor must utilize the procedure under section 7.7.3; or
 - d. By cost of material and ancillary services and percentage of overhead and profit. If the value is determined by this method the following requirements shall apply:
 1. *Basis for Establishing Costs*
 - i. The ancillary service will be the actual cost for wages prevailing locally for each craft or type of workers at the time the extra Work is done, plus employer payments of payroll taxes and workers compensation insurance (exclude insurance costs as part of the Overhead and Profit mark-up), health and welfare, pension, vacation, apprenticeship funds, and other direct costs resulting from Federal, State, or local laws, as well as assessments or benefits required by lawful collective bargaining agreements. In no case shall the total service costs exceed the applicable prevailing wage rate for that particular classification. The use of a labor classification which would increase the extra Work cost will not be permitted unless the Contractor establishes the necessity for such additional costs. Costs for equipment operators and helpers shall be reported only when such costs are not included in the invoice for equipment rental.

GENERAL CONDITIONS

Materials shall be at invoice or lowest current price at which such materials are locally available and delivered to the Site in the quantities involved, plus sales tax, freight, and delivery. The District reserves the right to approve materials and sources of supply or to supply materials to the Contractor if necessary for the progress of the Work. No markup shall be applied to any material provided by the District.

- ii. Tool and Equipment Rental. No payment will be made for the use of tools which have a replacement value of \$250 or less.

Regardless of ownership, the rates to be used in determining equipment rental costs shall not exceed listed rates prevailing locally at equipment rental agencies or distributors at the time the Work is performed. Rates applied shall be appropriate based on actual equipment need and usage. Monthly, weekly or other extended use rates that results in the lowest cost shall be applied if equipment is used on site for extended periods.

The rental rates paid shall include all associated costs, including the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, and all incidentals.

If tool and equipment charges are part of a Dispute, Claim, or Appeal, the District reserves the right to utilize actual costs for tools and equipment or a depreciation rate for equipment based on audit finding under Article 13.11 and deduct any rental charges that exceed actual or depreciated costs.

- e. Other Items. The District may authorize other items which may be required on the extra work. Such items include ancillary services, material, and equipment which are different in their nature from those required by the Work, and which are of a type not ordinarily available from the Contractor or any of the Subcontractors. Invoices covering all such items in detail shall be submitted with the request for payment.
- f. Invoices. Vendors' invoices for material, equipment rental, and other expenditures shall be submitted with the COR. If the request for payment is not substantiated by invoices or other documentation, the District may establish the cost of the item involved at the lowest price which was current at the time of the Daily Report.
- g. Overhead. Overhead, including direct and indirect costs, shall be submitted with the COR and include: field overhead, home office overhead, off-site supervision, CO preparation/negotiation/research, time delays, project interference and disruption, additional guaranty and warranty durations, on-site supervision, additional temporary protection, additional temporary utilities, additional material handling costs, liability and property damage insurance, and additional safety equipment costs.

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7.7.3 Format for COR or CO's

The following format shall be used as applicable by the District and the Contractor to communicate proposed additions to the Contract. All costs submitted shall be actual costs and ancillary services shall be unburdened services. Refer to Division 1 for a copy of the Construction Change Order form:

| | EXTRA | CREDIT |
|--|-------|--------|
| (a) Material (attach itemized quantity and unit cost plus sales tax) | _____ | _____ |
| (b) Ancillary Services (attach itemized hours and rates) | _____ | _____ |
| (c) Equipment (attach invoices) | _____ | _____ |
| (d) Subtotal | _____ | _____ |
| (f) Subtotal | | _____ |
| (g) Total Overhead and Profit (inclusive of Liability and Property Damage Insurance) Not to exceed fifteen percent (15%) of item (f) | _____ | _____ |
| (h) Subtotal | _____ | _____ |
| (i) Bond not to exceed one percent (1%) of item (f) | _____ | _____ |
| (j) TOTAL | _____ | _____ |
| (k) Time | _____ | _____ |
| | | _____ |

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The undersigned Contractor approves the foregoing Change Order or Immediate Change Directive as to the changes, if any, and the Contract price specified for each item and as to the extension of time allowed, if any, for completion of the entire Work on account of said Change Order or Immediate Change Directive, and agrees to furnish all ancillary services, materials and service and perform all Work necessary to complete any additional Work specified therein, for the consideration stated herein. It is understood that said Change Order or Immediate Change Directive shall be effective when approved by the Governing Board of the District.

It is expressly understood that the value of such extra Work or changes, as determined by any of the aforementioned methods, expressly includes any and all of the Contractor's costs and expenses, both direct and indirect, resulting from additional time required on the Project or resulting from delay to the Project. Any costs, expenses, damages or time extensions not included are deemed waived.

The Contractor expressly acknowledges and agrees that any change in the Work performed shall not be deemed to constitute a delay or other basis for claiming additional compensation based on theories including, but not limited to, acceleration, suspension or disruption to the Project.

7.7.3.1 *Adjustment for Time and Compensable Delay.* A CO shall also include any additional time required to complete the Project. Any additional time requested shall not be the number of days to make the proposed change, but must be based upon the impact to the Project Schedule as defined in Article 8 of the General Contract. A schedule fragment showing the time delay must be submitted with the CO. Any changes in time will be granted only if there is an impact to the critical path. If Contractor fails to request a time extension in a CO, then the Contractor is thereafter precluded from requesting or claiming a delay.

7.7.4 Deductive Change Orders

All Deductive Change Order(s) must be prepared utilizing the form under Paragraph 7.7.3 setting forth the actual costs incurred. Except in the case of an Article 2.2 or 9.6 Deductive Change Order where no mark-up shall be allowed, Contractor will be allowed a maximum of 5% total profit and overhead. Unilateral Deductive Change Orders

For Unilateral Deductive Change Orders, or where credits are due from Contractor for Allowances, Deductive Items, Inspection, Damage, DSA CCD review costs, Architect or Inspector costs for after hours or corrective services, Work removed from the Agreement under Article 2.2 or Article 9.6, there shall be no mark-up.

District may, any time after a Deductive Change Order is presented to Contractor by District for items under Article 2.2 or Article 9.6 of if there is disagreement as to the Deductive Change Order, issue a unilateral Deductive Change Order on the Project and deduct the Deductive Change Order from a Progress Payment, Final Payment, or Retention.

7.7.5 [Reserved]

7.7.6 Notice Required

If the Contractor desires to initiate a Dispute for an increase in the Contract Price, or any extension in the Contract Time for completion, Contractor shall notify the applicable party responsible for addressing the Dispute or Claim pursuant to Article 4.6.

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7.7.7 Alteration to Change Order Language

Contractor shall not alter or reserve time in COR's, CO's or ICD's. Contractor shall execute finalized CO's and proceed under Paragraph 7.7.7 and Paragraph 4.6 with proper notice. If Contractor intends to reserve time without an approved CPM schedule prepared pursuant to Article 8 or without submitting a schedule fragment showing delay to critical path, then Contractor may be prosecuted pursuant to the False Claim Act.

ARTICLE 8 TIME AND SCHEDULE

8.1 DEFINITIONS

8.1.1 Contract Time

Contractor shall perform and reach Substantial Completion (See Article 1.1.46) within the time specified in the Agreement Form.

8.1.2 [Reserved]

8.1.3 Computation of Time

The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

8.1.4 [Reserved]

8.2 HOURS OF WORK

8.2.1 Sufficient Forces

Contractors and Subcontractors shall continuously furnish sufficient forces to ensure the prosecution of the Work in accordance with the Construction Schedule.

8.2.2 Performance During Working Hours

Work shall be performed during regular working hours as set forth in the Special Conditions and as permitted by the appropriate governmental agency except that in the event of an emergency, or when required to complete the Work in accordance with job progress, Work may be performed outside of regular working hours with the advance written consent of the District and approval of any required governmental agencies.

8.2.3 Costs for After Hours Inspections

If the Contractor elects to perform Work outside the Inspector's regular working hours, costs of any inspections required outside regular working hours shall be invoiced to the Contractor by the District and a Deductive Change Order from the next Progress Payment as a Deductive Change Order.

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8.3 PROGRESS AND COMPLETION

8.3.1 Time of the Essence

Time limits stated in the Contract Documents are of the essence to the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work

8.1.1 Baseline Schedule Requirements

8.1.1.1 *Timing*: Within ten (10) calendar days after Notice to Proceed, Contractor shall submit a practical schedule showing the order in which the Contractor proposes to perform the Work, and the dates on which the Contractor contemplates starting and completing the salient categories of the Work. This first schedule which outlines the Contractor's view of the practical way in which the Work will be accomplished is the Baseline Schedule. If the Contractor Fails to submit the Baseline Schedule with the ten (10) days noted then District may withhold processing and approval of progress payments pursuant to Article 9.4 and 9.6.

8.1.1.2 *[Reserved]*.

8.1.1.3 *Schedule Must Be Within the Given Contract Time*. The schedule shall not exceed time limits set forth in the Contract Documents and shall comply with all of the scheduling requirements as set forth in the Specifications.

8.1.1.4 *Submittals Must Be Incorporated (See Article 3.7.2 and 3.9.6)*: Contractor shall include Submittals as line items in the Baseline Schedule as required under Article 3.7.2 and 3.9.6. Submittals shall not delay the Work, Milestones, or the Completion Date. Failure to include Submittals in the Baseline Schedule shall be deemed a material breach by the Contractor.

8.1.1.5 *[Reserved]*

8.1.1.6 *No Early Completion*. Contractor shall not submit a schedule showing early completion without indicating float time through the date set for Project completion by District. Contractor's schedule shall account for all days past early completion as float which belongs to the Project. Usage of float shall not entitle Contractor to any delay claim or damages due to delay.

8.1.1.7 *Use of Schedule Provided in Bid Documents*. In some cases, the Bid will include a preliminary schedule indicating milestones and construction sequences for the Project along with general timing for the Project. The preliminary schedule is not intended to serve as the Baseline Schedule utilized for construction. It is up to the Contractor to study and develop a Baseline Schedule to address the actual durations and sequences of Work that is anticipated while maintaining the Milestones provided by the District. Contract shall obtain information from Contractor's subcontractors and vendors on the planning, progress, delivery of equipment, coordination, and timing of availability of subcontractors so a practical plan of Work is fully developed and represented in the Baseline Schedule.

Incorrect Logic, Durations, Sequences, or Critical Path. The District may reject or indicate durations, sequences, critical path or logic are not acceptable and request changes. The electronic

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copy of the schedule shall have adequate information so logic ties, duration, sequences and critical path may be reviewed electronically. Contractor is to diligently rebuild and resubmit the schedule to represent the Contractor's plan to complete the Work and maintain milestones at the next Progress meeting, or before the next progress meeting. If Contractor is not able to build a schedule that is acceptable to the District or Architect, the District reserves the right to utilize the unapproved originally submitted Baseline (See Article 8.3.2.12) and the comments submitted to hold Contractor accountable for timely delivery of Work and maintenance of Milestones. Furthermore, Contractor's representations in Baseline, if unacceptable, may also be used as a basis for termination of the Contract under Article 14 if Contractor fails to adequately maintain the schedule and falls significantly behind without undertaking the efforts to either submit and follow a recovery schedule or fail to submit a recovery schedule and make no effort toward recovery on the Project.

8.3.1.1 *Contractor Responsibility Even if Schedule Issues Are Not Discovered.* Failure on the Part of the District to discover errors or omissions in schedules submitted shall not be construed to be an approval of the error or omission and a flawed schedule is not grounds for a time extension.

8.3.2.9.1 *[Reserved]*

8.3.1.2 *[Reserved].*

8.3.1.3 *Failure to Meet Requirements.* Failure of the Contractor to provide proper schedules as required by this Article and Article 9 is a material breach of the Contract and grounds for Termination pursuant to Article 14. The District, at its sole discretion, may choose, instead, to withhold, in whole or in part, any Progress Payments or Retention amounts otherwise payable to the Contractor.

8.3.1.4 *Use of an Unapproved Baseline Schedule.* If Schedule Submitted is unacceptable to the District (i.e. failing to meet the requirements of Article 8.3.2) and Contractor does not incorporate or address the written comments to the schedule and a Baseline Schedule is not approved, but due to extreme necessity, the District moves forward without an approved Baseline Schedule, Contractor shall diligently revise and meet Schedule update requirements of Article 8 and incorporate all Article 8.3.2 comments in all updates. However, for purposes of Termination pursuant to Article 14, the Schedule initially submitted shall be treated as a Baseline Schedule with durations shortened to accommodate all Float and other mandatory Schedule Requirements under Article 8.3.2.1 as well as incorporate all 8.3.2 revisions from District or Architect that are noted.

8.3.3 Update Schedules

8.3.3.1 *Updates Shall Be Based on Approved Baseline Schedule.* Except in the case where there has not been agreement as to a Baseline Schedule as addressed in Article 8.3.2.4, after there has been agreement as to the Baseline Schedule, the Baseline Schedule shall be used to build future schedule updates. Schedule Updates shall be a CPM based schedule consistent with the Baseline Schedule requirements of 8.3.2

In the case of utilization of Article 8.3.2.4 and no Baseline has been approved, Schedule updates shall be provided monthly and each update shall incorporate all comments and revisions noted as not complying with the requirements of Article 8.3.2. Contractor shall be held to the Article. Unapproved Baseline Schedule, inclusive of all Milestones, adjusted for comments and all required Baseline Schedule Inclusions under Article 8.3.2.1.

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8.3.3.2 *Schedule Updates.* Contractor shall update the schedule each month to address actual start dates and durations, the percent complete on activities, actual completion dates, estimated remaining duration for the Work in progress, estimated start dates for Work scheduled to start at future times and changes in duration of Work items

8.3.3.3 *[Reserved]*

8.3.3.4 *Recovery Schedule.* In addition to providing a schedule update every thirty (30) days, the Contractor, if requested by the Architect or District, shall take the steps necessary to improve Contractor's progress and demonstrate to the District and Architect that the Contractor has seriously considered how the lost time, the Completion Date, or the milestones that are required to be met how the Completion Date will be met. In no case, shall a Recovery Schedule be provided later than ten (10) days following the request for a Recovery Schedule from the Architect or District.

8.4 EXTENSIONS OF TIME - LIQUIDATED DAMAGES

8.4.1 Liquidated Damages

CONTRACTOR AND DISTRICT HEREBY AGREE THAT THE EXACT AMOUNT OF DAMAGES FOR FAILURE TO COMPLETE THE WORK WITHIN THE TIME SPECIFIED IS EXTREMELY DIFFICULT OR IMPOSSIBLE TO DETERMINE. IF THE WORK IS NOT SUBSTANTIALLY COMPLETED IN THE TIME SET FORTH IN THE AGREEMENT, IT IS UNDERSTOOD THAT THE DISTRICT WILL SUFFER DAMAGES. IT BEING IMPRACTICAL AND UNFEASIBLE TO DETERMINE THE AMOUNT OF ACTUAL DAMAGE, IT IS AGREED THE CONTRACTOR SHALL PAY TO THE DISTRICT THE AMOUNT LIQUIDATED DAMAGES SET FORTH IN THE AGREEMENT, FOR EACH CALENDAR DAY OF DELAY IN REACHING SUBSTANTIAL COMPLETION (SEE ART 1.1.46). ANY LIQUIDATED DAMAGES RECOVERED BY THE DISTRICT SHALL NOT, HOWEVER, LIMIT THE DISTRICT'S RIGHT TO SEPARATELY RECOVER ANY ACTUAL OUT-OF-POCKET DAMAGES IT SUFFERS DUE TO CONTRACTOR'S DELAY. CONTRACTOR AND HIS SURETY SHALL BE LIABLE FOR THE AMOUNT THEREOF PURSUANT TO GOVERNMENT CODE SECTION 53069.85.

8.4.2 Delay

Except and only to the extent provided under Article 7 and Article 8, by signing the Agreement, Contractor agrees to (a) bear the risk of delays to completion of the Work; and (b) that Contractor's bid for the Contract was made with full knowledge of this risk.

8.4.3 [Reserved]

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8.4.4 Notice by Contractor Required

The Contractor shall within five (5) calendar days of beginning of any such delay notify the District in writing of causes of delay with justification and supporting documentation. Claims relating to time extensions shall be made in accordance with applicable provisions of Article 7.

8.4.4.1 *[Reserved]*

ARTICLE 9

PAYMENTS AND COMPLETION

9.1 **CONTRACT SUM**

The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the District to the Contractor for performance of the Work under the Contract Documents.

9.2 **COST BREAKDOWN**

9.2.1 [Reserved]

9.2.2 Information and Preparation of Schedule of Values

9.2.2.1 *Break Down of Schedule of Values.* Schedule of Values shall be broken down by Project, site, building, milestone, or other meaningful method to measure the level of Project Completion as determined by the District.

9.2.2.2 *Based on Contractor Bid Costs.* The Schedule of Values shall be based on the costs from Contractor's bid to the District. However, the submission of the Schedule of Values shall not be front loaded so the Contractor is paid a greater value than the value of the Work actually performed and shall not shift funds from parts of the Project that are later to Work that is performed earlier.

9.2.2.3 Largest Dollar Value for Each Line Item. Identify subcontractors and materials suppliers proposed to provide portions of Work equal to or greater than ten thousand dollars (\$10,000) or one-half (1/2) of one percent (1%) of their Contract Price, whichever is less.

9.2.2.4 *Allowances.* Any Allowances provided for in the Contract shall be a line item in the Schedule of Values.

9.2.2.5 *Ancillary Services and Materials Shall Be Separate.* Ancillary Services and Materials shall be broken into two separate line items unless specifically agreed in writing by the District.

9.2.3 District Approval Required

The District shall review all submissions received pursuant to Paragraph 9.2 in a timely manner. All submissions must be approved by the District before becoming the basis of any payment.

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9.3 PROGRESS PAYMENTS

9.3.1 Payments to Contractor

Unless there is a resolution indicating that the Work for the Project is sufficiently complex, within thirty (30) days after approval of the Request for Payment, Contractor shall be paid a sum equal to ninety-five percent (95%) of the value of the Work performed (as certified by Architect and Inspector and verified by Contractor) up to the last day of the previous month, less the aggregate of previous payments. The value of the Work completed shall be the Contractor's best estimate. Work completed as estimated shall be an approximation or estimate only and no mistake, inaccuracy, error or falsification in said any approved estimate shall operate to release the Contractor, or any surety upon any bond, from damages arising from such Work, or from the District's enforcement of each and every provision of this Contract including but not limited to the Performance Bond and Payment Bond. The District shall have the right to subsequently to correct any mistake, inaccuracy, error or falsification made or otherwise set forth in any approved Request for Payment and such correction may occur in any future Payment Application or in the Retention Payment to the Contractor.

9.3.2 Purchase of Materials and Equipment and Cost Fluctuations

The Contractor is required to order, obtain, and store materials and equipment sufficiently in advance of its Work at no additional cost or advance payment from District to assure that there will be no delays or cost fluctuations due to market fluctuations or procurement difficulties. Contractor further understands and incorporates into Contractor's bid cost any wage rate increases during the Project for the Contractor's labor force as well as all other subcontractor and vendor labor forces.

9.3.3 No Waiver

No payment by District hereunder shall be interpreted so as to imply that District has inspected, approved, or accepted any part of the Work. Contractor specifically understands that Title 24 Section 4-343 that:

“It is the duty of the contractor to complete the work covered by his or her contract in accordance with the approved plans and specifications therefore. The contractor in no way is relieved of any responsibility by the activities of the Architect, Engineer, Inspector or DSA in the performance of such duties...In no case, however, shall the instruction of the Architect or registered Engineer be construed to cause work to be done with is not in conformity with the approved plans, specifications, and change orders...”

9.3.4 Issuance of Certificate of Payment

The Architect shall, within seven (7) days after receipt of the Contractor's Application for Payment, either approve such payment or notify the Contractor in writing of the Architect's reasons for withholding approval in whole or in part as provided in Paragraph 9.6. The review of the Contractor's Application for Payment by the Architect is based on the Architect's observations at the Site and the data comprising the Application for Payment that the Work has progressed to the point indicated and that, to the best of the Architect's knowledge, information, and belief, the quality of the Work is in accordance with the Contract Documents. In some cases, the Architect may act upon or rely on the evaluation of the Work by the Inspector. This review of Payment Applications is sometimes called a “Pencil Draft.” District's return of a Pencil Draft shall constitute the District's dispute of the Pay Application that has been submitted. Contractor shall promptly respond to Pencil Drafts or Contractor's Pay Applications may be delayed. Contractor's failure to promptly respond to a Pencil Draft shall qualify as a delay in the Prompt Payment of a Request for Payment or Request for Retention..

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9.3.5 [Reserved]

9.4 **APPLICATIONS FOR PROGRESS PAYMENTS**

9.4.1 Procedure

9.4.1.1 *Application for Progress.* On or before the fifth (5th) day of each calendar month during the progress of the Work, Contractor shall submit to the Architect an itemized Application for Progress Payment for operations completed. Such application shall be notarized, if required, and supported by the following or such portion thereof as Architect requires:

1. The amount paid to the date of the Application to the Contractor, to all its Subcontractors, and all others furnishing ancillary services, material, or equipment for its Contract;
2. The amount being requested under the Application for Payment by the Contractor on its own behalf and separately stating the amount requested on behalf of each of the Subcontractors and all others furnishing ancillary services, material, and equipment under the Contract;
3. The balance that will be due to each of such entities after said payment is made;
4. A certification that the As-Built Drawings and Annotated Specifications are current;
5. Itemized breakdown of Work done for the purpose of requesting partial payment;
6. An updated construction schedule in conformance with Paragraph 8;
7. The additions to and subtractions from the Contract Price and Contract Time;
8. A summary of the Retention held;
9. Material invoices, evidence of equipment purchases, rentals, and other support and details of cost as the District may require from time to time;
10. The percentage of completion of the Contractor's Work by line item; and
11. An updated Schedule of Values from the preceding Application for Payment.
12. Prerequisites for Progress Payments

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9.4.1.2 [Reserved]:

9.4.1.3 [Reserved].

9.4.1.4 *All Payment Requests.* No payment requests will be processed unless Contractor has submitted copies of the Certified Payroll records for the Work which correlates to the payment request and a proper CPM schedule pursuant to Article 8 is submitted. Contractor must also submit all required OCIP information and documents as set forth in the OCIP Manual and Information

9.4.1.5 *Final Pay Application (90%).* See Article 9.11.1

9.4.1.6 *Final Pay Application (95%).* See Article 9.11.3

9.5 STOP NOTICE CLAIMS AND WARRANTY OF TITLE

The Contractor warrants title to all Work. The Contractor further warrants that all Work is free and clear of liens, claims, security interests, stop notices, or encumbrances in favor of the Contractor, Subcontractors, material and equipment suppliers, or other persons or entities making a claim by reason of having provided ancillary services, materials, and equipment relating to the Work. Failure to keep work free of liens, stop notices, claims, security interests or encumbrances is grounds to make a claim against Contractor's payment and performance bond to immediately remedy and defend.

If a lien or stop notice of any nature should at any time be filed against the Work or any District property, by any entity which has supplied material or services at the request of the Contractor, Contractor and Contractor's surety shall promptly, on demand by District and at Contractor's and surety's own expense, take any and all action necessary to cause any such lien or stop notice to be released or discharged immediately therefrom.

If the Contractor fails to furnish to the District within ten (10) calendar days after written demand by the District, satisfactory evidence that a lien or stop notice has been so released, discharged, or secured, then District may discharge such indebtedness and deduct the amount required therefor, together with any and all losses, costs, damages, and attorney's fees and expense incurred or suffered by District from any sum payable to Contractor under the Contract. In addition, any liens, stop notices, claims, security interests or encumbrances shall trigger the indemnification requirements under Article 3.15 and shall act as a trigger under Civil Code Section 2778 and 2779 requiring reimbursement for any and all costs following the District's written demand has been made.

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9.6 DECISIONS TO WITHHOLD PAYMENT

9.6.1 Reasons to Withhold Payment

The District may withhold payment in whole, or in part, to the extent reasonably necessary to protect the District if, in the District's opinion, the representations to the District required by Paragraph 9.4 cannot be made. The District may withhold payment, in whole, or in part, to such extent as may be necessary to protect the District from loss because of, but not limited to:

- a. Defective Work not remedied;
- b. Stop Notices served upon the District;
- c. Liquidated damages assessed against the Contractor;
- d. The cost of completion of the Contract if there exists reasonable doubt that the Work can be completed for the unpaid balance of any Contract Price or by the completion date;
- e. Damage to the District or other contractor;
- f. Unsatisfactory prosecution of the Work by the Contractor;
- g. Failure to store and properly secure materials;
- h. Failure of the Contractor to submit on a timely basis, proper and sufficient documentation required by the Contract Documents, including, without limitation, acceptable monthly progress schedules, Shop Drawings, Submittal schedules, schedule of values, product data and samples, proposed product lists, executed Change Order, Construction Change Directives, and verified reports;
- i. Failure of the Contractor to maintain record drawings;
- j. Erroneous estimates by the Contractor of the value of the Work performed, or other false statements in an Application for Payment;
- k. Unauthorized deviations from the Contract Documents (including but not limited to Unresolved Notices of Deviations (DSA Form 154));
- l. Failure of the Contractor to prosecute the Work in a timely manner in compliance with established progress schedules and completion dates.

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- m. Failure to properly pay prevailing wages as defined in Labor Code section 1720, et seq.;
- n. Failure to properly maintain or clean up the Site;
- o. Payments to indemnify, defend, or hold harmless the District;
- p. Any payments due to the District including but not limited to payments for failed tests, or utilities changes or permits;
- q. Failure to submit an acceptable schedule in accordance with Paragraph 3.8; or
- r. Failure to pay Subcontractor or suppliers as required by Paragraph 9.8.1
- s. Failure to secure warranties, including the cost to pay for warranties.
- t. Failure to provide release from material suppliers or subcontractors when requested to do so
- u. Items deducted pursuant to Article 2.2
- v. Incomplete Punch List items under Article 9.9.1.2 which have gone through the Article 2.2 process.
- w. Allowances that have not been used

9.6.2 Reallocation of Withheld Amounts

District may, in its discretion, apply any withheld amount to payment of outstanding claims or obligations as defined in Paragraphs 9.6.1 and 9.5. In so doing, District shall make such payments on behalf of Contractor. If any payment is so made by District, then such amount shall be considered as a payment made under Contract by District to Contractor and District shall not be liable to Contractor for such payments made in good faith. Such payments may be made without prior judicial determination of claim or obligation. District will render Contractor an accounting of such funds disbursed on behalf of Contractor.

If Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents or fails to perform any provision thereof, District may, after ten (10) calendar days written notice to the Contractor and without prejudice to any other remedy make good such deficiencies. The District shall adjust the total Contract price by reducing the amount thereof by the cost of making good such deficiencies. If District deems it inexpedient to correct Work which is damaged, defective, or not done in accordance with Contract provisions, an equitable reduction in the Contract price (of at least 150% of the estimated reasonable value of the nonconforming Work) shall be made therefor.

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9.6.3 Payment After Cure

When the grounds for declining approval are removed, payment shall be made for amounts withheld because of them. No interest shall be paid on any retainage or amounts withheld due to the failure of the Contractor to perform in accordance with the terms and conditions of the Contract Documents.

9.7 **NONCONFORMING WORK**

Contractor shall promptly remove from premises all Work identified by District as failing to conform to the Contract whether incorporated or not. Contractor shall promptly replace and re-execute its own Work to comply with the Contract without additional expense to District and shall bear the expense of making good all Work of other contractors destroyed or damaged by such removal or replacement.

If Contractor does not remove such Work which has been identified by District as failing to conform to the Contract Documents within a reasonable time, fixed by written notice, District may remove it and may store the material at Contractor's expense. If Contractor does not pay expenses of such removal within ten (10) calendar days' time thereafter, District may sell such materials at auction or at private sale and shall account for net proceeds thereof, after deducting all costs and expenses that should have been borne by Contractor.

9.8 **[Reserved]**

9.9 **COMPLETION OF THE WORK**

9.9.1 Close-Out Procedures

9.9.1.1 *[Reserved]*

9.9.1.2 *Punch List Is Prepared Only After the Project Is Substantially Complete.* If any of the conditions noted in Article 1.1.46 as defining Substantial Completion are not met, the Inspector, Architect or District may reject Contractor's Incomplete Punch Items as premature. If the Architect and Inspector commence review of Incomplete Punch Items, all rights are reserved until the Project actually meets the definition of Substantially Complete. Liquidated Damages, warranties, and other contractual rights are not affected by Incomplete Punch Items unless otherwise addressed in these General Conditions.

Once the Inspector and the Architect determine the Project is Substantially Complete, a Certificate of Substantial Completion shall be issued. The Inspector and Architect shall prepare a Punch List of items which is an inspection report of the Work, if any, required in order to complete the Contract Documents and ensure compliance with the DSA Approved Plans so the Project may be Completed by the Contractor and a final DSA Close-Out is approved. When all Work for the Project is Complete, including Punch Lists and all Work complies with the approved Contract Documents and Change Orders, the Project has reached Final Completion.

9.9.1.3 *Time for Completion of Punch List.* Contractor shall only be given a period of no more than thirty (30) days to complete the Punch List on Project. During the Punch List period Contractor Superintendent and Project Manager shall remain engaged in the Project and

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9.9.1.4 shall not be removed or replaced. If the Punch List is not completed at the end of the Punch List time then Contractor shall issue a valued Punch List within 5 days after the date the Punch List time ends. If Contractor does not issue such a list, the Owner or Architect may issue a valued Punch List to the Contractor and withhold up to 150% of the value of the Punch List Work pursuant to Article 2.2 of this Agreement.

9.9.1.5 *[Reserved]*

9.9.1.6 *Punch List Liquidated Damages to Compensate for Added District Project Costs.* If the total time utilized for Punch List exceeds sixty (60) days, then Contractor shall be charged liquidated damages of at least \$750 per day for continued Punch List Work to compensate for an Inspector, Architect, and Construction Manager extended time on the Project. This Punch List Liquidated Damage number is based on anticipated cost for an Inspector on site and additional costs for the Architect and Construction Manager to re-inspect Punch List items and perform the administration of the Close-out.

9.9.2 Close-Out Requirements for Final Completion of the Project

- a. Utility Connections. Buildings shall be connected to water, gas, sewer, and electric services, complete and ready for use. Service connections shall be made and existing services reconnected
- b. As-Builts Up to Date and Complete. The intent of this procedure is to obtain an exact "As-Built" record of the Work upon completion of the project. The following information shall be carefully and correctly drawn on the prints and all items shall be accurately located and dimensioned from finished surfaces of building walls on all record drawings
 1. The exact location and elevations of all covered utilities, including valves, cleanouts, etc. must be shown on As-Builts
 2. Contractor is liable and responsible for inaccuracies in As-Built drawings, even though they become evident at some future date.
 3. Upon completion of the Work and as a condition precedent to approval of Retention Payment, Contractor shall obtain the Inspector's approval of the "As-Built" information. When completed, Contractor shall deliver corrected sepias and/or a Diskette with an electronic file in a format acceptable to the District.
 4. District may withhold the cost to hire a draftsman and potholing and testing service to complete Record As-Built Drawings at substantial cost if the Contractor does not deliver a complete set of Record As-Built Drawings. This shall result in withholding of between \$10,000 to \$20,000 per building that does not have a corresponding Record As Built Drawing.

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- c. Any Work not installed as originally indicated on drawings
- d. All DSA Close-Out requirements (See DSA Certification Guide) Contractor is also specifically directed to Item 3.2 in the DSA Certification Guide and the applicable certificates for the DSA-311 form.
- e. Submission of Form 6-C. Contractor shall be required to execute a Form 6-C as required under Title 24 Sections 4-343. The Contractor understands that the filing with DSA of a Form 6-C is a requirement to obtain final DSA Approval of the Construction by Contractor and utilized to verify under penalty of perjury that the Work performed by Contractor complies with the DSA approved Contract Documents. The failure to file a DSA Form 6C has two consequences. First, the Construction of the Project will not comply with the Design Immunity Provisions of Government Code Section 830.6 and exposes the District and the individual Board members to Personal Liability for injuries that occur on the Project.

Secondly , under DSA IR A-20, since the Project cannot be Certified by DSA, no future or further Projects will be authorized so Contractor will have essentially condemned the campus from any future modernization or addition of new classrooms through their failure to file the DSA Form 6C.

1. *Execution of the DSA Form 6-C is mandatory.* Refusal to Execute the Form 6-C, which is a Final DSA Verified Report that all Work performed complies with the DSA approved Contract Documents is a violation of Education Code Section 17312 and shall be referred to the Attorney General for Prosecution.
2. *Referral to the District Attorney for Extortion.* If the Contractor's refusal to execute the DSA Form 6C is to leverage a Dispute, Claim or Litigation, then the matter shall also be referred to the District Attorney for prosecution for Extortion.
3. *Contractor shall be Responsible for All Costs to Certify the Project.* The District may Certify the Project complies with Approved Plans and Specifications by utilizing the procedures under the Project Certification Guide (Located at the DSA website at http://www.documents.dgs.ca.gov/dsa/plan_review_process/project_certification_guide_updated_03-15-13.pdf). All costs for professionals, inspection, and testing required for an alternate Project Certification shall be the Contractor's responsibility and the District reserves its right to institute legal action against the Contractor and Contractor's Surety for all costs to Certify the Project and all costs to correct Non-Compliant Work that is discovered during the Alternate Certification Process.

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- f. ADA Work that must be corrected to receive DSA certification. See Article 12.2.
- g. Maintenance Manuals. At least thirty (30) days prior to final inspection, three (3) copies of complete operations and maintenance manuals, repair parts lists, service instructions for all electrical and mechanical equipment, and equipment warranties shall be submitted. All installation, operating, and maintenance information and drawings shall be bound in 8½” x 11” binders. Provide a table of contents in front and all items shall be indexed with tabs. Each manual shall also contain a list of subcontractors, with their addresses and the names of persons to contact in cases of emergency. Identifying labels shall provide names of manufactures, their addresses, ratings, and capacities of equipment and machinery.
 - 1. Maintenance manuals shall also be delivered in electronic media for the Project. Any demonstration videos shall also be provided on electronic media.
- h. Inspection Requirements. Before calling for final inspection, Contractor shall determine that the following Work has been performed:
 - 1. The Work has been completed.
 - 2. Mechanical and electrical Work complete, fixtures in place, connected and tested.
 - 3. Electrical circuits scheduled in panels and disconnect switches labeled.
 - 4. Painting and special finishes complete.
 - 5. Doors complete with hardware, cleaned of protective film relieved of sticking or binding and in working order.
 - 6. Tops and bottoms of doors sealed.
 - 7. Floors waxed and polished as specified.
 - 8. Broken glass replaced and glass cleaned.
 - 9. Grounds cleared of Contractor’s equipment, raked clean of debris, and trash removed from Site.
 - 10. Work cleaned, free of stains, scratches, and other foreign matter, replacement of damaged and broken material.
 - 11. Finished and decorative work shall have marks, dirt and superfluous labels removed.
 - 12. Final cleanup, as in Paragraph 3.12.

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13. All Work pursuant to Article 9.11

14. Furnish a letter to District stating that a responsible representative of District [give name and position] has been instructed in working characteristics of mechanical and electrical equipment.

9.9.3 Costs of Multiple Inspections

More than two (2) requests of the District to make inspections required under Paragraph 9.9.1 shall be considered an additional service of Architect, Inspector, Engineer or other consultants shall be the Contractor's responsibility pursuant to Article 4.5 and all subsequent costs will be prepared as a Deductive Change Order.

9.10 **PARTIAL OCCUPANCY OR USE**

9.10.1 District's Rights

The District may occupy or use any completed or partially completed portion of the Work at any stage. The District and the Contractor shall agree in writing to the responsibilities assigned to each of them for payments, security, maintenance, heat, utilities, damage to the Work, insurance, the period for correction of the Work, and the commencement of warranties required by the Contract Documents. If District and Contractor cannot agree as to responsibilities such disagreement shall be resolved pursuant to Paragraph 4.6. When the Contractor considers a portion complete, the Contractor shall prepare and submit a Punch List to the District as provided under Paragraph 9.9.1.

9.10.2 Inspection Prior to Occupancy or Use

Immediately prior to such partial occupancy or use, the District, the Contractor, and the Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

9.10.3 No Waiver

Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

9.11 **COMPLETION AND FINAL PAYMENT**

9.11.1 Final Payment (90% Billing if Substantially Complex Finding and 95% Billing If No Resolution Is Provided)

The following items must be completed before the Final Pay Application will be accepted for processing at Substantial Completion of the Project:

- a. Inspector Sign off of each item in the DSA 152 Project Inspection Card;

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- b. The Project has reached the Punch List items under Article 9.9.1.2 and the Project has been determined to be Substantially Complete under Article 1.1.28;
- c. Removal of temporary facilities and services;
- d. Testing, adjusting and balance records are complete;
- e. Removal of surplus materials, rubbish, and similar elements;
- f. Change Over of Door locks;
- g. Deductive items pursuant to Article 9.6 and Article 2.2; and,
- h. Completion and submission of all final Change Orders for the Project.;

9.11.2 Final Inspection (Punch List Completion)

Contractor shall comply with Punch List procedures under Article 9.9.1.1, and maintain the presence of Project Superintendent and Project Manager (not replacement project superintendent or project manager) until the Punch List is complete to ensure proper and timely completion of the Punch List. Under no circumstances shall Contractor demobilize its forces prior to completion of the Punch List.

Upon completion of the Work under Article 9.9.1, the Contractor shall notify the District and Architect, who shall again inspect such Work. If the Architect and the District finds the Work contained in Punch List acceptable under the Contract Documents and, therefore, the Work shall have reached Final Completion. Architect shall notify Contractor, who shall then submit to the Architect its Application for Retention Payment. This Application for Retention Payment shall contain any deductions under Article 9.6, including but not limited to incomplete Punch List items under Article 9.9.1.

Upon receipt and approval of Application for Retention Payment, the Architect shall issue a Form 6 stating that to the best of its knowledge, information, and belief, and on the basis of its observations, inspections, and all other data accumulated or received by the Architect in connection with the Work, such Work has been completed in accordance with the Contract Documents. The District shall thereupon inspect such Work and either accept the Work as complete or notify the Architect and the Contractor in writing of reasons why the Work is not complete. Upon acceptance of the Work of the Contractor as fully complete (which, absent unusual circumstances, will occur when the Punch List items have been satisfactorily completed), the District shall record a Notice of Completion with the County Recorder, and the Contractor shall, upon receipt of payment from the District, pay the amounts due Subcontractors.

If the Architect and the District find that the Work Contained in the Punch List is unacceptable, then Contractor shall issue a valued Punch List within 5 days after the date the Punch List time ends. If Contractor does not issue such a list, the Owner or Architect may issue a valued Punch List to the Contractor and withhold up to 150% of the value of the Punch List Work pursuant to Article 2.2 of this Agreement.

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9.11.3 Retainage (100% Billing for the Entire Project)

The retainage, less any amounts disputed by the District or which the District has the right to withhold Pursuant to Paragraph 9.6 (including but not limited to incomplete Punch List items under Article 9.9.1), shall be paid after approval by the District of the Application for Retention Payment, after the satisfaction of the conditions set forth in Article 9, the Final Inspection under Article 9.11.2 is completed, and after thirty-five (35) days after the acceptance of the Work and recording of the Notice of Completion by District. No interest shall be paid on any retainage, or on any amounts withheld due to a failure of the Contractor to perform, in accordance with the terms and conditions of the Contract Documents, except as provided to the contrary in any Escrow Agreement between the District and the Contractor.

- a. Procedures for Application for Retention Payment. The following conditions must be fulfilled prior to release of Retention Payment:
 - i. A full and final waiver or release of all Stop Notices in connection with the Work shall be submitted by Contractor, including a release of Stop Notice in recordable form, together with (to the extent permitted by law) a copy of the full and final release of all Stop Notice rights.
 - ii. The Contractor shall have made all corrections, including all Punch List Items, to the Work which are required to remedy any defects therein, to obtain compliance with the Contract Documents or any requirements of applicable codes and ordinances, or to fulfill any of the orders or directions of District required under the Contract Documents.
 - iii. Each Subcontractor shall have delivered to the Contractor all written guarantees, warranties, applications, releases from the Surety and warranty bonds (if applicable) required by the Contract Documents for its portion of the Work.
 - iv. Contractor must have completed all requirements set forth in Article 9.9
 - v. Contractor must have issued a Form 6C for the Project.
 - vi. The Contractor shall have delivered to the District all manuals and materials required by the Contract Documents.
 - vii. The Contractor shall have completed final clean up as required by Paragraph 3.12
 - viii. Contractor shall have all deductive items under Article 9.6 and Article 2.2 submitted as part of the Retention Payment.

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9.11.4 Recording of a Notice of Completion After Punch List Period and Final Inspection.

When the Work, or designated portion thereof, is complete or the District has completed the Article 9.6 and/or the Article 2.2 process, whichever occurs first, the District will file either a Notice of Completion or a Notice of Completion noting Valued Punch List items. Valued Punch List items will be deducted from the Retention Payment.

During the time when Work is being performed on the Punch List, the Project does not meet the definition of "Complete" under Public Contract Code Section 7107(c)(1) even if there is "beneficial occupancy" of the Project since that has been no "cessation of labor" on the Project. Completion of Punch List under this Article is not "testing, startup, or commissioning by the public entity or its agent." In other words, the continuing Punch List Work is Contractor labor on the Project until each and every item of Punch List Work is complete or the time periods under Article 9.9.1 have expired.

9.10.1 Warranties

Warranties required by the Contract Documents shall commence on the date of Completion of the entire Work. Warranty periods DO NOT commence at Substantial Completion or when a particular subcontractor work is complete. No additional charges, extras, Change Orders, or Claims may be sought for warranties commencing from the Notice of Completion.

District shall have the right to utilize equipment, test, and operate as necessary for acclimation, or testing without voiding or starting warranties. Taking beneficial occupancy shall not start warranties except in the case where the District agrees, in writing, that warranties shall commence running or where the District is taking phased occupancy of specific buildings or areas and completes separate Punch Lists as further addressed in Article 4.2.7.

9.10.2 Time for Submission of Application for Final Payment and Retention Payment (Unilateral Processing of Final and Retention Pay Application).

If Contractor submits a Final Pay Application which fails to include deductive items under Article 9.6, the District or Architect shall note this defective request for Final Pay Application. The Contractor shall be notified that specific deductive items shall be included in the Final Pay Application. If Contractor either continues to submit the Final Pay Application without deductive items under Article 9.6, or a period of 14 calendar days passes after Contractor is provided written notice of deductive items for inclusion in Final Pay Application, then District may either alter the Final Pay Application and recalculate the math on the Final Pay Application to address the Article 9.6 deductive items or process a Unilateral Final Pay Application.

9.10.3 Unilateral Release of Retention

After the recordation of the Notice of Completion, or within sixty (60) days following the completion of the Punch List or the expiration of the time for completion of Punch List under Article 9.9.1, if Contractor does not make an Application for Release of Retention, the District may unilaterally release retention less any deducts under Article 9.6 and/or Article 2.2, withholds due to stop notice, or other defective work on the Project. District may also choose to unilaterally release Retention after deduction of 150% of any disputed items, which may also include items

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under Article 9.6 and 2.2. If a deduction pursuant to Article 9.6 is made from Retention, a letter deducting specific valued items shall be considered a notice of Default under the terms of the Escrow Agreement.

9.12 SUBSTITUTION OF SECURITIES

The District will permit the substitution of securities in accordance with the provisions of Public Contract Code section 22300.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

10.1.1 Contractor Responsibility

The Contractor shall be responsible for all damages to persons or property that occur as a result of its fault or negligence in connection with the prosecution of this Contract and shall take all necessary measures and be responsible for the proper care and protection of all materials delivered and Work performed until completion and final acceptance by the District. All Work shall be solely at the Contractor's risk, with the exception of damage to the Work caused by "acts of God" as defined in Public Contract Code Section 7105(b)(2).

Contractor shall take, and require subcontractor to take, all necessary precautions for safety of workers on the Work and shall comply with all applicable federal, state, local and other safety laws, standards, orders, rules, regulations, and building codes to prevent accidents or injury to persons on, about, or adjacent to premises where Work is being performed and to provide a safe and healthful place of employment. In addition to meeting all requirements of OSHA, Cal-OSHA, state, and local codes, Contractor shall furnish, erect and properly maintain at all times, as directed by District or Architect or required by conditions and progress of Work, all necessary safety devices, safeguards, construction canopies, signs, audible devices for protection of the blind, safety rails, belts and nets, barriers, lights, and watchmen for protection of workers and the public, and shall post danger signs warning against hazards created by such features in the course of construction. Contractor shall designate a responsible member of its organization on the Work, whose duty shall be to post information regarding protection and obligations of workers and other notices required under occupational safety and health laws, to comply with reporting and other occupational safety requirements, and to protect the life, safety and health of workers. The name and position of person so designated shall be reported to District by Contractor. Contractor shall correct any violations of safety laws, rules, orders, standards, or regulations. Upon the issuance of a citation or notice of violation by the Division of Occupational Safety and Health, such violation shall be corrected promptly.

10.1.2 Subcontractor Responsibility

Contractor shall require that Subcontractors participate in, and enforce, the safety and loss prevention programs established by the Contractor for the Project, which will cover all Work performed by the Contractor and its Subcontractors. Each Subcontractor shall designate a responsible member of its organization whose duties shall include loss and accident prevention, and

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who shall have the responsibility and full authority to enforce the program. This person shall attend meetings with the representatives of the various Subcontractors employed to ensure that all employees understand and comply with the programs.

10.1.3 Cooperation

All Subcontractors and material or equipment suppliers shall cooperate fully with Contractor, the District, and all insurance carriers and loss prevention engineers

10.1.1 Accident Reports

Subcontractors shall immediately, within two (2) days, report in writing to the Contractor all accidents whatsoever arising out of, or in connection with, the performance of the Work, whether on or off the Site, which caused death, personal injury, or property damage, giving full details and statements of witnesses. In addition, if death or serious injuries or serious damages are caused, the accident shall be reported within four (4) days by telephone or messenger. Contractor shall thereafter immediately, within two (2) days, report the facts in writing to the District and the Architect giving full details of the accident.

10.1.2 First-Aid Supplies at Site

The Contractor will provide and maintain at the Site first-aid supplies which complies with the current Occupational Safety and Health Regulations.

10.1.3 Material Safety Data Sheets and Compliance with Proposition 65

Contractor is required to have material safety data sheets available in a readily accessible place at the job site for any material requiring a material safety data sheet per the Federal "hazard communication" standard, or employees' "right-to-know law." The Contractor is also required to properly label any substance brought into the job site, and require that any person working with the material, or within the general area of the material, is informed of the hazards of the substance and follows proper handling and protection procedures.

Contractor is required to comply with the provisions of California Health and Safety Code section 25249, et seq., which requires the posting and giving of notice to persons who may be exposed to any chemical known to the State of California to cause cancer. The Contractor agrees to familiarize itself with the provisions of this section, and to comply fully with its requirements.

10.1.4 Non-Utilization of Asbestos Material

NO ASBESTOS OR ASBESTOS-CONTAINING PRODUCTS SHALL BE USED IN THIS CONSTRUCTION OR IN ANY TOOLS, DEVICES, CLOTHING, OR EQUIPMENT USED TO EFFECT THIS CONSTRUCTION.

Decontamination and removal of Work found to contain asbestos or Work installed with asbestos-containing equipment shall be done only under supervision of a qualified consultant, knowledgeable in the field of asbestos abatement and accredited by the Environmental Protection Agency.

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The asbestos removal contractor shall be an EPA accredited contractor qualified in the removal of asbestos and shall be chosen and approved by the asbestos consultant, who shall have sole discretion and final determination in this matter.

Interface of Work under this Contract with Work containing asbestos shall be executed by the Contractor at his risk and at his discretion, with full knowledge of the currently accepted standards, hazards, risks, and liabilities associated with asbestos work and asbestos-containing products. By execution of this Contract, the Contractor acknowledges the above and agrees to hold harmless District and its assigns for all asbestos liability which may be associated with this work and agrees to instruct his employees with respect to the above-mentioned standards, hazards, risks, and liabilities

10.2 SAFETY OF PERSONS AND PROPERTY

10.2.1 The Contractor

The Contractor shall take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury, or loss to:

- a. Employees on the Work and other persons who may be affected thereby;
- b. The Work, material, and equipment to be incorporated therein, whether in storage on or off the Site, under the care, custody, or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
- c. Other property at the Site or adjacent thereto such as trees, shrubs, lawns, walks, pavement, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

Contractor is constructive owner of Project site as more fully discussed in Paragraph 6.2.

10.2.2 Contractor Notices

The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on the safety of persons or property or their protection from damage, injury, or loss.

10.2.3 Safety Barriers and Safeguards

The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notifying owners and users of adjacent sites and utilities.

10.2.4 Use or Storage of Hazardous Material

When use or storage of explosives, other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel. The Contractor shall notify the District any time that explosives or hazardous materials are expected to be stored on Site. Location of storage shall be coordinated with the District and local fire authorities.

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10.2.5 Protection of Work

The Contractor and Subcontractors shall continuously protect the Work, the District's property, and the property of others, from damage, injury, or loss arising in connection with operations under the Contract Documents. The Contractor and Subcontractors, at their own expense, shall make good any such damage, injury, or loss, except such as may be solely due to, or caused by, agents or employees of the District.

The Contractor, at Contractor's expense, will remove all mud, water, or other elements as may be required for the proper protection and prosecution of its Work.

Contractor shall take adequate precautions to protect existing roads, sidewalks, curbs, pavements, utilities, adjoining property and structures (including, without limitation, protection from settlement or loss of lateral support), and to avoid damage thereto, and repair any damage thereto caused by construction operations. All permits, licenses, or inspection fees required for such repair Work shall be obtained and paid for by Contractor.

10.2.6 Requirements for Existing Sites

Contractor shall (unless waived by the District in writing):

- a. When performing construction on existing sites, become informed and take into specific account the maturity of the students on the Site; and perform Work which may interfere with school routine before or after school hours, enclose working area with a substantial barricade, and arrange Work to cause a minimum amount of inconvenience and danger to students and faculty in their regular school activities. The Contractor shall comply with specifications and directives of the District regarding the timing of certain construction activities in order to avoid unnecessary interference with school functioning.
- b. Avoid performing any Work that will disturb students during testing.
- c. Provide substantial barricades around any shrubs or trees indicated to be preserved.
- d. Deliver materials to building area over route designated by Architect.
- e. Take preventive measures to eliminate objectionable dust, noise, or other disturbances.
- f. Confine apparatus, the storage of materials, and the operations of workers to limits indicated by law, ordinances, permits or directions of Architect; and not interfere with the Work or unreasonably encumber premises or overload any structure with materials; and enforce all instructions of District and Architect regarding signs, advertising, fires, and smoking and require that all workers comply with all regulations while on the Project site.

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- g. Take care to prevent disturbing or covering any survey markers, monuments, or other devices marking property boundaries or corners. If such markers are disturbed by accident, they shall be replaced by an approved land surveyor or civil engineer and all maps and records required therefrom shall be filed with county and local authorities, at no cost to the District. All filing and plan check fees shall be paid by Contractor.
- h. Provide District on request with Contractor's written safety program and safety plan for each site.

10.2.7 Shoring and Structural Loading

The Contractor shall not impose structural loading upon any part of the Work under construction or upon existing construction on or adjacent to the Site in excess of safe limits, or loading such as to result in damage to the structural, architectural, mechanical, electrical, or other components of the Work. The design of all temporary construction equipment and appliances used in construction of the Work and not a permanent part thereof, including, without limitation, hoisting equipment, cribbing, shoring, and temporary bracing of structural steel, is the sole responsibility of the Contractor. All such items shall conform with the requirements of governing codes and all laws, ordinances, rules, regulations, and orders of all authorities having jurisdiction. The Contractor shall take special precautions, such as shoring of masonry walls and temporary tie bracing of structural steel Work, to prevent possible wind damage during construction of the Work. The installation of such bracing or shoring shall not damage the Work in place or the Work installed by others. Any damage which does occur shall be promptly repaired by the Contractor at no cost to the District.

10.1.1 Conformance within Established Limits

The Contractor and Subcontractors shall confine their construction equipment, the storage of materials, and the operations of workers to the limits indicated by laws, ordinances, permits, and the limits established by the District or the Contractor, and shall not unreasonably encumber the premises with construction equipment or materials.

10.1.2 Subcontractor Enforcement of Rules

Subcontractors shall enforce the District's and the Contractor's instructions, laws, and regulations regarding signs, advertisements, fires, smoking, the presence of liquor, and the presence of firearms by any person at the Site.

10.1.3 Site Access

The Contractor and the Subcontractors shall use only those ingress and egress routes designated by the District, observe the boundaries of the Site designated by the District, park only in those areas designated by the District, which areas may be on or off the Site, and comply with any parking control program established by the District, such as furnishing license plate information and placing identifying stickers on vehicles.

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10.1.4 Security Services.

The Contractor shall be responsible for providing security services for the Site as needed for the protection of the Site and as determined in the District's sole discretion.

10.2 **EMERGENCIES**

10.2.1 Emergency Action

In an emergency affecting the safety of persons or property, the Contractor shall take any action necessary, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 7.

10.2.2 Accident Reports

The Contractor shall promptly report in writing to the District all accidents arising out of or in connection with the Work, which caused death, personal injury, or property damage, giving full details and statements of any witnesses in conformance with Article 10.1.4. In addition, if death, serious personal injuries, or serious property damages are caused, the accident shall be reported in accordance with Paragraph 10.1.4, immediately by telephone or messenger to the District.

10.3 **HAZARDOUS MATERIALS**

10.3.1 Discovery of Hazardous Materials

In the event the Contractor encounters or suspects the presence on the job site of material reasonably believed to be asbestos, polychlorinated biphenyl (PCB), or any other material defined as being hazardous by § 25249.5 of the California Health and Safety Code, which has not been rendered harmless, the Contractor shall immediately stop Work in the area affected and report the condition to the District and the Architect in writing, whether or not such material was generated by the Contractor or the District. The Work in the affected area shall not thereafter be resumed, except by written agreement of the District and the Contractor, if in fact the material is asbestos, polychlorinated biphenyl (PCB), or other hazardous material, and has not been rendered harmless. The Work in the affected area shall be resumed only in the absence of asbestos, polychlorinated biphenyl (PCB), or other hazardous material, or when it has been rendered harmless by written agreement of the District and the Contractor.

10.3.2 Hazardous Material Work Limitations

In the event that the presence of hazardous materials is suspected or discovered on the Site (except in cases where asbestos and other hazardous material Work in the Contractor's responsibility), the District shall retain an independent testing laboratory to determine the nature of the material encountered and whether corrective measures or remedial action is required. The Contractor shall not be required pursuant to Article 7 to perform without consent any Work in the affected area of the Site relating to asbestos, polychlorinated biphenyl (PCB), or other hazardous

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material, until any known or suspected hazardous material has been removed, or rendered harmless, or determined to be harmless by District, as certified by an independent testing laboratory and approved by the appropriate government agency.

10.3.3 Indemnification by Contractor for Hazardous Material Caused by Contractor

In the event the hazardous materials on the Project Site is caused by the Contractor, the Contractor shall pay for all costs of testing and remediation, if any, and shall compensate the District for any additional costs incurred as a result of Contractor's generation of hazardous material on the Project Site. In addition, the Contractor shall defend, indemnify and hold harmless District and its agents, officers, and employees from and against any and all claims, damages, losses, costs and expenses incurred in connection with, arising out of, or relating to, the presence of hazardous material on the Project Site.

10.3.4 Terms of Hazardous Material Provision

The terms of this Hazardous Material provision shall survive the completion of the Work and/or any termination of this Contract

ARTICLE 11 INSURANCE AND BONDS

11.1 CONTRACTOR'S LIABILITY INSURANCE

11.1.1 Insurance Requirements

Before the commencement of the Work, the Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in California as admitted carriers with a financial rating of at least an A status as rated in the most recent edition of Best's Insurance Reports or as amended by the Supplementary General Conditions, such insurance as will protect the District from claims set forth below, which may arise out of or result from the Contractor's operations under the Contract and for which the Contractor may be legally liable, whether such operations are by the Contractor, by a Subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- a. Claims for damages because of bodily injury, sickness, disease, or death of any person District would require indemnification and coverage for employee claim;
- b. Claims for damages insured by usual personal injury liability coverage, which are sustained by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor or by another person;
- c. Claims for damages because of injury or destruction of tangible property, including loss of use resulting therefrom, arising from operations under the Contract Documents;

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- d. Claims for damages because of bodily injury, death of a person, or property damage arising out of the ownership, maintenance, or use of a motor vehicle, all mobile equipment, and vehicles moving under their own power and engaged in the Work;
- e. Claims involving contractual liability applicable to the Contractor's obligations under the Contract Documents, including liability assumed by and the indemnity and defense obligations of the Contractor and the Subcontractors; and
- f. Claims involving Completed Operations, Independent Contractors' coverage, and Broad Form property damage, without any exclusions for collapse, explosion, demolition, underground coverage, and excavating. (XCU)
- g. Claims involving sudden or accidental discharge of contaminants or pollutants.

11.1.2 Subcontractor Insurance Requirements

The Contractor shall require its Subcontractors to take out and maintain similar public liability insurance and property damage insurance required under Paragraph 11.1.1 in like amounts. A "claims made" or modified "occurrence" policy shall not satisfy the requirements of Paragraph 11.1.1 without prior written approval of the District.

11.1.3 Additional Insured Endorsement Requirements

The Contractor shall name, on any policy of insurance required under Paragraph 11.1, the District, Architect, Inspector, the State of California, their officers, employees, agents and independent contractors as additional insureds. Subcontractors shall name the Contractor, the District, Architect, Inspector, the State of California, their officers, employees, agents and independent contractors as additional insureds. The Additional Insured Endorsement included on all such insurance policies shall be an ISO CG 20 33 (04/813), or an ISO CG 20 38 (04/13) and ISO CG 20 37 (04/13) or their equivalent as determined by the District in its sole discretion, and must state that coverage is afforded the additional insured with respect to claims arising out of operations performed by or on behalf of the insured. If the additional insureds have other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis. The insurance provided by the Contractor pursuant to 11.1.1 must be designated in the policy as primary to any insurance obtained by the District. The amount of the insurer's liability shall not be reduced by the existence of such other insurance.

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11.1.4 Specific Insurance Requirements

Contractor shall take out and maintain and shall require all subcontractors, if any, whether primary or secondary, to take out and maintain:

1. Comprehensive General Liability Insurance with a combined single limit per occurrence of not less than \$1,000,000.00 or Commercial General Liability Insurance (including automobile insurance) which provides limits of not less than:

- (a) Per occurrence (combined single limit) \$1,000,000.00
- (b) Project Specific Aggregate (for this project only) \$1,000,000.00
- (c) Products and Completed Operations..... \$1,000,000.00
- (d) Personal and Advertising Injury Limit \$1,000,000.00

2. Insurance Covering Special Hazards

The following Special hazards shall be covered by riders or riders to above mentioned public liability insurance or property damage insurance policy or policies of insurance, in amounts as follows:

- (a) Automotive and truck where operated in amounts \$1,000,000.00
- (b) Material Hoist where used in amounts..... \$1,000,000.00
- (c) Explosion, Collapse and Underground (XCU coverage)..... \$1,000,000.00

3. [Reserved]

11.2 WORKERS' COMPENSATION INSURANCE

During the term of this Contract, the Contractor shall provide workers' compensation insurance for all of the Contractor's employees engaged in Work under this Contract on or at the Site of the Project and, in case any of the Contractor's Work is subcontracted, the Contractor shall require the Subcontractor to provide workers' compensation insurance for all the Subcontractor's employees engaged in Work under the subcontract. Any class of employee or employees not covered by a Subcontractor's insurance shall be covered by the Contractor's insurance. In case any class of employees engaged in Work under this Contract on or at the Site of the Project is not protected under the Workers' Compensation laws, the Contractor shall provide or cause a Subcontractor to provide adequate insurance coverage for the protection of those employees not otherwise protected. The Contractor shall file with the District certificates of insurance as required under Paragraph 11.6 and in compliance with Labor Code § 3700.

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11.3 BUILDER'S RISK/“ALL RISK” INSURANCE

11.3.1 Course-of-Construction Insurance Requirements

The Contractor, during the progress of the Work and until final acceptance of the Work by District upon completion of the entire Contract, shall maintain Builder's Risk, Course of Construction or similar first party property coverage issued on a replacement cost value basis consistent with the total replacement cost of all insurable Work and the Project included within the Contract Documents. Coverage is to insure against all risks of accidental direct physical loss, and must include, by the basic grant of coverage or by endorsement, the perils of vandalism, malicious mischief (both without any limitation regarding vacancy or occupancy), fire, sprinkler leakage, civil authority, sonic boom, earthquake, flood, collapse, wind, lightning, smoke and riot. The coverage must include debris removal, demolition, increased costs due to enforcement of building ordinance and law in the repair and replacement of damage and undamaged portions of the property, and reasonable costs for the Architect's and engineering services and expenses required as a result of any insured loss upon the Work and Project which is the subject of the Contract Documents, including completed Work and Work in progress, to the full insurable value thereof. Such insurance shall include the District and the Architect as additional named insureds, and any other person with an insurable interest as designated by the District.

The Contractor shall submit to the District for its approval all items deemed to be uninsurable. The risk of the damage to the Work due to the perils covered by the "Builder's Risk/All Risk" Insurance, as well as any other hazard which might result in damage to the Work, is that of the Contractor and the surety, and no claims for such loss or damage shall be recognized by the District nor will such loss or damage excuse the complete and satisfactory performance of the Contract by the Contractor.

11.4 FIRE INSURANCE

Before the commencement of the Work, the Contractor shall procure, maintain, and cause to be maintained at the Contractor's expense, fire insurance on all Work subject to loss or damage by fire. The amount of fire insurance shall be sufficient to protect the Project against loss or damage in full until the Work is accepted by the District.

11.5 OTHER INSURANCE

The Contractor shall provide all other insurance required to be maintained under applicable laws, ordinances, rules, and regulations.

11.6 PROOF OF INSURANCE

The Contractor shall not commence Work nor shall it allow any Subcontractor to commence Work under this Contract until all required insurance and certificates have been obtained and delivered in duplicate to the District for approval subject to the following requirements:

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- a. Certificates and insurance policies shall include the following clause: “This policy shall not be non-renewed, canceled, or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District. Date of cancellation or reduction may not be less than thirty (30) days after the date of mailing notice.”
- b. Certificates of insurance shall state in particular those insured, the extent of insurance, location and operation to which the insurance applies, the expiration date, and cancellation and reduction notices.
- c. Certificates of insurance shall clearly state that the District and the Architect are named as additional insureds under the policy described and that such insurance policy shall be primary to any insurance or self-insurance maintained by District.
- d. The Contractor and its Subcontractors shall produce a certified copy of any insurance policy required under this Section upon written request of the District.

11.7 COMPLIANCE

In the event of the failure of Contractor to furnish and maintain any insurance required by this Article 11, the Contractor shall be in default under the Contract. Compliance by Contractor with the requirement to carry insurance and furnish certificates or policies evidencing the same shall not relieve the Contractor from liability assumed under any provision of the Contract Documents, including, without limitation, the obligation to defend and indemnify the District and the Architect.

11.8 WAIVER OF SUBROGATION

Contractor waives (to the extent permitted by law) any right to recover against the District for damages to the Work, any part thereof, or any and all claims arising by reason of any of the foregoing, but only to the extent that such damages and/or claims are covered by property insurance and only to the extent of such coverage (which shall exclude deductible amounts) by insurance actually carried by the District.

The provisions of this section are intended to restrict each party to recovery against insurance carriers only to the extent of such coverage and waive fully and for the benefit of each, any rights and/or claims which might give rise to a right of subrogation in any insurance carrier. The District and the Contractor shall each obtain in all policies of insurance carried by either of them, a waiver by the insurance companies thereunder of all rights of recovery by way of subrogation for any damages or claims covered by the insurance

11.9 PERFORMANCE AND PAYMENT BONDS

Unless otherwise specified in the Supplemental Conditions, prior to commencing any portion of the Work, the Contractor shall furnish separate payment and performance bonds for its portion of the Work which shall cover 100% faithful performance of and payment of all obligations arising under the Contract Documents and/or guaranteeing the payment in full of all claims for ancillary services performed and materials supplied for the Work. All bonds shall be provided by a corporate surety authorized and admitted to transact business in California as sureties.

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To the extent, if any, that the Contract Price is increased in accordance with the Contract Documents, the Contractor shall, upon request of the District, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the District. To the extent available, the bonds shall further provide that no change or alteration of the Contract Documents (including, without limitation, an increase in the Contract Price, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor will release the surety. If the Contractor fails to furnish the required bonds, the District may terminate the Contract for cause.

11.9.1 Surety Qualification

Only bonds executed by admitted Surety insurers as defined in Code of Civil Procedure § 995.120 shall be accepted. Surety must be a California-admitted surety and listed by the U.S. Treasury with a bonding capacity in excess of the Project cost.

11.9.2 Alternate Surety Qualifications

If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with § 995.660 of the California Code of Civil Procedure and proof of such is provided to the District.

11.9.3 Performance and Payment Bonds

The number of executed copies of the Performance Bond and the Payment Bond required is three (3).

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

12.1 COMPLIANCE WITH TITLE 24 INSTALLATION REQUIREMENTS

Contractor is aware of the requirements governing Contractor's Work under title 24 Section 4-343 Issuance of Notices of Non-Compliance

The Inspector may issue a Notice of Non-Compliance on the Project indicating deviation from plans and specifications. It is Contractor's responsibility to correct all deviations from the approved plans and specifications unless the District has issued an Immediate Change Directive. In such case, the Contractor shall proceed with the Work with the understandings of the District as set forth in the ICD and as specifically noted in Article 7.3.

12.2 SPECIAL NOTICE OF AMERICAN'S WITH DISABILITIES ACT

Some of the requirements in the plans and specifications are meant to comply with the American's with Disabilities Act ("ADA"). The requirements of the ADA are technical in nature and may appear to be minor in nature (i.e. whether a walkway or ramp has a 2% cross-slope). Contractor is warned that even the slightest deviation from the specific requirements from the ADA is considered a Civil Rights Violation and subjects the District to fines of three times actual damages sustained by a handicap individual or up to \$4,000 per violation and attorney's fees required to enforce the ADA violation. As a result of the significant liability and exposure associated with ADA aspects of the Contract, Contractor shall take special care to meet all ADA requirements detailed in the plans and specifications. Failure to comply with ADA rules that results in a Notice of Non-Compliance shall be repaired to meet ADA requirements promptly. In addition, any ADA violations that are not identified by Inspector or Architect that are later

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identified shall be repaired and charged back to the Contractor through a Deductive Change Order.

12.2.1 Indemnification of ADA Claims

ADA claims arising from failure to comply with plans and specifications shall be indemnified, held harmless and defended by Contractor. Further, any withholdings for ADA violations in Article 9.6 shall include potential redesign costs and an accelerated repair costs due to the potential for ADA claims arising from DSA posting of ADA violations on the Project.

12.3 UNCOVERING OF WORK

12.3.1 Uncovering Work for Required Inspections

Work shall not be covered without the Inspector's review and the Architect's knowledge that the Work conforms with the requirements of the approved plans and specifications (except in the case of an ICD under Article 7.3). Inspector must be timely notified of inspections and of new areas so Work can be inspected at least 48 hours before opening a new area (For example, see DSA Form 156 for Commencement/Completion of Work Notification which requires "at least 48 hour" advance notification of a new area). An Inspector must comply with DSA protocols for signing each category or phase of Work under DSA Form 152 (in compliance with the Form 152 Manual) or a Notice of Deviation (DSA Form 154) will be issued requiring the Work that was not inspected be uncovered for inspection. Thus, if a portion of the Work is covered without Inspection or Architect approval, is subject to a Notice of Non- Compliance for being undertaken without Inspection, or otherwise not in compliance with the Contract

Documents, after issuance of a Written Notice of Non-Compliance (Form 154) or a written notice to uncover Work, Contractor shall promptly uncover all Work (which includes furnishing all necessary facilities, ancillary services, and material) for the Inspector's or the Architect's observation and be replaced at the Contractor's expense without change in the Contract Sum or Time.

12.1.1 Costs for Inspections Not Required

If a portion of the Work has been covered is believed to be Non-Conforming to the Plans and Specifications, even if the Form 152 for the category of Work has been signed by the Inspector, the Inspector or the Architect may request to see such Work, and it shall be promptly uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncover and replacement shall, by appropriate Change Order and shall, be charged to the District. If such Work is not in accordance with Contract Documents, the Contractor shall be responsible for all costs to uncover the Work, delays incurred to uncover the Work, and Contractor shall pay all costs to correct the incorrectly construction condition unless the condition was caused by the District or a separate contractor, in which event the District shall be responsible for payment of such costs to the Contractor.

12.2 CORRECTION OF WORK

12.2.1 Correction of Rejected Work

The Contractor shall promptly correct the Work rejected by the Inspector or the District upon recommendation of the Architect as failing to conform to the requirements of the Contract Documents, whether observed before or after Completion and whether or not fabricated, installed, or completed. The Contractor shall bear costs of correcting the rejected Work, including cost for delays that may be incurred by Contractor or subcontractors, the cost for additional testing, inspections, and compensation for the Inspector's or the Architect's services and expenses made necessary thereby (including costs for

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preparing a CCD, DSA CCD review fess, and additional inspection and special inspection costs).

12.2.2 One-Year Warranty Corrections

If, within one (1) year after the date of Completion of the Work or a designated portion thereof, or after the date for commencement of warranties established under Paragraph 9.9.1, or by the terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the District to do so unless the District has previously given the Contractor a written acceptance of such condition. This period of one (1) years shall be extended with respect to portions of the Work first performed after Completion by the period of time between Completion and the actual performance of the Work. This obligation under this Paragraph 12.2.2 shall survive acceptance of the Work under the Contract and termination of the Contract. The District shall give such notice promptly after discovery of the condition.

12.2.3 District's Rights if Contractor Fails to Correct

If the Contractor fails to correct nonconforming Work within a reasonable time, the District may correct the Work and seek a Deductive Change Order, pursuant to Article 9.6 or Article 2.2.

ARTICLE 13 MISCELLANEOUS PROVISIONS

13.1 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located.

13.2 SUCCESSORS AND ASSIGNS

The District and the Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to the other party hereto and to partners, successors, assigns, and legal representatives of such other party in respect to covenants, agreements, and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

13.3 WRITTEN NOTICE

In the absence of specific notice requirements in the Contract Documents, written notice shall be deemed to have been duly served if delivered in person to the individual, member of the firm or entity, or to an officer of the corporation for which it was intended, or if delivered at or sent by registered or certified mail to the last business address known to the party giving notice.

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13.4 RIGHTS AND REMEDIES

13.4.1 Duties and Obligations Cumulative

Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

13.4.2 No Waiver

No action or failure to act by the Inspector, the District, or the Architect shall constitute a waiver of a right or duty afforded them under the Contract Documents, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

13.5 TESTS AND INSPECTIONS

13.5.1 Compliance

Tests, inspections, and approvals of portions of the Work required by the Contract Documents will comply with Division 1, Title 24, and with all other laws, ordinances, rules, regulations, or orders of public authorities having jurisdiction.

13.5.2 Independent Testing Laboratory

The District will select and pay an independent testing laboratory to conduct all tests and inspections. Selection of the materials required to be tested shall be made by the laboratory or the District's representative and not by the Contractor. Any costs or expenses of inspection or testing incurred outside of a fifty (50) mile radius from the Project Site or not located in a contiguous county to the Site, whichever distance is greater, shall be paid for by the District, invoiced by the District to the Contractor, and deducted from the next Progress Payment.

13.5.3 Advance Notice to Inspector

The Contractor shall notify the Inspector a sufficient time in advance of its readiness for required observation or inspection so that the Inspector may arrange for same. The Contractor shall notify the Inspector a sufficient time in advance of the manufacture of material to be supplied under the Contract Documents which must, by terms of the Contract Documents, be tested in order that the Inspector may arrange for the testing of the material at the source of supply

13.5.3 Testing Off-Site

Any material shipped by the Contractor from the source of supply, prior to having satisfactorily passed such testing and inspection or prior to the receipt of notice from said Inspector that such testing and inspection will not be required, shall not be incorporated in the Work.

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13.5.4 Additional Testing or Inspection

If the Inspector, the Architect, the District, or public authority having jurisdiction determines that portions of the Work require additional testing, inspection, or approval not included under Paragraph 13.5.1, the Inspector will, upon written authorization from the District, make arrangements for such additional testing, inspection, or approval. The District shall bear such costs except as provided in Paragraph 13.5.7.

13.5.5 Costs for Retesting

If such procedures for testing, inspection, or approval under Paragraphs 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, the Contractor shall bear all costs arising from such failure, including those of re-testing, re-inspection, or re-approval, including, but not limited to, compensation for the Architect's services and expenses. Any such costs shall be paid by the District, invoiced to the Contractor, and deducted from the next Progress Payment.

13.5.6 Costs for Premature Test

In the event the Contractor requests any test or inspection for the Project and is not completely ready for the inspection, the Contractor shall be invoiced by the District for all costs and expenses resulting from that testing or inspection, including, but not limited to, the Inspector's and Architect's fees and expenses, and the amount of the invoice of shall be deducted from the next Progress Payment.

13.6 TRENCH EXCAVATION

13.6.1 Trenches Greater Than Five Feet

Pursuant to Labor Code Section 6705, if the Contract Price exceeds \$25,000 and involves the excavation of any trench or trenches five (5) feet or more in depth, the Contractor shall, in advance of excavation, submit to the District or a Registered Civil or Structural Engineer employed by the District or Architect, a detailed plan showing the design of shoring for protection from the hazard of caving ground during the excavation of such trench or trenches

13.6.2 Excavation Safety

If such plan varies from the Shoring System Standards established by the Construction Safety Orders, the plan shall be prepared by a Registered Civil or Structural Engineer, but in no case shall such plan be less effective than that required by the Construction Safety Orders. No excavation of such trench or trenches shall be commenced until said plan has been accepted by the District or by the person to whom authority to accept has been delegated by the District.

13.6.3 No Tort Liability of District

Pursuant to Labor Code § 6705, nothing in this Article shall impose tort liability upon the District or any of its employees.

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13.6.4 No Excavation without Permits

The Contractor shall not commence any excavation Work until it has secured all necessary permits including the required CAL OSHA excavation/shoring permit. Any permits shall be prominently displayed on the Site prior to the commencement of any excavation.

13.7 WAGE RATES, TRAVEL, AND SUBSISTENCE

13.7.1 Wage Rates

Pursuant to the provisions of Article 2 (commencing at § 1720), Chapter 1, Part 7, Division 2, of the Labor Code, the District has obtained the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which this public works project is to be performed for each craft, classification, or type of worker needed for this Project from the Director of the Department of Industrial Relations (“Director”). These rates are on file at the administrative office of the District and are also available from the Director of the Department of Industrial Relations. Copies will be made available to any interested party on request. The Contractor shall post a copy of such wage rates at appropriate, conspicuous, weatherproof points at the Site.

Any worker employed to perform Work on the Project, but such Work is not covered by any classification listed in the published general prevailing wage rate determinations or per diem wages determined by the Director of the Department of Industrial Relations, shall be paid not less than the minimum rate of wages specified therein for the classification which most nearly corresponds to the employment of such person in such classification.

13.7.2 Holiday and Overtime Pay

Holiday and overtime work, when permitted by law, shall be paid for at the rate set forth in the prevailing wage rate determinations issued by the Director of the Department of Industrial Relations or at least one and one-half (1½) times the specified basic rate of per diem wages, plus employer payments, unless otherwise specified in the Contract Documents or authorized by law.

13.7.3 Wage Rates Not Affected by Subcontracts

The Contractor shall pay and shall cause to be paid each worker engaged in the execution of the Work on the Project not less than the general prevailing rate of per diem wages determined by the Director, regardless of any contractual relationship which may be alleged to exist between the Contractor or any Subcontractor and such workers.

13.7.4 Per Diem Wages

The Contractor shall pay and shall cause to be paid to each worker needed to execute the Work on the Project per diem wages including, but not limited to, employer payments for health and welfare, pensions, vacation, travel time and subsistence pay as provided for in Labor Code §1773.1.

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13.7.5 Forfeiture and Payments

Pursuant to Labor Code §1775, the Contractor shall forfeit to the District, not more than Two Hundred Dollars (\$200.00) for each calendar day, or portion thereof, for each worker paid less than the prevailing wages rates as determined by the Director of the Department of Industrial Relations, for the work or craft in which the worker is employed for any Work done under the Agreement by the Contractor or by any Subcontractor under it. The amount of the penalty shall be determined by the Labor Commissioner and shall be based on consideration of: (1) whether the Contractor or Subcontractor's failure to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily correct upon being brought to the attention of the Contractor or Subcontractor; and (2) whether the Contractor or Subcontractor has a prior record of failing to meet its prevailing wage obligations.

13.8 RECORDS OF WAGES PAID

13.8.1 Payroll Records

13.8.1.1 Pursuant to §1776 of the Labor Code, each Contractor and Subcontractor shall keep an accurate payroll record showing the name, address, social security number, work classification and 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 him or her in connection with the Project.

13.8.1.2 All payroll records shall be certified and submitted to the District with each application for payment, but shall not be submitted less than once per month. All payroll records shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:

13.8.1.2.1 A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.

A certified copy of all payroll records shall be made available for inspection or furnished upon request to a representative of District, the Division of Labor Standards Enforcement or the Division of Apprenticeship Standards of the Department of Industrial Relations

13.8.1.2.2 A certified copy of all payroll records shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through the District, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to Paragraph (2) above, the requesting party shall, prior to being provided the records, reimburse the costs, according to law for the preparation by the Contractor, Subcontractor(s), and the entity through which the request was made. The public shall not be given access to such records at the principal office of the Contractor.

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13.8.1.3The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the Division of Labor Standards Enforcement.

13.8.1.4The Contractor or Subcontractor(s) shall file a certified copy of all payroll records with the entity that requested such records within 10 calendar days after receipt of a written request.

13.8.1.5Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the District, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement shall be marked or obliterated to prevent disclosure of an individual's name, address and social security number. The name and address of the Contractor awarded the Contract or the Subcontractor(s) performing the Contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (Section 175a of Title 29 of the United States Code) shall be marked or obliterated only to prevent disclosure of an individual's name and social security number. Notwithstanding any other provision of law, agencies that are included in the Joint Enforcement Strike Force on the Underground Economy established pursuant to Section 329 of the Unemployment Insurance Code and other law enforcement agencies investigating violations of law shall, upon request, be provided non-redacted copies of certified payroll records.

13.8.1.6The Contractor shall inform the District of the location of all payroll records, including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address.

13.8.1.7 The Contractor or Subcontractor(s) shall have 10 calendar days in which to comply subsequent to receipt of a written notice requesting payroll records. In the event that the Contractor or Subcontractor(s) fails to comply within the 10-day period, the Contractor or Subcontractor(s) shall, as a penalty to the District, forfeit One Hundred Dollars (\$100.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. Responsibility for compliance with this Article shall rest upon the Contractor.

13.8.2 Withholding of Contract Payments & Penalties

The District may withhold or delay contract payments to the Contractor and/or any Subcontractor if:

13.8.2.1The required prevailing rate of per diem wages determined by the Director of the Department of Industrial Relations is not paid to all workers employed on the Project; or

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13.8.2.2The Contractor or Subcontractor(s) fail to submit all required certified payroll records with each application for payment, but not less than once per month; or

13.8.2.3The Contractor or Subcontractor(s) submit incomplete or inadequate payroll records; or

13.8.2.4The Contractor or Subcontractor(s) fail to comply with the Labor Code requirements concerning apprentices; or

13.8.2.5The Contractor or Subcontractor(s) fail to comply with any applicable state laws governing workers on public works projects.

13.9 APPRENTICES

13.9.1 Apprentice Wages and Definitions

All apprentices employed by the Contractor to perform services under the Contract shall be paid the standard wage paid to apprentices under the regulations of the craft or trade for which he or she is employed, and as determined by the Director of the Department of Industrial Relations, and shall be employed only at the craft or trade to which he or she is registered. Only apprentices, as defined in §3077 of the Labor Code, who are in training under apprenticeship standards that have been approved by the Chief of the Division of Apprenticeship Standards and who are parties to written apprenticeship agreements under Chapter 4 (commencing with §3070) of Division 3, are eligible to be employed under this Contract. The employment and training of each apprentice shall be in accordance with the apprenticeship standards and apprentice agreements under which he or she is training, or in accordance with the rules and regulations of the California Apprenticeship Council.

13.9.2 Employment of Apprentices

Contractor agrees to comply with the requirements of Labor Code §1777.5. The Contractor awarded the Project, or any Subcontractor under him or her, when performing any of the Work under the Contract or subcontract, employs workers in any apprenticeable craft or trade, the Contractor and Subcontractor shall employ apprentices in the ratio set forth in Labor Code §1777.5. The Contractor or any Subcontractor must apply to any apprenticeship program in the craft or trade that can provide apprentices to the Project site for a certificate approving the contractor or subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, the decision of the apprenticeship program to approve or deny a certificate shall be subject to review by the Administrator of Apprenticeship. The apprenticeship program or programs, upon approving the Contractor or Subcontractor, shall arrange for the dispatch of apprentices to the Contractor or Subcontractor upon the Contractor's or Subcontractor's request. "Apprenticeable craft or trade" as used in this Article means a craft or trade determined as an apprenticeable occupation in accordance with the rules and regulations prescribed by the California Apprenticeship Council. The ratio of work performed by apprentices to journeyman employed in a particular craft or trade on the Project shall be in accordance with Labor Code §1777.5.

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13.9.3 Submission of Contract Information

Prior to commencing Work on the Project, the Contractor and Subcontractors shall submit contract award information to the applicable apprenticeship program(s) that can supply apprentices to the Project and make the request for the dispatch of apprentices in accordance with the Labor Code. The information submitted shall include an estimate of journeyman hours to be performed under the Contract, the number of apprentices proposed to be employed, and the approximate dates the apprentices would be employed. A copy of this information shall also be submitted to the District if requested. Within 60 days after concluding Work on the Project, the Contractor and Subcontractors shall submit to the District, if requested, and to the apprenticeship program a verified statement of the journeyman and apprentice hours performed on the Project.

13.9.4 Apprentice Fund

The Contractor or any Subcontractor under him or her, who, in performing any of the Work under the Contract, employs journeymen or apprentices in any apprenticeable craft or trade shall contribute to the California Apprenticeship Council the same amount that the Director determines is the prevailing amount of apprenticeship training contributions in the area of the Project. The Contractor and Subcontractors may take as a credit for payments to the California Apprenticeship Council any amounts paid by the Contractor or Subcontractor to an approved apprenticeship program that can supply apprentices to the Project. The Contractor and Subcontractors may add the amount of the contributions in computing his or her bid for the Contract.

13.9.5 Prime Contractor Compliance

The responsibility of compliance with Article 13 and §1777.5 of the Labor Code for all apprenticeable occupations is with the Prime Contractor. Any Contractor or Subcontractor that knowingly violates the provisions of this Article or Labor Code §1777.5 shall be subject to the penalties set forth in Labor Code §1777.7.

13.10 ASSIGNMENT OF ANTITRUST CLAIMS

13.10.1 Application

Pursuant to Government Code § 4551, in entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor or Subcontractor offers and agrees to assign to the District all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act, (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2 [commencing with § 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from the purchase of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders Retention Payment to the Contractor, without further acknowledgment by the parties. If the District receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under Chapter 11 (commencing with § 4550) of Division 5 of Title 1 of the Government Code, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the District any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the District as part of the bid price, less the expenses incurred in obtaining that portion of the recovery.

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13.10.2 Assignment of Claim

Upon demand in writing by the assignor, the District shall, within one (1) year from such demand, reassign the cause of action assigned pursuant to this Article if the assignor has been or may have been injured by the violation of law for which the cause of action arose and the District has not been injured thereby or the District declines to file a court action for the cause of action.

13.11 STATE AND DISTRICT CONDUCTED AUDITS

Pursuant to and in accordance with the provisions of Government Code § 10532, or any amendments thereto, all books, records, and files of the District, the Contractor, or any Subcontractor connected with the performance of this Contract involving the expenditure of state funds in excess of Ten Thousand Dollars (\$10,000.00), including, but not limited to, the administration thereof, shall be subject to the examination and audit of the Office of the Auditor General of the State of California for a period of five (5) years after Retention Payment is made or a Notice of Completion is Recorded, whichever occurs first. Contractor shall preserve and cause to be preserved such books, records, hard drives, electronic media, and files for the audit period.

Pursuant to the remedies under Public Contract Code Section 9201 and Government Code Section 930.2, Contractor, through execution of this Agreement, also agrees the District shall have the right to review and audit, upon reasonable notice, the books and records of the Contractor concerning any monies associated with the Project. The purpose of this Audit is to quickly and efficiently resolve disputes based on the actual costs incurred and to reduce the uncertainty in resolving disputes with limited information. The District shall perform any audits at its own cost and any such audit shall be performed by an independent auditor, having no direct or indirect relationship with the functions or activities being audited or with the business conducted by the Contractor or District. In the even the independent auditor determines that Change Orders, Response to Request for Proposals, Claims, Appeal of Claims, or other requests for payment the Auditor shall report the results of the Audit findings to the District and provide a copy to the Contractor after giving the District Board the opportunity for at least 10 days review. If the Contractor disputes the findings of the independent auditor, such dispute shall be handled in the manner set forth under Article 4.6.2 entitled Disputes.

If Contractor having agreed to the terms of this Contract fails to produce books or records requested by Auditor, such failure to produce books or records that were required to be preserved for audit, it shall be presumed that the information contained in the withheld books or records were unfavorable to the Contractor and the Auditor shall note this refusal in the results of the Audit findings for further evaluation by the District and the District's Board. The refusal to release records that are concerning monies associated with the Project may be used as a grounds to Debar the Contractor under Article 15 for failure to preserve records under Article 13.11 and the failure to produce required audit records may also be used as a grounds for a negative finding against the Contractor depending on the significance of the records that are withheld by Contractor. Failure to produce Job Cost Data tied to Job cost categories and budgets shall be presumed an intentional failure to produce key audit records. Similarly, failure to produce daily time records (prepared at or near the time of the Work actually took place (See Article 3.16) shall be presumed an intentional failure to produce key audited records.

If Contractor is seeking costs for inefficiency, home office overhead, or unanticipated increased costs due to delays or acceleration, Contractor shall also produce copies of the original bid tabulation utilized in submitting Contractors bid for the Project. This document shall be considered

GENERAL CONDITIONS

confidential and shall not be subject to disclosure through a Public Records Act and shall not be distributed to anyone other than the District and the District's counsel. This bid tabulation shall only be used in litigation, arbitration, evaluation of Claims or Disputes, Audit, and trial. If the records for the bid tabulation are kept on a computer, the Contractor shall also produce all metadata (in native format) that accompanies the bid tabulation for inspection to prove the authenticity of the underlying bid tabulation. Failure to produce the bid tabulation for review of inefficiency, home office overhead, or unanticipated increased costs due to delays or accelerations shall be considered material evidence that the bid tabulation was not favorable to the Contractor. This evidence shall be entered as a jury instruction for trial that the bid tabulation was not produced and the bid tabulation information was unfavorable to the Contractor. The evidence may also be used in Debarment Proceedings, and noted as an exception to an Audit Findings.

Upon notification of Contractor concerning the results of the audit and a reasonable time has passed for Contractor to respond to Audit Findings and if either there is no Dispute of the Audit findings under Article 4.6.2 or if the result after utilizing the Disputes Clause confirms the Audit findings, the District may seek reimbursement for overstated Claims, Change Orders, or Appeal of Claims and may also undertake Debarment Proceedings under Article 15 of these General Conditions.

13.12 STORM WATER POLLUTION PREVENTION

13.12.1 Application

This Section addresses the implementation and monitoring of a Storm Water Pollution Prevention Plan (SWPPP) for the purpose of preventing the discharge of pollutants from the construction site. This includes the elimination of pollution discharges such as improper dumping, spills or leakage from storage tanks or transfer areas. The Contractor shall secure a certification that the construction project has met all of the conditions of the General Construction Activity Storm Water Permit (GCASP) and comply with all applicable local, state, and federal regulations governing storm water pollution prevention.

13.12.2 References and Materials

California Storm Water BMP Handbook for Construction Activity (BMP Handbook).

Use materials of a class, grade and type needed to meet the performance described in the BMP Handbook.

13.12.3 Implementation

The Contractor shall implement the Storm Water Pollution Prevention Plan by doing the

13.12.3.1 Install perimeter controls prior to starting other construction Work at the site.

13.12.3.2 Contain on-site storm water at the jobsite. Do not drain on-site water directly into the storm drain.

13.12.3.3 Provide SWPPP and BMP implementation training for those responsible for implementing the SWPPP

13.12.3.4 Designate trained personnel for the proper implementation of the SWPPP.

13.12.3.5 Revise the SWPPP to suit changing site conditions and instances when properly installed systems are ineffective.

GENERAL CONDITIONS

13.12.3.6 At the end of Construction Contract.

13.12.3.6.1 Leave in place storm water pollution prevention controls needed for post- construction storm water management and remove those that are not needed as determined by the District. Thereafter, left-in-place controls will be maintained by the District.

13.12.3.6.2 Provide Site Monitoring Reports, SWPPP revisions, Compliance Certifications and related documents to the District. Post-construction storm water operation and management plan as mentioned in the compliance certifications are considered to be in place at the end of the Construction Contract.

13.12.4 Monitoring

The Contractor shall conduct examination of storm water pollution prevention controls monthly, as well as before and after each storm event and once each 24-hour period during extended storm events to identify BMP effectiveness and implement repairs or BMP changes as soon as feasible. All maintenance related to a storm event should be completed within 48 hours of the storm event. The Contractor shall also prepare and maintain, at the jobsite, a log of each inspection using Site Monitoring Report forms.

13.12.5 Liabilities and Penalties

13.12.5.1 Review of the SWPPP and inspection logs by the District shall not relieve the Contractor from liabilities arising from non-compliance with storm water pollution regulations.

13.12.5.2 Payment of penalties for non-compliance by the Contractor shall be the sole responsibility of the Contractor and will not be reimbursed by the District.

13.12.5.3 Compliance with the Clean Water Act pertaining to construction activity is the sole responsibility of the Contractor. For any fine(s) levied against the District due to non-compliance by the Contractor, the District may issue a Deductive Change Order or make withholding pursuant to Article 9.6 for the total amount of the fine(s) levied on the District, plus legal and associated costs.

13.12.5.4 The Contractor shall submit to the District a completed NOI for change of information (Construction Site Information and Material Handling/Management Practices).

[CONTINUED ON NEXT PAGE]

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13.13 COMPLIANCE MONITORING UNIT

This Project is subject to labor compliance monitoring and enforcement by the Compliance Monitoring Unit (“CMU”) within the Division of Labor Standards Enforcement pursuant to Title 8, California Code of Regulations, Section 16450 et seq.

The Contractor and all Subcontractors shall be required to furnish, at least monthly, electronic certified payroll records directly to the Labor Commissioner/ Compliance Monitoring Unit in accordance with Title 8, California Code of Regulations, Section 16450 et seq. All payroll records shall be furnished in a format prescribed by Title 8, California Code of Regulations, Section 16401. The Contractor and all Subcontractors must enroll in CMU's eCPR system to submit electronic certified payroll records. The District will have direct and immediate access to all CPRs for the Project that are submitted through the eCPR system. The District can use this information for any appropriate purpose, including monitoring compliance, identifying suspected violations, and responding to Public Records Act requests.

The CMU may conduct various compliance monitoring and enforcement activities including, but not limited to, confirming the accuracy of payroll records, conducting worker interviews, conducting audits, requiring submission of itemized statements prepared in accordance with Labor Code section 226, and conducting random in-person inspections of the Project site (“On-Site Visits”). On-Site Visits may include inspections of records, inspections of the Work site and observation of work activities, interviews of workers and others involved with the Project, and any other activities deemed necessary by the CMU to ensure compliance with prevailing wage requirements. The CMU shall have free access to any construction site or other place where ancillary services are performed and may obtain any information or statistics pertaining to the lawful duties of the Labor Commissioner.

Any lawful activities conducted or any requests made by the CMU shall not be the basis for any delays, claims, costs, damages or liability of any kind against the District by the Contractor. Contractor and all Subcontractors shall cooperate and comply with any lawful requests by the Compliance Monitoring Unit. The failure of the CMU, the Division of Labor Standards Enforcement, or any other part of the Department of Industrial Relations to comply with any requirement imposed by the California Code of Regulations, Title 8, Chapter 8 shall not of itself constitute a defense to the failure to pay prevailing wages or to comply with any other obligation imposed by Division 2, Part 7, Chapter 1 of the Labor Code.

Prior to commencing any Work on the Project, the Contractor shall post the notice/poster required under Title 8, California Code of Regulations, Section 16451(d) in both English and Spanish at a conspicuous, weatherproof area at the Project site. The required notice/poster is available on the CMU website, at the Division of Labor Standards Enforcement District Offices or can be obtained by emailing a request to CMU@dir.ca.gov.

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ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

14.1 TERMINATION BY THE CONTRACTOR FOR CAUSE

14.1.1 Grounds for Termination

The Contractor may terminate the Contract if the Work is stopped for a period of thirty (30) consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons performing portions of the Work for whom the Contractor is contractually responsible, for only the following reasons:

- a. Issuance of an order of a court or other public authority having jurisdiction; or
- b. An act of the United State or California government, such as a declaration of national emergency.

14.1.2 Notice of Termination

If one of the above reasons exists, the Contractor may, upon written notice of seven (7) additional days to the District, terminate the Contract and recover from the District payment for Work executed and for reasonable costs verified by the Architect with respect to materials, equipment, tools, construction equipment, and machinery, including reasonable overhead, profit, and damages.

14.2 TERMINATION BY THE DISTRICT FOR CAUSE

14.2.1 Grounds for Termination

The District may terminate the Contractor and/or this Contract for the following reasons:

- a. Persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- b. Persistently or repeatedly is absent, without excuse, from the job site;
- c. Fails to make payment to Subcontractors, suppliers, materialmen, etc.;
- d. Persistently disregards laws, ordinances, rules, regulations, or orders of a public authority having jurisdiction;
- e. Fails to provide a schedule or fails or refuses to update schedules required under the Contract;
- f. Falls behind on the Project and refuses or fails to undertake a recovery schedule;
- g. If the Contractor has been debarred from performing Work

GENERAL CONDITIONS

- h. Becomes bankrupt or insolvent, including the filing of a general assignment for the benefit of creditors, or
- i. Otherwise is in substantial breach of a provision of the Contract Documents.

14.2.2 Notification of Termination

When any of the above reasons exist, the District may, without prejudice to any other rights or remedies of the District and after giving the Contractor and the Contractor's surety written notice of seven (7) days, terminate the Contractor and/or this Contract and may, subject to any prior rights of the surety:

- a. Take possession of the Project and of all material, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- b. Accept assignment of Subcontracts. Contractor acknowledges and agrees that if the District (in its sole and absolute discretion) decides to takeover completion of the Project, the Contractor agrees to immediately assign all subcontracts to the District which the District has chosen to accept;
- c. Complete the Work by any reasonable method the District may deem expedient, including contracting with a replacement contractor or contractors; and,
- d. Agree to accept a takeover and completion arrangement with Surety that is acceptable to the District Board.

14.2.3 Takeover and Completion of Work after Termination for Cause

A Termination for Cause is an urgent matter which requires immediate radiation since Project Work is open and incomplete, the site is subject to vandalism and theft, the Project site is considered a public nuisance, and there is a possibility of injury and deterioration of the Project Work and materials. Thus, the District shall be entitled to enter a takeover contract to either remediate the unfinished condition or complete the Work for this Project.

14.2.4 Payments Withheld

If the District terminates the Contract for one of the reasons stated in Paragraph 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is complete. All costs associated with the termination and completion of the Project shall be the responsibility of the Contractor and/or its surety.

14.2.5 Payments upon Completion

If the unpaid balance of the Contract Sum exceeds costs of completing the Work, including compensation for professional services and expenses made necessary thereby, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor and its Surety shall pay the difference to the District. The amount to be paid to the Contractor, or District, as the case may be, shall be certified by the Architect upon application. This payment obligation shall survive completion of the Contract.

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14.3 TERMINATION OF CONTRACT BY DISTRICT (CONTRACTOR NOT AT FAULT)

14.3.1 Termination for Convenience

District may terminate the Contract upon fifteen (15) calendar days of written notice to the Contractor and use any reasonable method the District deems expedient to complete the project, including contracting with replacement contractor or contractors, if it is found that reasons beyond the control of either the District or Contractor make it impossible or against the District's interest to complete the Work. In such a case, the Contractor shall have no claims against the District except: (1) the actual cost for labor, materials, and services performed which may be documented through timesheets, invoices, receipts, or otherwise, and (2) ten percent (10%) profit and overhead, and (3) five percent (5%) termination cost of the total of items (1) and (2). Contractor acknowledges and agrees that if the District (in its sole and absolute discretion) decides to takeover completion of the Project, the Contractor agrees to immediately assign all subcontracts to the District which the District has chosen to accept.

14.3.2 [Reserved]

14.4 REMEDIES OTHER THAN TERMINATION

If a default occurs, the District may, without prejudice to any other right or remedy, including, without limitation, its right to terminate the Contract pursuant to Article 14.2, do any of the following:

- a. Permit the Contractor to continue under this Contract, but make good such deficiencies or complete the Contract by whatever method the District may deem expedient, and the cost and expense thereof shall be deducted from the Contract Price or paid by the Contractor to the District on demand;
- b. If the workmanship performed by the Contractor is faulty or defective materials are provided, erected or installed, then the District may order the Contractor to remove the faulty workmanship or defective materials and to replace the same with work or materials that conform to the Contract Documents, in which event the Contractor, at its sole costs and expense, shall proceed in accordance with the District's order and complete the same within the time period given by the District in its notice to the Contractor; or
- c. Initiate procedures to declare the Contractor a non-responsible bidder for a period of two (2) to five (5) years thereafter.

All amounts expended by the District in connection with the exercise of its rights hereunder shall accrue interest from the date expended until paid to the District at the maximum legal rate. The District may retain or withhold any such amounts from the Contract Price. If the Contractor is ordered to replace any faulty workmanship or defective materials pursuant to Paragraph (b) above, the Contractor shall replace the same with new work or materials approved by the Architect and the District, and, at its own cost, shall repair or replace, in a manner and to the extent the Architect and the District shall direct, all Work or material that is damaged, injured or destroyed by the removal of said faulty workmanship or defective material, or by the replacement of the same with acceptable work or materials. In no event shall anything in this Paragraph be deemed to constitute a waiver by the District of any other rights or remedies that it may have at law or in equity, it being acknowledged and agreed by the Contractor that the remedies set forth in this Paragraph are in addition to, and not in lieu of, any other rights or remedies that the District may have at law or in equity

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REQUEST FOR SUBSTITUTION AT TIME OF BID

Pursuant to Public Contract Code Section 3400, bidder submits the following request to Substitute with the bid that is submitted. I understand that if the request to substitute is not “an/or equal” or is not accepted by District and I answer “no” I will not provide the specified item, then I will be held non-responsive and my bid will be rejected. With this understanding, I hereby request Substitution of the following articles, devices, equipment, products, materials, fixtures, patented processes, forms, methods, or types of construction:

| | Specification Section | Specified Item | Requested Substituted Item | Contractor Agrees to Provide Specified Item if request to Substitute is Denied ¹ (circle one) | | District Decision (circle one) | |
|-----|-----------------------|----------------|----------------------------|--|----|--------------------------------|------|
| 1. | | | | Yes | No | Grant | Deny |
| 2. | | | | Yes | No | Grant | Deny |
| 3. | | | | Yes | No | Grant | Deny |
| 4. | | | | Yes | No | Grant | Deny |
| 5. | | | | Yes | No | Grant | Deny |
| 6. | | | | Yes | No | Grant | Deny |
| 7. | | | | Yes | No | Grant | Deny |
| 8. | | | | Yes | No | Grant | Deny |
| 9. | | | | Yes | No | Grant | Deny |
| 10. | | | | Yes | No | Grant | Deny |
| 11. | | | | Yes | No | Grant | Deny |
| 12. | | | | Yes | No | Grant | Deny |

This Request Form must be accompanied by evidence as to whether the proposed Substitution (1) is equal in quality, service, and ability to the Specified Item; (2) will entail no change in detail, construction, and scheduling of related work; (3) will be acceptable in consideration of the required design and artistic effect; (4) will provide no cost disadvantage to the District; (5) will require no excessive or more expensive maintenance, including adequacy and availability of replacement parts; (6) will require no change of the construction schedule or milestones for the Project; and, (7) Contractor agrees to pay for any DSA Fees or other Governmental Plan check costs associated with this Substitution Request. (See General Conditions Section 3.6)

¹ Bidder must state whether bidder will provide the Specified Item in the event the Substitution request is evaluate and denied. If bidder states that bidder will not provide the Specified Item the denial of a request to Substitute shall result in the rejection of the bidder as non-responsive. However, if bidder states that bidder will provide the Specified Item in the event that bidder’s request for Substitution is denied, bidder shall execute the Agreement and provide the Specified Item(s). If bidder refuses to execute the Agreement due to the District’s decision to require the Specified Item(s) at no additional cost, bidder’s Bid Bond shall be forfeited.

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The undersigned states that the following paragraphs are correct:

1. The proposed Substitution does not affect the dimensions shown on the Drawings.
2. The undersigned will pay for changes to the building design, including Architect, engineering, or other consultant design, detailing, DSA plan check or other governmental plan check costs, and construction costs caused by the requested substitution.
3. The proposed substitution will have no adverse effect on other trades, the Contract Time, or specified warranty requirements.
4. Maintenance and service parts will be available locally for the proposed substitution.
5. In order for the Architect to properly review the substitution request, within five (5) days following the opening of bids, the Contractor shall provide samples, test criteria, manufacturer information, and any other documents requested by Architect or Architect's engineers or consultants, including the submissions that would ordinarily be required under Article 3.7 for Shop Drawings along with a document which provides a side by side comparison of key characteristics and performance criteria (often known as a CSI side by side comparison chart).
6. If Substitution Request is accepted by the District, Contractor is still required to provide a Submittal for the substituted item pursuant to Article 3.7 and shall provide required Schedule information (including schedule fragnets, if applicable) for the substituted item as required under Article 8.3.2.1. The approval of the Architect, Engineer, or District of the substitution request does not mean that the Contractor is relieved of Contractor's responsibilities for Submittals, Shop Drawings, and schedules under Article 3.7 and 8.3.2 if the Contractor is awarded the Project.

Name of Bidder: _____

By: _____

District: _____

By: _____

GENERAL CONDITIONS

IMMEDIATE CONSTRUCTION CHANGE DIRECTIVE NO. _____

PROJECT: _____

TO: _____

You are hereby directed to provide the extra work necessary to comply with this ICD.

DESCRIPTION OF CHANGE: _____

COST (This cost shall not be exceeded): _____

TIME FOR COMPLETION: _____

NOTE:

Pursuant to Article 7.3.1.2 An Immediate Change Directive is a written order to the Contractor prepared by the Architect and signed by the District (and CM if there is a CM on the Project) and the Architect, directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both. The District may by ICD, without invalidating the Contract, direct immediate changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions within. If applicable, the Contract Sum and Contract Time will be adjusted accordingly. **CONTRACTOR SHALL PROCEED WITH WORK SET FORTH IN THIS ICD IMMEDIATELY UPON RECEIPT OR THE DISTRICT MAY EITHER HOLD THE CONTRACTOR IN EITHER PARTIAL DEFAULT PURSUANT TO ARTICLE 2.2 OR TOTAL DEFAULT PURSUANT TO ARTICLE 14.**

Architect

District

GENERAL CONDITIONS

CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT: _____

TO: _____

As the Architect for the Project described above, the Project has reached Substantial Completion. Substantial Completion is not reached unless and until each of the following three (3) conditions have been met: (1) all contractually required items have been installed with the exception of only minor and Incomplete Punch Items (See Article 9.9.1.1 of the General Conditions); (2) All Fire/Life Safety Systems have been installed, and are working and signed off on the DSA Form 152 Inspection Card, all building systems including mechanical, electrical and plumbing are all functioning; and (3) the Project is fit for occupancy and its intended use

I certify that the Project has reached Substantial Completion as defined above.

Architect

GENERAL CONDITIONS

**CONTRACTOR'S CERTIFICATE REGARDING
NON-ASBESTOS CONTAINING MATERIALS**

Per Piggyback No. 2 Synthetic Turf, Concrete, Asphalt and Ancillary Equipment
for Routine and Deferred Maintenance

Certification for _____
(School Name)

We hereby certify that no Asbestos, or Asbestos Containing Materials shall be used in this Project or in any tools,
devices, clothing, or equipment used to affect the _____.
(Project Name/Number)

- (a) The Contractor further certifies that he/she has instructed his/her employees with respect to the above mentioned standards, hazards, risks and liabilities.
- (b) Asbestos and/or asbestos containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite and actinolite.
- (c) Any or all material containing greater than one-tenth of one percent (.1%) asbestos shall be defined as asbestos containing material.
- (d) Any disputes involving the question of whether or not material contains asbestos shall be settled by electron microscopy; the costs of any such tests shall be paid by the Contractor if the material is found to contain asbestos.
- (e) All work or materials found to contain asbestos or work or material installed with asbestos containing equipment will be immediately rejected and this work will be removed at no additional cost to the District.

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

GENERAL CONDITIONS

[END OF SECTION]

SUPPLEMENTARY CONDITIONS

ANCILLARY SERVICES

Part 1. GENERAL

1.1. PROJECT LOCATIONS

A. This bid is applicable to DISTRICT campuses, centers, and facilities.

1.2. WORK DAYS AND HOURS

A. Unless otherwise directed in writing by the DISTRICT, all work covered under this bid shall be based upon a five (5) day work week from Tuesday to Saturday during the hours of 7:00 AM and 5:00 PM.

B. This defines the standard work week.

Part 2. BID

2.1. SECURITY

A. See also “Instruction to Bidders” item 2.

B. The required five percent (5%) bid security is based upon the Grand Total in the Basis of Award bid form found in Bid Form Package.

2.2. BASIS OF BID AWARD

A. The Bid Form requires bidders to enter unit price costs for a number of items noted on the Unit Price Schedule.

B. The submitted unit prices are utilized by the bidder to complete the Basis of Award form found in the Bid Form package.

C. Failure to provide unit costs for each and every item on the Unit Price Schedule or the Basis of Award form shall result in the bid being declared “non-responsive”.

D. The bid shall be awarded based upon the lowest cost responsible bid provided on the hypothetical work noted in the Basis of Award form found in the Bid Form package.

E. All costs noted by the bidder in the Basis of Award shall match the Unit Price Schedule also submitted by the bidder.

F. If there are cost differences between the Basis of Award and the Unit Price Schedule, then the lowest cost shall be accepted by the DISTRICT.

2.3. SCOPE OF WORK

A. All work noted in the Bid is to be utilized by the DISTRICT on an “if and as needed” basis.

B. The DISTRICT shall provide no minimum amount of work or any guarantee of work covered by the Bid.

C. The DISTRICT retains the exclusive right to utilize the Bid as it deems necessary and may also utilize any other bids or cooperative agreements that are in the best interest of the DISTRICT.

D. It is the intention of the DISTRICT to use this Bid, based upon the unit price schedule, for multiple stand-alone projects.

E. Each project shall be costed out by the successful bidder in a written proposal (estimate) based upon the Bid’s Unit Price Schedule.

F. If approved, a purchase order and Field Agreement shall be issued as a notice to proceed.

SUPPLEMENTARY CONDITIONS

- 2.4. **PERFORMANCE AND PAYMENT BOND**
- A. Performance and Payment Bonds shall be required for any project that exceeds \$25,000 in cost.
 - B. The DISTRICT shall reimburse the successful bidder for the direct costs of required Performance and Payment Bonds up to, but not exceeding one percent (1%) of the project cost.
 - C. Reimbursement shall be made within thirty (30) work days of submittal of a valid reimbursement invoice with fully documented costs.
 - D. Performance and Payment Bonds shall not be required for projects less than \$25,000 in cost.
- 2.5. **BID DURATION**
- a. Year One (1) - 4/1/2018 through 3/31/2019
 - b. Year Two (2) - 4/1/2019 through 3/31/2020
 - c. Year Three (3) - 4/1/2020 through 3/31/2021
 - d. Year Four (4) - 4/1/2021 through 3/31/2022
 - e. Year Five (5) - 4/1/2022 through 3/31/2023
- 2.6. **UNIT PRICE ADJUSTMENTS**
- A. All unit prices shall be adjusted in year two (2), year three (3), year four (4) and year (5) by the annual average CPI for the prior calendar year.
 - B. The CPI utilized for this adjustment is defined as CPI-All Urban Consumers for Los Angeles, Riverside, and Orange County, California, for the Base Period 2018.
 - C. However, in no case shall the original unit prices be subject to reductions in costs as the result of the CPI adjustment.

PART 3. CONTRACT ADMINISTRATIVE FEES AND REPORTS

- 3.1. **FEES**
- A. The Vendor will provide to Wiseburn School District a contract administrative fee of one percent (1%) of the total invoice amounts of all orders shipped pursuant to the cooperative and utilization agreement.
- 3.2. **REPORTS**
- A. The Vendor shall provide quarterly reports of the total dollar expenditures by each participating agency to the DISTRICT.
 - B. Use the Quarterly Report Form found in the Bid Form package for all submissions.
 - C. This report will be submitted electronically on a quarterly basis for the previous quarter's transactions.
 - D. Reports are to be submitted to Business Office for the DISTRICT at 201 N. Douglas, El Segundo, CA 90245.
 - E. Failure to submit these reports and fees when due shall constitute grounds to terminate this agreement.
 - F. Supplier shall remain liable for any fees due prior to such notification.

SUPPLEMENTARY CONDITIONS

PART 4. MATERIAL

4.1. SUPPLIED MATERIAL

- A. Contractor is responsible for all materials for a completed job.
- B. DISTRICT may elect to store additional material and/or attic stock for quick access.

PART 5. RESPONSIBILITIES

5.1. BIDDING CONTRACTORS

- A. All miscellaneous items needed for a completed job shall be provided by the contractor such as adhesives, glues, nails, staples, seaming material, header board, etc.
- B. Plan take-off, proper estimates for yardage, material and application needed to complete job.
- C. Contractor will be held responsible to the original written estimate provided for each project.
- D. Seam diagrams for all synthetic turf applications.
- E. Supplying all materials for a completed project.
- F. Contractor is required to be certified by manufacturer for the installation of all specified.
- G. Every installer on the turf, concrete, asphalt, track substrate job must carry a current certification card indicating his or her personal name.
- H. The contractor must have a letter from the material manufacturers stating that the award winning contractor meets all certification requirements.
- I. The letters must be part of the bid submittal package.
- J. Failure to provide written certification letters with the bid may result in bid being declared “non-responsive”.
- K. Contractor will be required to order and receive materials at the contractor’s warehouse 6-8 weeks prior to the scheduled installation date.
- L. Contractor must have adequate warehouse and storage facilities.
- M. Contractor must provide warehouse facilities that are adequate to store owner supplied or attic stock material.
- N. Warehouse facilities must be insured and bonded.
- O. Certification will be required showing that the owner supplied / contractor warehouse material is insured for one100% of its value.
- P. Contractor must supply insurance for all district owned stored material.
- Q. The contractor will be responsible for all sundries and substrate preparation materials.
- R. The contractor will be responsible for all substrate preparation and application as indicated by the proposal.
- S. The contractor will be responsible for all proper equipment to receive and deliver material to the job sites.
- T. The contractor will be responsible for material deliveries of all district owned and contractor stored materials to all specified job sites. This includes all locations designated within the bid document.
- U. The contractor will be responsible for insuring the district owned material when delivering and transporting goods.
- V. The contractor will be responsible for all product finishing material and installation.
- X. The contractor will be responsible for following the manufacturer's installation instructions exactly for all materials utilized.

SUPPLEMENTARY CONDITIONS

- 5.2. **DYE LOTS**
 - A. No more than one (1) dye lot shall be considered per material type per project, unless otherwise approved in writing by the DISTRICT.

- 5.3. **SUBSTRATES**
 - A. Flooring materials, including turf, will be installed over several different substrates to include wood, VAT, concrete, pads, pds tiles, sub-base, and aggregate.
 - B. Contractors will be responsible for contacting the manufacturer for the correct installation specification for each substrate application.

- 5.4. **REMOVAL AND DISPOSAL**
 - A. If applicable, the contractor will be responsible for the removal and disposal of existing materials where new materials will be installed.

- 5.5. **APPLICATION REQUIREMENTS**
 - A. Turf Contractor must have available resources to meet 500 square feet of installation per day.
 - B. Application requirements will vary on a daily basis.

- 5.6. **MATERIAL PICK UP**
 - A. Contractor may be required to pick up owner-supplied materials at designated Warehouses.

- 5.7. **STORAGE**
 - A. Contractor will be responsible for storing all owner supplied material for the term of the contract at no charge to the DISTRICT.
 - B. All material overages or waste exceeding the size of 6' x 10' shall be labeled and stored by the contractor.
 - C. Remaining materials will be delivered to the DISTRICT when requested or at termination of contract.

PART 6. WARRANTIES

- 6.6. **WARRANTIES**
 - A. All warranties must be submitted with payment requests in order to process payment.
 - B. Warranties shall indicate site, location, room number, purchase order number, contract number, and date of installation.

SUPPLEMENTARY CONDITIONS

- 6.7. 8 -YEAR APPLICATION WARRANTY (LATENT)
- A. Contractor shall be responsible for the application and warranty it for eight (8) year non-prorated.
 - B. The 8-year application warranty is to read as follows:
 - a) Contractor has been responsible for the application of materials.
 - b) Materials have been installed per manufacturer speculations.
 - c) Materials meet the integrity level set forth by the manufacturer.
 - d) This includes proper application of wall base, thresholding, seams, nails, staples, adhesives, seaming material, header board, logo trim work, and any other flooring materials contracted.
- 6.8. ABNORMALITIES
- A. Contractor is responsible for identifying any inherent abnormalities relating to manufacturer supplied products such as turf, foliage, track, asphalt and concrete, and associated, adhesive, etc.
 - B. The district must be notified prior to installation in the case where materials may compromise the proper application of materials.
- 6.9. TURF, SYNTHETIC GRASS, ASPHALT, CONCRETE, AND TRACK
- A. Contractor shall ensure that materials, thresholding, and product applications are installed correctly per plan specifications and manufacturer's recommendations.

PART 7. SCHEDULE

- 7.1. INSTALLATION SCHEDULE CHANGES
- A. Contractor will give a minimum of three (3) days' notice prior to any installation schedule changes.
- 7.2. WORK HOURS
- . Contractor work hours are 7:00 AM-5:00 PM, Tuesday through Saturday, unless otherwise agreed.

PART 8. CHANGE ORDER

- 8.1. CHANGE ORDERS
- A. No change orders or additional payments will be considered in excess of the contractor's original estimate unless approved in advance and in writing by the DISTRICT for special or extraordinary conditions not known at the time of issuance of the purchase order and/or Field Project Agreement Form.

SUPPLEMENTARY CONDITIONS

PART 9. CERTIFICATION REQUIREMENTS

9.1. CERTIFICATION REQUIREMENTS

- A. It is a requirement of this bid that all individuals working on projects at the DISTRICT and involving synthetic grass, artificial foliage, and track shall be certified by the manufacturer.
- B. The listed certifications are a requirement of this bid. All certificates must be included in the bid submittal: California Synthetic Grass and Foliage Installation Certificate #1247-ISGF2013, California Synthetic Grass, and Foliage Maintenance Certificate #1247-SGFM2013.
- C. Proof of current and valid certification shall be included with the Bid Form.
- D. Failure to provide such certification may result in the bid being declared “non-responsive”.

***IT IS AGREED AND APPROVED THAT the buying contract is in the best interest of the respective DISTRICT(S) due to the advantage of very low, set pricing ahead of time, without the added time and expense of going out to bid and the Board hereby determines that rates of for the furnishing of services and deferred, routine maintenance projects incidental to the purchase of materials under the buying contract not to exceed thirty-five percent (35%), in accordance with Public Contract Code Section 20118.**

SUPPLEMENTARY CONDITIONS



Wiseburn Unified School District – Quarterly Reports Synthetic Turf, Concrete Asphalt and Ancillary Equipment – Bid Pkg. No. 2

Date: _____

Reporting Quarter: _____

| Purchaser's Name and Address | Invoice Amount Less Tax | Administrative Fee 1% | Total Due |
|------------------------------|-------------------------|-----------------------|-----------|
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Contractor

Signature

SUPPLEMENTARY CONDITIONS

[END OF SECTION]

SUPPLEMENTARY CONDITIONS

ANCILLARY SERVICES

Ancillary services are allowable for projects that are designed as routine and deferred maintenance projects

Ancillary services shall include material handling, material staging, removal of existing materials, material storage, assembly, application, installation and setup.

Ancillary services shall not exceed thirty-five percent (35%) of the cost of materials per standalone project

Date: _____

Signature of Responsible Party: _____

Printed Name: _____

Title: _____

A notary public or other officer completing this certificate verifies only the identity the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

ACKNOWLEDGMENT

State of California)

County of _____)

On _____, before me, _____,
(date) (Notary Name and Title)
personally appeared _____,
(Insert name and title of the officer)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____ (Seal)

SUPPLEMENTARY CONDITIONS

CONTRACT EXTENSIONS

PART 1. CLAUSE

If mutually agreeable, the DISTRICT reserves the right to consider the extension of this contract for one or two-year periods up to a maximum of five (5) years. Time of such extension is to begin the day after the end of the initial term of this contract and will end a full one or two calendar years thereafter. In addition, the DISTRICT reserves the right to further extend this contract to the full extent allowed by law. Factors that would influence the Office in exercising this option would be satisfactory service being rendered by the holder of the contract and any increase in price caused by such extension to be a nominal amount and not excessive as measured by local market conditions. In the award of this bid renewal, the Office will consider the amount of the price increase stated by the bidder as a factor and will compute accordingly. A price increase, if exercised, shall be fully justified by vendor and provided by a test of the market and/or submission of documents.

PART 2. EXTENSION

Extension will be based on CPI price index annually Yes No

Term Extension(s) of: 1 year 2 years 3 years 4 years 5 years

Signature of Responsible Party _____

Name: _____

Title: _____

Date: _____

SUPPLEMENTARY CONDITIONS

COOPERATIVE UTILIZATION CLAUSE AND AGREEMENT

PART 1. COOPERATIVE PURCHASING BY OTHER EDUCATIONAL OR PUBLIC ENTITIES

Wiseburn Unified School District (DISTRICT) would like to specify the following college districts, school districts, and all other school districts in the State of California to be able to purchase the identical item(s) at the same price and upon the same terms and conditions pursuant to Sections 20118 and 20652 of the Public Contract Code for the term of this Contract and any mutually agreed extensions pursuant to this request for bids at the option of the vendor, other school districts and community college districts, and any public corporation or agency, including any county, city, town, or public corporation or agency within the State of California.

Acceptance or rejection of this clause **will not** affect the outcome of this bid.

Piggyback option granted

Indicate counties approved for service:

Piggyback option not granted

PART 2. UTILIZATION OF BIDS BY OTHER SCHOOL DISTRICTS

WISEBURN UNIFIED SCHOOL DISTRICT waives its right to require such other entities to draw their warrants in favor of the District as provided in sections 20118 and 20652 of the Public Contract Code.

Piggyback option granted

Indicate counties approved for service:

ALL SCHOOL DISTRICTS IN THE STATE OF CALIFORNIA

Piggy back option not granted

SUPPLEMENTARY CONDITIONS

SPECIFIED CALIFORNIA SCHOOL DISTRICTS: K-12

| | |
|------------------------------------|---|
| ABC USD | Acalanes Union HSD |
| Ackerman ESD | Acton-Agua Dulce USD |
| Adelanto ESD | Alameda City USD, Administration Building |
| Alameda County Office of Education | Albany USD |
| Alexander Valley Union ESD | Alhambra City ESD |
| Alhambra City HSD | Alisal Union ESD |
| Allensworth ESD | Alpaugh USD |
| Alpine County Office of Education | Alpine County USD |
| Alpine UESD | Alta Loma ESD |
| Alta Vista ESD | Alta-Dutch Flat Union ESD |
| Alum Rock Union ESD | Alview-Dairyland Union ESD |
| Alvina ESD Alvord USD | Alvord USD |
| Amador County Office of Education | Amador County USD |
| American Union ESD | Anaheim City School District |
| Anaheim Union HSD | Anderson Union HSD |
| Anderson Valley USD | Antelope ESD |
| Antelope Valley Union HSD | Antioch USD |
| Apple Valley USD | Arcadia USD |
| Arcata ESD | Aroche Union ESD |
| Aromas / San Juan USD | Arena Union ESD |
| Aromas / San Juan USD | Arena Union ESD |
| Armona Union ESD | Aromas/San Juan Unified |

SUPPLEMENTARY CONDITIONS

| | |
|-----------------------------|----------------------------|
| Arvin Union ESD | Atascadero USD |
| Atwater ESD | Auburn Union ESD |
| Azusa USD | Baker Valley USD |
| Bakersfield City SD | Ballard ESD |
| Ballico-Cressey ESD | Bangor Union ESD |
| Banning USD | Banta ESD |
| Barstow USD | Bass Lake Joint Union ESD |
| Bassett USD | Bayshore ESD |
| Bear Valley USD | Beardsley ESD |
| Beaumont USD | Bella Vista ESD |
| Belleview UESD | Bellevue Union ESD |
| Bellflower USD | Belmont ESD |
| Belridge ESD | Bend ESD |
| Benicia USD | Bennett Valley Union ESD |
| Berkeley USD | Berryessa Union ESD |
| Beverly Hills USD | Big Creek ESD |
| Big Lagoon Union ESD | Big Oak Flat-Groveland USD |
| Big Pine USD | Big Springs Union ESD |
| Big Valley Joint USD | Biggs USD |
| Bishop Joint Union HSD | Bishop Union ESD |
| Bitterwater-Tully Union ESD | Black Butte Union ESD |
| Black Oak Mine USD | Blake ESD |
| Blochman Union ESD | Blue Lake Union ESD |
| Bogus ESD | Bolinas-Stinson Union ESD |

SUPPLEMENTARY CONDITIONS

| | |
|----------------------------------|--------------------------------------|
| Bonita USD | Bonny Doon Union ESD |
| Bonsall Union ESD | Borrego Springs USD |
| Bradley Union ESD | Brawley ESD |
| Brawley Union HSD | Brea-Olinda USD |
| Brentwood USD | Bret Harte Union HSD |
| Bridgeville ESD | Briggs ESD |
| Brisbane ESD | Brittan ESD |
| Browns ESD | Buckeye Union SD |
| Buellton Union ESD | Buena Park ESD |
| Buena Vista ESD | Burbank USD |
| Burlingame ESD | Burnt Ranch ESD |
| Burrel Union ESD | Burton ESD |
| Butte County Office of Education | Butte Valley USD |
| Butteville Union ESD | Buttonwillow Union ESD |
| Byron Union ESD | Cabrillo USD |
| Cajon Valley Union SD | Calaveras County Office of Education |
| Calaveras USD | Calexico USD |
| Caliente Union ESD | Calipatria USD |
| Calistoga Joint USD | Cambria Union ESD |
| Cambrian ESD | Camino Union ESD |
| Campbell Union ESD | Campbell Union HSD |
| Camptonville ESD | Canyon ESD |
| Capay Joint Union ESD | Capistrano USD |

SUPPLEMENTARY CONDITIONS

| | |
|------------------------|----------------------------|
| Cardiff ESD | Carlsbad USD |
| Carmel USD | Carpinteria USD |
| Caruthers Union ESD | Caruthers Union HSD |
| Cascade Union ESD | Casmalia ESD |
| Castaic Union SD | Castle Rock Union ESD |
| Castro Valley USD | Cayucos ESD |
| Center USD | Centinela Valley Union HSD |
| Center JUSD | Central ESD |
| Central USD | Central Union ESD |
| Central Union HSD | Centralia ESD |
| Ceres USD | Chaffey Joint Union HSD |
| Charter Oak USD | Chatom Union ESD |
| Chawanakee Joint ESD | Chawanakee USD |
| Chicago Park ESD | Chico USD |
| Chinese Camp ESD | Chino Valley USD |
| Chowchilla ESD | Chowchilla Union HSD |
| Chualar Union ESD | Chula Vista ESD |
| Cienega Union ESD | Cinnabar ESD |
| Citrus South Tule ESD | City of Santa Rosa ESD |
| City of Santa Rosa HSD | Claremont USD |
| Clay Joint ESD | Clear Creek ESD |
| Cloverdale USD | Clovis USD |
| Coachella Valley USD | Coalinga-Huron JUSD |

SUPPLEMENTARY CONDITIONS

| | |
|---|--------------------------------------|
| Coarsegold USD | Coast Union HSD |
| Coffee Creek ESD | Cole Spring ESD |
| Colfax ESD | College ESD |
| Colton Joint USD | Columbia ESD |
| Columbia Union SD | Columbine ESD |
| Colusa County Office of Education | Colusa USD |
| Compton USD | Conejo Valley USD |
| Contra Costa County Office of Education | Corcoran Joint USD Corning Union ESD |
| Coronado USD | Corona-Norco USD |
| Cotati-Rohnert Park USD | Cottonwood Union ESD |
| Covina-Valley USD | Cox Bar ESD |
| Cucamonga ESD | Cuddeback Union ESD |
| Culver City USD | Cupertino USD |
| Columbia Union SD | Columbine ESD |
| Colusa County Office of Education | Colusa USD |
| Compton USD | Conejo Valley USD |
| Contra Costa County Office of Education | Corcoran Joint USD Corning Union ESD |
| Coronado USD | Corona-Norco USD |
| Cotati-Rohnert Park USD | Cottonwood Union ESD |
| Covina-Valley USD | Cox Bar ESD |
| Cucamonga ESD | Cuddeback Union ESD |
| Culver City USD | Cupertino USD |
| Curtis Creek ESD | Cutler-Orosi USD |

SUPPLEMENTARY CONDITIONS

| | |
|--|--------------------------------------|
| Cutten ESD | Cuyama Joint USD |
| Cypress ESD | Davis Joint USD |
| Death Valley USD | Dehesa School District |
| Del Mar Union ESD | Del Norte County Office of Education |
| Del Norte County USD | Del Paso Heights ESD |
| Delano Joint Union HSD | Delano Union ESD |
| Delhi USD | Delphic ESD |
| Delta Island Union ESD | Delta View Joint Union ESD |
| Denair USD | Desert Sands USD |
| Di Giorgio ESD | Dinuba USD |
| Dinuba JUHSD | Dixie ESD |
| Dixon USD | Dos Palos-Oro Loma JUSD |
| Douglas City ESD | Downey USD |
| Dry Creek JEUSD | Duarte USD |
| Dublin USD | Ducor Union ESD |
| Dunham School District | Dunsmuir ESD |
| Dunsmuir Joint Union HSD | Durham USD |
| Earlimart ESD | East Nicolaus JUHSD |
| East Side Union HSD | East Whittier City ESD |
| Eastern Sierra USD | Eastside UESD |
| Edison ESD | El Centro ESD |
| El Dorado County Superintendent of Schools | El Dorado UHSD |
| El Monte City SD | El Monte Union HSD |

SUPPLEMENTARY CONDITIONS

| | |
|-----------------------|--------------------------|
| El Nido ESD | El Rancho USD |
| El Segundo USD | El Tejon USD |
| Elk Grove USD | Elk Hills ESD |
| Elkins ESD | Elverta Joint ESD |
| Emery USD | Emigrant Gap ESD |
| Empire UESD | Encinitas Union ESD |
| Enterprise ESD | Escalon USD |
| Escondido Union SD | Escondido Union HSD |
| Esparto USD | Etiwanda ESD |
| Etna Union ESD | Etna Union HSD |
| Eureka City ESD | Eureka City HSD |
| Eureka Union ESD | Evergreen ESD |
| Evergreen Union SD | Exeter Union ESD |
| Exeter Union HSD | Fairfax ESD |
| Fairfield-Suisun USD | Fall River Joint USD |
| Fallbrook Union ESD | Fallbrook Union HSD |
| Farmersville USD | Feather Falls Union ESD |
| Ferndale USD | Fieldbrook ESD |
| Fillmore USD | Firebaugh-Las Deltas USD |
| Flournoy Union ESD | Folsom-Cordova USD |
| Fontana USD | Foresthill Union ESD |
| Forestville Union ESD | Forks of Salmon ESD |
| Fort Bragg USD | Fort Jones Union ESD |

SUPPLEMENTARY CONDITIONS

| | |
|--------------------------------------|---|
| Fort Ross ESD | Fort Stage USD |
| Fortuna Union ESD | Fortuna Union HSD |
| Fountain Valley ESD | Fowler USD |
| Franklin ESD | Franklin-McKinley ESD |
| Fremont USD | Fremont Union HSD |
| French Gulch-Whiskeytown ESD | Freshwater ESD |
| Fresno County Office of Education | Fresno County Schools Administration Building |
| Fresno USD | Fruitvale ESD |
| Fullerton ESD | Fullerton Joint HSD |
| Galt Joint Union ESD | Galt Joint Union HSD |
| Garden Grove USD | Garfield ESD |
| Garvey ESD | Gateway USD |
| Gazelle Union ESD | General Shafter ESD |
| Gerber Union ESD | Geyserville USD |
| Gilroy USD | Glendale USD |
| Glendora USD | Glenn County Office of Education |
| Gold Oak Union School District | Gold Trail Union School District |
| Golden Feather Union School District | Golden Plains USD |
| Goleta Union ESD | Gonzales Union ESD |
| Gonzales Union HSD | Gorman ESD |
| Grant ESD | Grant Joint Union HSD |
| Grass Valley ESD | Gratton ESD |
| Gravenstein Union ESD | Graves ESD |

SUPPLEMENTARY CONDITIONS

| | |
|-------------------------------|-------------------------------------|
| Green Point ESD | Greenfield Union ESD |
| Greenfield Union SD | Grenada ESD |
| Gridley Union SD | Gridley Union HSD |
| Grossmont Union HSD | Guadalupe Union ESD |
| Guerneville ESD | Gustine USD |
| Hacienda La Puente USD | Hamilton Union ESD |
| Hamilton Union HSD | Hanford ESD |
| Hanford Joint Union HSD | Happy Camp Union ESD |
| Happy Valley ESD | Happy Valley Union ESD |
| Harmony Union ESD | Hart-Ransom Union ESD |
| Hawthorne ESD | Hayward USD |
| Healdsburg Union ESD | Healdsburg Union HSD |
| Heber ESD | Helendale School District |
| Hemet USD | Hermosa Beach City ESD |
| Hesperia USD | Hickman ESD |
| Hillsborough City SD | Hilmar USD |
| Hollister ESD | Holt Union ESD |
| Holtville USD | Hope ESD |
| Hope ESD | Horicon ESD |
| Hornbrook ESD | Hot Springs ESD |
| Howell Mountain ESD | Hueneme ESD |
| Hughes-Elizabeth Lakes UESD | Hughson Union HSD |
| Hughson Union School District | Humboldt County Office of Education |

SUPPLEMENTARY CONDITIONS

| | |
|-------------------------------------|----------------------------------|
| Huntington Beach City ESD | Huntington Beach Union HSD |
| Hydesville ESD | Igo, Ono, Platina Union ESD |
| Imperial County Office of Education | Imperial USD |
| Indian Diggings ESD | Indian Springs ESD |
| Inglewood USD | Inyo County Office of Education |
| Irvine USD | Island Union ESD |
| Jacoby Creek ESD | Jamestown ESD |
| Jamul-Dulzura Union ESD | Janesville Union ESD |
| Jefferson ESD | Jefferson ESD |
| Jefferson ESD | Jefferson Union HSD |
| John Swett USD | Johnstonville ESD |
| Julian Union ESD | Julian Union HSD |
| Junction City ESD | Junction ESD |
| Junction ESD | Jurupa USD |
| Kashia ESD | Kelseyville USD |
| Kentfield ESD | Kenwood ESD |
| Keppel Union ESD | Kerman USD |
| Kern County Office of Education | Kern Union HSD |
| Kernville Union ESD | Keyes Union ESD |
| King City Joint Union HSD | King City Union ESD |
| Kings Canyon Joint USD | Kings County Office of Education |
| Kings River Union ESD | Kings River-Hardwick Union ESD |
| Kingsburg Joint Union ESD | Kingsburg Elem. Comm. Charter |

SUPPLEMENTARY CONDITIONS

| | |
|---------------------------------|-----------------------------------|
| Kingsburg Joint Union HSD | Kirkwood ESD |
| Kit Carson Union Elementary | Klamath River Union ESD |
| Klamath-Trinity Joint USD | Kneeland ESD |
| Knights Ferry ESD | Knightsen ESD |
| La Grange ESD | La Habra City ESD |
| La Honda-Pescadero USD | La Mesa-Spring Valley SD |
| Lafayette ESD | Laguna Beach USD |
| Laguna Joint ESD | Laguna Salada Union ESD |
| Lagunita ESD | Lagunitas ESD |
| Lake County Office of Education | Lake ESD |
| Lake Elsinore USD | Lake Tahoe USD |
| Lakeport USD | Lakeside Joint SD |
| Lakeside Union ESD | Lammersville ESD |
| Lamont ESD | Lancaster ESD |
| Larkspur ESD | Las Lomas ESD |
| Las Virgenes USD | Lassen County Office of Education |
| Lassen Union HSD | Lassen View Union ESD |
| Laton Joint USD | Latrobe School District |
| Lawndale ESD | Laytonville USD |
| Le Grand Union ESD | Le Grand Union HSD |
| Leggett Valley USD | Lemon Grove ESD |
| Lemoore Union ESD | Lemoore Union HSD |
| Lennox ESD | Lewiston ESD |

SUPPLEMENTARY CONDITIONS

| | |
|--|-----------------------------------|
| Liberty ESD | Liberty ESD |
| Liberty Union HSD | Lincoln ESD |
| Lincoln USD | Linden USD |
| Lindsay USD | Linns Valley-Pose Flat UESD |
| Little Lake City ESD | Little Shasta ESD |
| Live Oak ESD | Live Oak USD |
| Livermore Valley Joint USD | Livingston Union School District |
| Lodi USD | Loleta Union ESD |
| Loma Prieta Joint Union ESD | Lompoc USD |
| Lone Pine USD | Long Beach USD |
| Loomis Union ESD | Los Alamitos USD |
| Los Alamos ESD | Los Altos ESD |
| Los Angeles County Office of Education | Los Angeles USD |
| Los Banos USD | Los Gatos USD |
| Los Gatos-Saratoga Joint Union HSD | Los Molinos USD |
| Los Nietos ESD | Los Olivos ESD |
| Lost Hills Union ESD | Lowell Joint ESD |
| Lucerne ESD | Lucerne Valley USD |
| Lucia Mar USD | Luther Burbank School District |
| Lynwood USD | Madera County Office of Education |
| Madera USD | Magnolia ESD |
| Magnolia Union ESD | Mammoth USD |
| Manchester Union ESD | Manhattan Beach Unified |

SUPPLEMENTARY CONDITIONS

| | |
|-------------------------------------|--------------------------------------|
| Manteca USD | Manton Joint Union ESD |
| Manzanita ESD | Maple Creek ESD |
| Maple ESD | Marcum-Illinois Union ESD |
| Maricopa USD | Marin County Office of Education |
| Mariposa County Office of Education | Mariposa County USD |
| Mark Twain Union ESD | Mark West USD |
| Martinez USD | Marysville Joint USD |
| Mattole USD | Maxwell USD |
| McCabe Union ESD | McCloud Union ESD |
| McFarland USD | McKinleyville Union ESD |
| McKittrick ESD | McSwain Union ESD |
| Meadows Union ESD | Mendocino County Office of Education |
| Mendocino USD | Mendota USD |
| Menifee Union ESD | Menlo Park City ESD |
| Merced City ESD | Merced County Office of Education |
| Merced River Union ESD | Merced Union HSD |
| Meridian ESD | Mesa Union ESD |
| Middletown USD | Midway ESD |
| Mill Valley ESD | Millbrae ESD |
| Millville ESD | Milpitas USD |
| Minarets Joint Union HSD | Mineral ESD |
| Mission Union ESD | Modesto City ESD |
| Modesto City HSD | Modoc County Office of Education |

SUPPLEMENTARY CONDITIONS

| | |
|-----------------------------------|--------------------------------------|
| Modoc Joint USD | Mojave USD |
| Mono County Office of Education | Monroe ESD |
| Monrovia USD | Monson-Sultana Joint Union ESD |
| Montague ESD | Monte Rio Union ESD |
| Montebello ESD | Montebello USD |
| Montecito Union ESD | Monterey County Office of Education |
| Monterey Peninsula USD | Montgomery ESD |
| Moorpark USD | Moraga ESD |
| Moreland ESD | Moreno Valley USD |
| Morgan Hill USD | Morongo USD |
| Mother Lode Union ESD | Mountain ESD |
| Mountain Empire USD | Mountain House ESD |
| Mountain Union ESD | Mountain Valley USD |
| Mountain View ESD | Mountain View ESD |
| Mountain View ESD | Mountain View-Los Altos Union HSD |
| Mt. Baldy Joint ESD | Mt. Diablo USD |
| Mt. Pleasant ESD | Mt. Shasta Union HSD |
| Mulberry ESD | Mupu ESD |
| Muroc Joint USD | Murrieta Valley USD |
| Napa County Office of Education | Napa Valley USD |
| National School District | Natomas Union ESD |
| Nevada County Office of Education | Nevada Joint Union HSD New Haven USD |
| New Haven USD | New Hope ESD |

SUPPLEMENTARY CONDITIONS

| | |
|-------------------------------|-----------------------------------|
| New Jerusalem ESD | Newark USD |
| Newcastle ESD | Newhall ESD |
| Newman-Crows Landing USD | Newport-Mesa USD |
| Nicasio ESD | Norris School District |
| North County Joint ESD | North Cow Creek ESD |
| North Monterey County USD | North Sacramento ESD |
| Northern Humboldt Union HSD | Norwalk-La Mirada USD |
| Novato USD | Nuestro ESD |
| Nuvview USD | Oak Grove ESD |
| Oak Grove Union ESD | Oak Park USD |
| Oak Run ESD | Oak Valley Union ESD |
| Oak View Union ESD | Oakdale Joint Union HSD |
| Oakdale Union ESD | Oakland USD |
| Oakley Union ESD | Ocean View ESD |
| Ocean View ESD | Oceanside City USD |
| Ojai USD | Old Adobe Union ESD |
| Ontario-Montclair ESD | Ophir ESD |
| Orange Center School District | Orange County Office of Education |
| Orange USD | Orchard School District |
| Orcutt Union ESD | Orick ESD |
| Orinda Union ESD | Orland Joint Union ESD |
| Orland Joint Union HSD | Oro Grande ESD |
| Oroville City ESD | Oroville Union HSD |

SUPPLEMENTARY CONDITIONS

| | |
|-----------------------------|-----------------------------------|
| Outside Creek ESD | Owens Valley USD |
| Oxnard ESD | Oxnard Union HSD |
| Pacheco Union ESD | Pacific ESD |
| Pacific Grove USD | Pacific USD |
| Pacific Union ESD | Pacific Union ESD |
| Pajaro Valley USD | Palermo USD |
| Palm Springs USD | Palmdale ESD |
| Palo Alto USD | Palo Verde USD |
| Palo Verde Union ESD | Palos Verdes Peninsula USD |
| Panama-Buena Vista USD | Panoche ESD |
| Paradise ESD | Paradise USD |
| Paramount USD | Parlier USD |
| Pasadena USD | Paso Robles Joint Union HSD |
| Paso Robles Joint Union ESD | Patterson Joint USD |
| Pauma ESD | Peninsula Union ESD |
| Penryn ESD | Perris ESD |
| Perris Union HSD | Petaluma City Elementary SD |
| Petaluma Joint Union HSD | Piedmont City USD |
| Pierce Joint USD | Pine Ridge ESD |
| Piner-Olivet Union ESD | Pioneer Union ESD |
| Pioneer Union ESD | Pioneer Union ESD |
| Pittsburg USD | Pixley Union ESD |
| Placentia-Yorba Linda USD | Placer County Office of Education |

SUPPLEMENTARY CONDITIONS

| | |
|-----------------------------------|--|
| Placer Hills Union ESD | Placer Union HSD |
| Placerville Union ESD | Plainsburg ESD |
| Planada ESD | Plaza ESD |
| Pleasant Grove Joint Union ESD | Pleasant Ridge Union ESD |
| Pleasant Valley ESD | Pleasant Valley School District |
| Pleasant View ESD | Pleasant Valley Joint Union Elementary |
| Pleasanton USD | Plum Valley ESD |
| Plumas County Office of Education | Plumas ESD |
| Point Arena Joint Union HSD | Pollock Pines ESD |
| Pomona USD | Pond Union ESD |
| Pope Valley Union School District | Porterville Elementary SD |
| Porterville Union School District | Portola Valley ESD |
| Potter Valley Community USD | Poway USD |
| Princeton Joint USD | Quartz Valley ESD |
| Raisin City ESD | Ramona USD |
| Rancho Santa Fe ESD | Ravendale-Termo ESD |
| Ravenswood City ESD | Raymond-Knowles Union ESD |
| Ready Springs USD | Red Bluff Joint Union HSD |
| Red Bluff Union ESD | Redding ESD |
| Redlands USD | Redondo Beach City ESD |
| Redwood City ESD | Reed Union ESD |
| Reeds Creek ESD | Reef-Sunset USD |
| Rescue Union ESD | Rialto USD |

SUPPLEMENTARY CONDITIONS

| | |
|---------------------------------------|---|
| Richfield ESD | Richgrove ESD |
| Richland-Lerdo ESD | Richmond ESD |
| Rim of the World USD | Rincon Valley Union ESD |
| Rio Bravo-Greeley Union ESD | Rio Dell ESD |
| Rio ESD | Rio Linda Union ESD |
| Ripon USD | River Delta USD |
| Riverbank ESD | Riverdale Joint Unified |
| Riverside County Office of Education | Riverside USD |
| Rockford ESD | Rocklin USD |
| Rohnerville ESD | Romoland ESD |
| Rosedale Union ESD | Roseland ESD |
| Rosemead ESD | Roseville City ESD |
| Roseville Joint Union HSD | Ross ESD |
| Ross Valley School District | Round Valley joint ESD |
| Round Valley USD | Rowland USD |
| Sacramento City USD | Sacramento County Office of Education |
| Saddleback Valley USD | Salida Union School District |
| Salinas City ESD | Salinas Union HSD |
| San Antonio Union ESD | San Ardo Union ESD |
| San Benito County Office of Education | San Benito HSD |
| San Bernardino City USD | San Bernardino County Office of Education |
| San Bruno Park ESD | San Carlos ESD |
| San Diego City USD | San Diego County Office of Education |

SUPPLEMENTARY CONDITIONS

| | |
|---------------------------------------|--|
| San Dieguito Union HSD | San Francisco County Office of Education |
| San Francisco USD | San Gabriel ESD |
| San Jacinto USD | San Joaquin County Office of Education |
| San Jose USD | San Juan USD |
| San Leandro USD | San Lorenzo USD |
| San Lorenzo Valley USD | San Lucas Union ESD |
| San Luis Coastal USD | San Luis Obispo County Office of Education |
| San Marcos USD | San Marino USD |
| San Mateo County Office of Education | San Mateo Union HSD |
| San Mateo-Foster City School District | San Miguel Joint Union Elementary |
| San Pasqual USD | San Pasqual Valley USD |
| San Rafael City ESD | San Rafael City HSD |
| San Ramon Valley USD | San Ysidro ESD |
| Sanger USD | Santa Ana USD |
| Santa Barbara County Education Office | Santa Barbara ESD |
| Santa Barbara HSD | Santa Clara County Office of Education |
| Santa Clara ESD | Santa Clara USD |
| Santa Cruz City ESD | Santa Cruz City HSD |
| Santa Cruz County Office of Education | Santa Maria Joint Union HSD |
| Santa Maria- Bonita School District | Santa Monica – Malibu USD |
| Santa Paula ESD | Santa Paula HSD |
| Santa Rita Union ESD | Santa Ynez Valley Union HSD |
| Santee ESD | Saratoga Union ESD |

SUPPLEMENTARY CONDITIONS

| | |
|-----------------------------------|-------------------------------------|
| Saucelito ESD | Saugus Union ESD |
| Sausalito ESD | Savanna ESD |
| Sawyers Bar ESD | Scotia Union EST |
| Scotts Valley Unified | Sebastopol Union ESD |
| Seeley Union ESD | Seiad ESD |
| Selma USD | Semitropic ESD |
| Sequoia Union ESD | Sequoia Union HSD |
| Shaffer Union School District | Shandon Joint USD |
| Shasta County Office of Education | Shasta Union ESD |
| Shasta Union HSD | Shiloh ESD |
| Shoreline USD | Sierra County Office of Education |
| Sierra Sands USD | Sierra USD |
| Sierra-Plumas Joint USD | Silver Fork ESD |
| Silver Valley USD Simi Valley USD | Siskiyou County Office of Education |
| Siskiyou Union HSD | Snelling-Merced Falls Union ESD |
| Snowline Joint USD | Solana Beach ESD |
| Solano County Office of Education | Soledad Union ESD |
| Solvang ESD | Somis Union ESD |
| Sonoma County Office of Education | Sonoma Valley USD |
| Sonora School District | Sonora Union HSD |
| Soquel Union ESD | Soulsbyville ESD |
| South Bay Union ESD | South Fork Union School |
| South Pasadena USD | South San Francisco USD |

SUPPLEMENTARY CONDITIONS

| | |
|---------------------------------------|-----------------------------------|
| South Whittier ESD | Southern Humboldt Joint USD |
| Southern Kern USD | Southern Trinity Joint USD |
| Southside ESD | Spencer Valley ESD |
| Spreckels Union School District | Springville Union ESD |
| St. Helena USD | Standard ESD |
| Stanislaus County Office of Education | Stanislaus Union ESD |
| Stockton USD | Stone Corral ESD |
| Stony Creek Joint USD | Strathmore Union ESD |
| Strathmore Union HSD | Sulphur Springs Union ESD |
| Summerville ESD | Summerville Union HSD |
| Sundale Union ESD | Sunnyside Union ESD |
| Sunnyvale ESD | Sunol Glen USD |
| Surprise Valley Joint USD | Susanville School District |
| Sutter County Office of Education | Sutter Union HSD |
| Sweetwater Union High District | Sylvan Union ESD |
| Taft City ESD | Taft Union HSD |
| Tahoe-Truckee USD | Tamalpais Union HSD |
| Tehachapi USD | Tehama County Office of Education |
| Temecula Valley Unified District | Temple City USD |
| Templeton USD | Terra Bella Union ESD |
| Thermalito Union School District | Three Rivers Union ESD |
| Tipton ESD | Torrance USD |
| Tracy ESD | Tracy Joint Union HSD |

SUPPLEMENTARY CONDITIONS

| | |
|-------------------------------------|------------------------------------|
| Traver Joint ESD | Travis USD |
| Tres Pinos Union ESD | Trinidad Union ESD |
| Trinity Center ESD | Trinity County Office of Education |
| Trinity Union HSD | Trona Joint USD |
| Tulare City ESD | Tulare County Office of Education |
| Tulare Joint Union HSD | Tulelake Basin Joint USD |
| Tuolumne County Office of Education | Turlock Joint Elementary District |
| Turlock Joint Union SD | Tustin USD |
| Twain Harte-Long Barn USD | Twin Hills Union ESD |
| Twin Ridges ESD | Two Rock Union ESD |
| Ukiah USD | Union ESD |
| Union Hill ESD | Union Joint ESD |
| Upland USD | Upper Lake Union ESD |
| Upper Lake Union HSD | Vacaville USD |
| Valle Lindo ESD | Vallecito Union ESD |
| Vallecitos School District | Vallejo City USD |
| Valley Center Union ESD | Valley Home Joint ESD |
| Ventura County Office of Education | Ventura USD |
| Victor ESD | Victor Valley Union HSD |
| Vineland ESD | Visalia USD |
| Vista Del Mar Union ESD | Vista USD |
| Walnut Creek ESD | Walnut Valley USD |
| Warner Union ESD | Wasco Union ESD |

SUPPLEMENTARY CONDITIONS

| | |
|------------------------------|-------------------------------|
| Wasco Union HSD | Washington Colony ESD |
| Washington USD | Washington Union ESD |
| Washington Union HSD | Waterford ESD |
| Waugh ESD | Waukena Joint Union ESD |
| Weaver Union ESD | Weaverville ESD |
| Weed Union ESD | West Contra Costa USD |
| West Covina USD | West Fresno ESD |
| West Park ESD | West Side Union ESD |
| West Sonoma County Union HSD | Western Placer USD |
| Westminster ESD | Westmorland Union ESD |
| Westside ESD | Westside Union ESD |
| Westwood USD | Wheatland ESD |
| Wheatland Union HSD | Whisman ESD |
| Whitmore Union ESD | Whittier City School District |
| Whittier Union HSD | William S. Hart Union HSD |
| Williams USD | Willits USD |
| Willow Creek ESD | Willow Grove Union ESD |
| Willows USD | Wilmar Union ESD |
| Wilson School District | Windsor Union School District |
| Worship ESD | Winters Joint USD |
| Winton ESD | Wiseburn USD |
| Woodlake Union ESD | Woodlake Union HSD |
| Woodland Joint USD | Woodside ESD |

SUPPLEMENTARY CONDITIONS

| | |
|---------------------------------|---------------------------------|
| Woodville ESD | Wright ESD |
| Yolo County Office of Education | Yosemite Union HSD |
| Yreka Union ESD | Yreka Union HSD |
| Yuba City USD | Yuba County Office of Education |
| Yucaipa-Calimesa Joint USD | |

CALIFORNIA COMMUNITY COLLEGE DISTRICTS

| | |
|---------------------------------------|-----------------------------------|
| Allan Hancock Joint Community College | Antelope Valley Community College |
| Barstow Community College | Butte Community College |
| Cabrillo Community College | Cerritos Community College |
| Chabot-Las Positas Community College | Chaffey Community College |
| Citrus Community College | City College of San Francisco |
| Coast Community College | College of Marin |
| College of the Sequoias | Compton Community College |
| Contra Costa Community College | Desert Community College |
| El Camino Community College | Feather River Community College |
| Foothill-DeAnza Community College | Fremont-Newark Community College |
| Gavilan Joint Community College | Glendale Community College |
| Grossmont-Cuyamaca Community College | Hartnell Community College |
| Imperial Community College | Kern Community College |
| Lake Tahoe Community College | Lassen Community College |
| Long Beach Community College | Los Angeles Community College |
| Los Rios Community College | Mendocino-Lake Community College |
| Merced Community College | Miracosta Community College |

SUPPLEMENTARY CONDITIONS

| | |
|---|---------------------------------------|
| Monterey Peninsula Community College | Mt. San Antonio Community College |
| Mt. San Jacinto Community College | Napa Valley Community College |
| North Orange County Community College | Palo Verde Community College |
| Palomar Community College | Pasadena Area Community College |
| Rancho Santiago Community College | Redwoods Community College |
| Rio Hondo Community College | Riverside Community College |
| Saddleback Community College | San Bernardino Community College |
| San Diego Community College | San Joaquin Delta Community College |
| San Jose/Evergreen Community College | San Luis Obispo Co. Community College |
| San Mateo County Community College | Santa Barbara Community College |
| Santa Clarita Community College | Santa Monica Community College |
| Shasta-Tehama-Trinity Jr. Community College | Sierra Joint Community College |
| Siskiyou Joint Community College | Solano County Community College |
| Sonoma County Junior College | Southwestern Community College |
| State Center Community College | Ventura County Community College |
| Victor Valley Community College | West Hills Community College |
| West Kern Community College | West Valley-Mission Community College |
| Yosemite Community College | Yuba Community College |

CALIFORNIA PUBLIC/PRIVATE UNIVERSITIES

| | |
|--|---|
| California State University (all campuses) | University of California (all campuses) |
| California Lutheran University | Loma Linda University |

SUPPLEMENTARY CONDITIONS

SPECIFIED PUBLIC AGENCIES

| | |
|--|--|
| City of Santa Maria | San Luis Obispo County Department of Education |
| San Luis Obispo County Offices | Riverside County Department of Education |
| San Luis Obispo Department of General Services | Kern County Superintendent of Schools |
| Foundation for Community Colleges | Orange County Department of Education |
| Los Angeles County Community College District | San Bernardino County Department of Education |
| Los Angeles Unified School District | Los Angeles County Department of Education |
| Kern County Housing Authority | Ventura County Department of Education |
| Omni Bus Transportation, San Bernardino County | Ventura County Department of Education |
| Santa Barbara County Department of Education | |

[END OF SECTION]

UNIT PRICE SCHEDULES

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UNIT PRICE SCHEDULES

SYNTHETIC TURF

1. This form must be included in the bid submittal.
2. Price shall include freight and delivery costs.
3. There is a five hundred (500) square foot minimum purchase requirement for each item reflecting syntheticgrass.
4. There is a fifty (50) square foot minimum purchase requirement for underlayment, pads, and tiles.
5. Refer to Ancillary Services Schedule for application of Synthetic Turf

UNIT PRICE SCHEDULES

SYNTHETIC TURF MAINTENANCE

1. This form must be included in your bid submittal
2. Synthetic Turf Maintenance includes:
 - 2.1. Field vacuuming / brushing
 - 2.2. Field grooming / infill redistribution
 - 2.3. Complete turf inspection / detail report (see Turf Inspection Form Exhibit C)
 - 2.4. Minor repair works is to include seam splits (less than 3' each) and edge anchoring.
3. All equipment and services are to be provided.
4. Customer is to be notified 24 hours in advance prior to commencement of service.
5. Customer is to be notified once service has been provided on the premises.
6. Customer is to be notified once service is complete.
7. Customer is to receive a field inspection report 48 hours after service has been completed.
8. Emergency service shall be available.
9. Description of service and cost is found in Ancillary Services Schedule.

UNIT PRICE SCHEDULES

| SYNTHETIC TURF | | | |
|----------------------------|--|-------------|--------------|
| Product Description | | UOM | Price |
| Synthetic Turf | Ultrabond Turf PU 1K (5 gal) | 5 Gallon | \$311.35 |
| Synthetic Turf | Hercuscrim Scrim-Reinforced LLDPE | Square Foot | \$0.29 |
| Synthetic Turf | Yellow Guard - 15 mil Vapor Barrier | Square Foot | N/A |
| Synthetic Turf | Proessional Panel 30"x30"x1.25" Tier 1 (Annual Sales Volume less than 30000 sq. ft.) | Square Foot | \$4.31 |
| Synthetic Turf | Proessional Panel 30"x30"x1.25" Tier 2 (Annual Sales Volume 30,001-400,000 sq. ft.) | Square Foot | \$4.00 |
| Synthetic Turf | Proessional Panel 30"x30"x1.25" Tier 3 (Annual Sales Volume 400,001-1,000,000 sq. ft.) | Square Foot | \$3.85 |
| Synthetic Turf | Proessional Panel 30"x30"x1.25" Tier 4 (Annual Sales Volume over 1,000,000 sq. ft.) | Square Foot | \$3.69 |
| Synthetic Turf | Champion Panel 30"x30"x.75" Tier 1 (Annual Sales Volume less than 30000 sq. ft.) | Square Foot | \$2.69 |
| Synthetic Turf | Champion Panel 30"x30"x.75" Tier 2 (Annual Sales Volume 30,001-400,000 sq. ft.) | Square Foot | \$2.54 |
| Synthetic Turf | Champion Panel 30"x30"x.75" Tier 3 (Annual Sales Volume 400,001-1,000,000 sq. ft.) | Square Foot | \$2.38 |
| Synthetic Turf | Champion Panel 30"x30"x.75" Tier 4 (Annual Sales Volume over 1,000,000 sq. ft.) | Square Foot | \$2.23 |
| Synthetic Turf | Athletic Court Base Panel 30"x30"x1.25" Tier 1 (Annual Sales Volume less than 30000 sq. ft.) | Square Foot | \$4.85 |
| Synthetic Turf | Athletic Court Base Panel 30"x30"x1.25" Tier 2 (Annual Sales Volume 30,001-400,000 sq. ft.) | Square Foot | \$4.62 |
| Synthetic Turf | Athletic Court Base Panel 30"x30"x1.25" Tier 3 (Annual Sales Volume 400,001-1,000,000 sq. ft.) | Square Foot | \$4.46 |
| Synthetic Turf | Athletic Court Base Panel 30"x30"x1.25" Tier 4 (Annual Sales Volume over 1,000,000 sq. ft.) | Square Foot | \$4.31 |
| Synthetic Turf | Extreme Panel 25 3/4" x 25 3/4" x 2" (sold in boxes of 10) | Square Foot | \$7.23 |
| Synthetic Turf | 3/4" Gravel (Sq Yd) | Square Yard | \$49.95 |
| Synthetic Turf | Mirafi HP270 (Sq Ft) | Square Foot | \$0.29 |
| Synthetic Turf | Composite Headerboard 2 x 4 | Linear Foot | \$2.89 |
| Synthetic Turf | Composite Headerboard 1 x 4 | Linear Foot | \$1.89 |
| Synthetic Turf | ProPlay - EcoSport | Square Foot | \$1.29 |
| Synthetic Turf | ProPlay - Sport 15 | Square Foot | \$1.35 |
| Synthetic Turf | ProPlay - Sport 20 | Square Foot | \$1.35 |
| Synthetic Turf | ProPlay - Sport 20D | Square Foot | \$1.40 |

UNIT PRICE SCHEDULES

| SYNTHETIC TURF | | | |
|----------------------------|---|-------------|--------------|
| Product Description | | UOM | Price |
| Synthetic Turf | ProPlay - Sport 23 | Square Foot | \$1.43 |
| Synthetic Turf | ProPlay - Sport 23D | Square Foot | \$1.46 |
| Synthetic Turf | ProPlay - MP | Square Foot | \$1.25 |
| Synthetic Turf | Performance Pad SP14 (Sq Ft) | Square Foot | \$1.26 |
| Synthetic Turf | Ultrabond Turf Tape - Single Layer 12"x330' | Square Foot | \$175.38 |
| Synthetic Turf | Composite Header Stakes | Each | \$92.31 |
| Synthetic Turf | Acrylic Coated Sand | Pound | \$0.43 |
| Synthetic Turf | Granulated Cork 1/2 mm Greenplay- High Density (per lb) | Pound | \$1.80 |
| Synthetic Turf | SBR Crumb Rubber For Synthetic Turf Infill | Pound | \$0.28 |
| Synthetic Turf | EPDM Virgin Rubber (Color) | Pound | \$1.77 |
| Synthetic Turf | EPDM Virgin Rubber (Black) | Pound | \$1.00 |
| Synthetic Turf | Corkonut | Pound | \$1.15 |
| Synthetic Turf | Color Coated Rubber | Pound | \$0.54 |
| Synthetic Turf | Zeolite Mineral | Pound | \$0.26 |
| Synthetic Turf | 20-40 Sportsfield Sand | Pound | \$0.17 |
| Synthetic Turf | Thermoplastic Elastamer (TPE) | Pound | \$1.69 |
| Synthetic Turf | Weed Ender | Pound | \$0.09 |
| Synthetic Turf | Xtreme Turf BDXT28 (Sq Ft) | Square Foot | \$2.43 |
| Synthetic Turf | Xtreme Turf BDXT45 (Sq Ft) | Square Foot | \$2.58 |
| Synthetic Turf | BDX60 (Green) | Square Foot | \$2.26 |
| Synthetic Turf | BDX60 (White) | Square Foot | \$2.37 |
| Synthetic Turf | BDX60 (Color) | Square Foot | \$2.51 |
| Synthetic Turf | Multiplay (Sq Ft) | Square Foot | \$3.34 |

UNIT PRICE SCHEDULES

| SYNTHETIC TURF | | | |
|----------------------------|---|-------------|--------------|
| Product Description | | UOM | Price |
| Synthetic Turf | 4" Perforated Pipe (Lin. Ft.) | Linear Foot | \$3.08 |
| Synthetic Turf | 6" Perforated Pipe (Lin. Ft.) | Linear Foot | \$4.62 |
| Synthetic Turf | 8" Perforated Pipe (Lin. Ft.) | Linear Foot | \$6.15 |
| Synthetic Turf | 10" Perforated Pipe (Lin. Ft.) | Linear Foot | \$8.46 |
| Synthetic Turf | 12" Flat Drain (Lin. Ft.) | Linear Foot | \$5.38 |
| Synthetic Turf | PVC Pipe Schedule 40 (Lin. Ft.) | Linear Foot | \$1.92 |
| Synthetic Turf | PVC Pipe Schedule 80 (Lin. Ft.) | Linear Foot | \$3.00 |
| Synthetic Turf | Rainbird Quick Connects (each) | Each | \$115.38 |
| Synthetic Turf | Federation | Square Foot | \$2.17 |
| Synthetic Turf | Federation (Color) | Square Foot | \$2.32 |
| Synthetic Turf | Premier Blend | Square Foot | \$2.38 |
| Synthetic Turf | Premier Blend (Color) | Square Foot | \$2.52 |
| Synthetic Turf | Championship Blend | Square Foot | \$2.26 |
| Synthetic Turf | Championship Blend (Color) | Square Foot | \$2.51 |
| Synthetic Turf | Multi-patterned Logo | Each | \$15,384.62 |
| Synthetic Turf | Simple Logo | Each | \$10,769.23 |
| Synthetic Turf | Superfill Plus | Pound | \$0.29 |
| Synthetic Turf | Ultrabond Turf PU 1K (1gal) | Each | \$62.28 |
| Synthetic Turf | Composite Header Board | Linear Foot | \$2.69 |
| Synthetic Turf | Composite Bender Board | Linear Foot | \$1.29 |
| Synthetic Turf | Ultrabond Turf Tape - Single-Layer 12"x330' | Each | \$162.86 |
| Synthetic Turf | Composite Header Stakes | Each | \$85.72 |
| Synthetic Turf | Acrylic Coated Sand | Pound | \$0.40 |
| Synthetic Turf | Synthetic Turf - Active | Square Foot | \$2.85 |
| Synthetic Turf | Synthetic Turf - Natural 60 | Square Foot | \$2.78 |

UNIT PRICE SCHEDULES

| SYNTHETIC TURF | | | |
|----------------------------|------------------------------|-------------|--------------|
| Product Description | | UOM | Price |
| Synthetic Turf | Synthetic Turf - Multiplay | Square Foot | \$3.10 |
| Synthetic Turf | Synthetic Turf - St. Andrews | Square Foot | \$2.29 |
| Synthetic Turf | Synthetic Turf - Meridian 60 | Square Foot | \$2.09 |

UNIT PRICE SCHEDULES

| TRACK | | | |
|--------------------|--|-------------|--------------|
| Product Descripton | | UOM | Price |
| Track | California Plexitrac Binder No. 8400 Red | Gallon | \$22.31 |
| Track | California Plexitrac Binder No. 8401 Black | Gallon | \$20.77 |
| Track | California Plexitrac Binder No. 8405 Neutral | Gallon | \$20.77 |
| Track | California Sports Systems "CPC Binders" No. 4125 | Gallon | \$23.08 |
| Track | California Sports Systems "CPC Binders" No. 4170 | Gallon | \$23.08 |
| Track | Removal/Disposal Old Track Surface | Square Yard | \$43,076.92 |
| Track | Spray Coat (Binder Only) Any Color | Square Yard | \$101,356.92 |
| Track | Spray Coat With .5-1.5 Rubber | Square Yard | \$147,209.23 |
| Track | Spray Coat with .5-1.5 Rubber 2 Layer | Square Yard | \$276,923.05 |
| Track | California Plexitrac Coating No. 8510 Red | Gallon | \$28.46 |
| Track | California Plexitrac Coating No. 8511 Black | Gallon | \$26.92 |
| Track | California Plexitrac Coating No. 8400 Blue | Gallon | \$30.00 |
| Track | Black 5mm | Pound | \$89.29 |
| Track | Black Re-top 7mm | Pound | \$89.29 |
| Track | Black 10mm | Pound | \$77.23 |
| Track | Black 13mm | Pound | \$93.85 |
| Track | Black 15mm | Pound | \$113.85 |
| Track | Color 5mm | Pound | \$89.29 |
| Track | Color 10mm | Pound | \$144.62 |
| Track | Color 13mm | Pound | \$175.15 |
| Track | Color 15mm | Pound | \$196.92 |
| Track | Color Re-top 7mm | Pound | \$89.29 |
| Track | University | Square Yard | \$18,823.08 |
| Track | Middle School/High School | Square Yard | \$15,686.15 |
| Track | Track Number & Line Materials | Gallon | \$30.00 |
| Track | Track Cleaning | Gallon | \$32,578.46 |

UNIT PRICE SCHEDULES

| PLAYGROUNDS | | | |
|---------------------|---|-------------|-------------|
| Product Description | | UOM | |
| Playgrounds | | Square Foot | |
| Playgrounds | Playground Pad - 55 | Square Foot | \$5.79 |
| Playgrounds | EnduraFlex Up to 5' CFH | Square Foot | \$22.50 |
| Playgrounds | EnduraFlex Over 5' CFH, Less than 8' | Square Foot | \$23.34 |
| Playgrounds | EnduraFlex 8' CFH to less than 10' CFH | Square Foot | \$24.65 |
| Playgrounds | EnduraFlex 10'-12'CFH | Square Foot | \$25.19 |
| Playgrounds | FlexGrass Up to 5' CFH | Square Foot | \$24.11 |
| Playgrounds | FlexGrass Over 5' CFH, Less than 8' | Square Foot | \$24.95 |
| Playgrounds | FlexGrass 8' CFH to less than 10' CFH | Square Foot | \$26.79 |
| Playgrounds | FlexGrass 10'-12'CFH | Square Foot | \$27.32 |
| Playgrounds | UltraFlex Up to 5' CFH | Square Foot | \$26.79 |
| Playgrounds | UltraFlex Over 5' CFH, Less than 8' | Square Foot | \$27.62 |
| Playgrounds | UltraFlex 8' CFH to less than 10' CFH | Square Foot | \$28.94 |
| Playgrounds | UltraFlex 10'-12'CFH | Square Foot | \$29.46 |
| Playgrounds | FlexTop, 1/2" depth | Square Foot | 16.61 |
| Playgrounds | FlexTop 1.5" depth | Square Foot | \$21.44 |
| Playgrounds | FlexGrout | Square Foot | \$11.25 |
| Playgrounds | Xtreme Surfacing, 1/2" rubber depth | Square Foot | \$21.44 |
| Playgrounds | KoolFlex 1/4" rubber with FlexGrout | Square Foot | \$13.94 |
| Playgrounds | FlexCoat Aromatic | Square Foot | \$2.69 |
| Playgrounds | FlexCoat Aliphatic | Square Foot | \$4.82 |
| Playgrounds | Compacted AB Sub base, 4" | Square Foot | \$6.44 |
| Playgrounds | Additional 1" thickness of AB sub base over 4" | Square Foot | \$2.15 |
| Playgrounds | Upgrade to 100% Standard color | Square Foot | \$3.21 |
| Playgrounds | Upgrade to Aliphatic Urethane | Square Foot | \$3.21 |
| Playgrounds | Upgrade with design work | Square Foot | \$2.69 |
| Playgrounds | Minimum Charge Per Job | Job | \$5,357,15 |
| Playgrounds | Adventure Preschool line, Ages 2-5, Capacity 21 | Each | \$44,498.00 |
| Playgrounds | Adventure Preschool line, Ages 2-5, Capacity 30 | Each | \$46,800.00 |

UNIT PRICE SCHEDULES

| PLAYGROUNDS | | | |
|----------------------------|---|------------|--------------|
| Product Description | | UOM | |
| Playgrounds | Adventure Preschool line, Ages 2-5, Capacity 40 | Each | \$72,000.00 |
| Playgrounds | Adventure Preschool line, Ages 2-5, Capacity 50 | Each | \$135,000.00 |
| Playgrounds | Adventure Preschool line, Ages 2-5, Capacity 62 | Each | \$150,000.00 |
| Playgrounds | Adventure Park School Line, Ages 5-12, Capacity 77 | Each | \$182,000.00 |
| Playgrounds | Adventure Park School Line, Ages 5-12, Capacity 82 | Each | \$140,400.00 |
| Playgrounds | Adventure Park School Line, Ages 5-12, Capacity 115 | Each | \$234,000.00 |
| Playgrounds | Adventure Park School Line, Ages 5-12, Capacity 121 | Each | \$244,000.00 |
| Playgrounds | Adventure Park School Line, Ages 5-12, Capacity 131 | Each | \$336,000.00 |
| Playgrounds | Large Tree Stump Tower | Each | \$29,900.00 |
| Playgrounds | Extra Large Tree Stump Tower | Each | \$48,768.00 |
| Playgrounds | Tree Trunk Slice Climber 1 | Each | \$7,850.00 |
| Playgrounds | Tree Trunk Slice Climber 2 | Each | \$8,512.00 |
| Playgrounds | Tree Trunk Slice Climber 3 | Each | \$13,130.00 |
| Playgrounds | Tree Trunk Slice Climber 4 | Each | \$7,840.00 |
| Playgrounds | Tree Trunk Slice Climber 5 | Each | \$10,130.00 |
| Playgrounds | Tree Top Steppers | Each | \$1,950.00 |
| Playgrounds | Half Steady Tree Trunk | Each | \$2,510.00 |
| Playgrounds | Log Balance Beam | Each | \$6,350.00 |
| Playgrounds | Fallen Tree Trunk | Each | \$5,680.00 |
| Playgrounds | Split Log Balance Beam | Each | \$6,350.00 |
| Playgrounds | Hollow Tree Trunk | Each | \$5,970.00 |
| Playgrounds | Slanted Log | Each | \$5,970.00 |
| Playgrounds | Half Tree Trunk | Each | \$5,680.00 |
| Playgrounds | Tree Branch | Each | \$5,970.00 |
| Playgrounds | Gnarly Log | Each | \$7,178.00 |
| Playgrounds | Tree Tower | Each | \$35,424.00 |
| Playgrounds | Evergreen Climber 1 | Each | \$12,496.00 |

UNIT PRICE SCHEDULES

| PLAYGROUNDS | | | |
|---------------------|----------------------|------|-------------|
| Product Description | | UOM | |
| Playgrounds | Evergreen Climber 2 | Each | \$26,512.00 |
| Playgrounds | Evergreen Climber 3 | Each | \$35,990.00 |
| Playgrounds | Evergreen Climber 4 | Each | \$21,256.00 |
| Playgrounds | Tree House | Each | \$36,860.00 |
| Playgrounds | Tree Trunk Climber | Each | \$9,680.00 |
| Playgrounds | Spiral Trunk Climber | Each | \$30,690.00 |
| Playgrounds | Log House | Each | \$9,464.00 |
| Playgrounds | Carved Stump | Each | \$6,960.00 |
| Playgrounds | Grass Meadow | Each | \$6,890.00 |
| Playgrounds | Log Straws | Each | \$9,612.00 |
| Playgrounds | Log Pile | Each | \$8,472.00 |
| Playgrounds | Acorn Steppers | Each | \$2,542.00 |
| Playgrounds | Stone Steppers | Each | \$3,332.00 |
| Playgrounds | Tree Trunk Steppers | Each | \$2,542.00 |
| Playgrounds | Boulder Steppers | Each | \$3,332.00 |
| Playgrounds | Log Steppers | Each | \$1,578.00 |
| Playgrounds | Rock Steppers | Each | \$2,950.00 |
| Playgrounds | Rock Climber 1 | Each | \$13,856.00 |
| Playgrounds | Rock Climber 2 | Each | \$10,084.00 |
| Playgrounds | Rock Climber 3 | Each | \$15,006.00 |
| Playgrounds | Rock Climber 4 | Each | \$14,412.00 |
| Playgrounds | Rock Climber 5 | Each | \$15,014.00 |
| Playgrounds | Rock Climber 6 | Each | \$10,556.00 |
| Playgrounds | Rock Climber 7 | Each | \$14,312.00 |
| Playgrounds | Rock Climber 8 | Each | \$6,024.00 |
| Playgrounds | Rock Climber Plus 1 | Each | \$31,608.00 |
| Playgrounds | Rock Climber Plus 2 | Each | \$19,996.00 |
| Playgrounds | Rock Climber Plus 3 | Each | \$32,226.00 |
| Playgrounds | Rock Climber Plus 4 | Each | \$19,740.00 |
| Playgrounds | Track Discovery | Each | \$1,784.00 |

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UNIT PRICE SCHEDULES

| PLAYGROUNDS | | | |
|---------------------|--|------|-------------|
| Product Description | | UOM | |
| Playgrounds | Fossil Discovery 1 | Each | \$1,956.00 |
| Playgrounds | Fossil Discovery 2 | Each | \$1,840.00 |
| Playgrounds | Fossil Discovery 3 | Each | \$1,902.00 |
| Playgrounds | Fossil Discovery 4 | Each | \$6,238.00 |
| Playgrounds | Stone Bench | Each | \$2,984.00 |
| Playgrounds | Play Fall Tiles | Each | \$12.86 |
| Playgrounds | For kids ages: 5 to 12 Protective area: 34' X 32' Play area capacity: 25-35 | Each | \$1,386.15 |
| Playgrounds | For kids ages: 2 to 5 Protective area: 30' X 28' Play area capacity: 20-30 | Each | \$17,136.92 |
| Playgrounds | For kids ages: 2 to 5 Protective area: 29' X 27' Play area capacity: 25-35 | Each | \$19,052.31 |
| Playgrounds | For kids ages: 2 to 12 Protective area: 30' X 27' Play area capacity: 30-40 | Each | \$20,163.08 |
| Playgrounds | For kids ages: 2 to 5 Protective area: 36' X 27' Play area capacity: 30-40 | Each | \$26,110.77 |
| Playgrounds | For kids ages: 2 to 5 Protective area: 28' X 30' Play area capacity: 25-35 | Each | \$26,566.15 |
| Playgrounds | For kids ages: 5 to 12 Protective area: 43' X 35' Play area capacity: 65-75 | Each | \$24,130.77 |
| Playgrounds | For kids ages: 2 to 12 Protective area: 36' X 28' Play area capacity: 40-50 | Each | \$24,616.92 |
| Playgrounds | For kids ages: 5 to 12 Protective area: 44' X 39' Play area capacity: 55-65 | Each | \$33,715.38 |
| Playgrounds | For kids ages: 5 to 12 Protective area: 41' to 40' Play area capacity: 50-60 | Each | \$30,858.46 |
| Playgrounds | For kids ages: 2-12 Protective area: 34' X 35' Play area capacity: 30-40 | Each | \$31,630.77 |
| Playgrounds | For kids ages: 2-12 Protective area: 34' X 33' Play area capacity: 35-45 | Each | \$31,555.38 |

UNIT PRICE SCHEDULES

| PLAYGROUNDS | | | |
|---------------------|---|------|-------------|
| Product Description | | UOM | |
| Playgrounds | For kids ages: 5 to 12 Protective area: 50' X 46' Play area capacity: 65-75 | Each | \$34,740.00 |
| Playgrounds | For kids ages: 5 to 12 Protective area: 42' X 41' Play area capacity: 55-65 | Each | \$35,170.77 |
| Playgrounds | For kids ages: 5 to 12 Protective area: 51' X 42' Play area capacity: 55-65 | Each | \$35,878.46 |
| Playgrounds | For kids ages: 5 to 12 Protective area: 46' X 40' Play area capacity: 70-80 | Each | \$37,030.77 |
| Playgrounds | For kids ages: 5 to 12 Protective area: 38' X 34' Play area capacity: 40-50 | Each | \$42,790.77 |
| Playgrounds | For kids ages: 5 to 12 Protective area: 49' X 41' Play area capacity: 60-70 | Each | \$43,092.31 |
| Playgrounds | For kids ages: 5 to 12 Protective area: 34' X 37' Play area capacity: 35 - 45 | Each | \$40,463.08 |
| Playgrounds | For kids ages: 5 to 12 Protective area: 48' X 29' Play area capacity: 55-65 | Each | \$44,660.00 |
| Playgrounds | For kids ages: 5 to 12 Protective area: 43' X 32' Play area capacity: 40-50 | Each | \$42,290.77 |
| Playgrounds | For kids ages: 2 to 12 Protective area: 38' X 25' Play area capacity: 40-50 | Each | \$50,929.23 |
| Playgrounds | For kids ages: 2 to 12 Protective area: 43' X 29' Play area capacity: 50-60 | Each | \$48,321.54 |
| Playgrounds | For kids ages: 2 to 12 Protective area: 37' X 33' Play area capacity: 50-60 | Each | \$56,998.46 |
| Playgrounds | For kids ages: 5 to 12 Protective area: 44' X 44' Play area capacity: 60-70 | Each | \$64,898.46 |
| Playgrounds | For kids ages: 5 to 12 Protective area: 49' X 47' Play area capacity: 80-90 | Each | \$57,681.54 |
| Playgrounds | For kids ages: 5 to 12 Protective area: 39' X 41' Play area capacity: 65-75 | Each | \$63,038.46 |

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UNIT PRICE SCHEDULES

| PLAYGROUNDS | | | |
|---------------------|---|------|--------------|
| Product Description | | UOM | |
| Playgrounds | For kids ages: 5 to 12 Protective area: 47' X 42' Play area capacity: 60-70 | Each | \$73,709.23 |
| Playgrounds | For kids ages: 5 to 12 Protective area: 48' X 46' Play area capacity: 80-90 | Each | \$92,169.23 |
| Playgrounds | For kids ages: 5 to 12 Protective area: 46' X 51' Play area capacity: 75-85 | Each | \$91,172.31 |
| Playgrounds | Ten Spin For kids ages: 2 to 12 Protective area: 20' X 20' Play area capacity: 10 | Each | \$4,430.77 |
| Playgrounds | 6' Inground Punched Steel Bench | Each | \$633.85 |
| Playgrounds | Lucky the Ladybug For kids ages: 2 to 5 | Each | \$1,989.23 |
| Playgrounds | Jax Web For kids ages: 5 to 12 | Each | \$11,329.23 |
| Playgrounds | 2-Bay Arch Swing with 4 Belt Seats For kids ages: 2 to 12 Protective area: 32' X 36' Play area capacity: 4 | Each | \$3,196.92 |
| Playgrounds | Freestanding Typhoon Slide 855 Degrees For kids ages: 5 to 12 | Each | \$136,769.23 |
| Playgrounds | Generation Swing | Each | \$1,181.54 |

UNIT PRICE SCHEDULES

ARTIFICIAL PLANTS AND LANDSCAPE

1. This form must be included in your bid submittal.
2. All products shall include freight and delivery costs.
3. All products shall be placed and managed as per the manufacturer's specifications.
4. Product packaging will depend on style, type, and size.
5. Application and placement services and cost is located in Ancillary Services Schedule.

UNIT PRICE SCHEDULES

ROCKS AND BOULDERS

1. This form must be submitted with your bid submittal.
2. Price shall include delivery and freight costs.
3. Material price does not include site placement or earthwork.
4. Rock and boulder placement service shall include all specialty equipment and material handling.
5. Rocks and boulders are available through boulder, rocks, and rubble associations located in Riverside County.
6. Rock and boulder placement services and cost is located in Ancillary Services Schedule.

UNIT PRICE SCHEDULES

| ASPHALT, BASE AND CONCRETE | | | |
|----------------------------|---|-------------|----------|
| Product Description | | UOM | Price |
| Base | Class 2 Road Base | Cubic Yard | \$54.29 |
| Asphalt | Asphalt (Sq Ft) | Square Foot | \$15.38 |
| Base | 3/4" Class II Aggregate Base- Permeable (Sq Yd) | Square Yard | \$83.08 |
| Base | 3/4" Class II Aggregate Base- Non-Permeable (Sq Yd) | Square Yard | \$49.23 |
| Concrete | Concrete (Lin. Ft.) | Linear Foot | \$69.23 |
| Concrete Topping | Self-Leveling Floor Resurfacer | Each | \$67.65 |
| Concrete Topping | Fast-Setting Self-Leveling Floor Resurfacer | Each | \$59.40 |
| Concrete Topping | Concrete Resurfacer | Each | \$84.15 |
| Concrete Topping | Sand/Topping Mix | Each | \$59.40 |
| Concrete Topping | Concrete Acrylic Fortifier | Each | \$36.30 |
| Concrete Topping | Concrete Bonding Adhesive | Each | \$61.05 |
| Flat Work | Ready mix Concrete | Cubic Yard | \$161.54 |
| Flat Work | Concrete Pump | Load | \$384.62 |
| Flat Work | Premium sanded grout with polymer | Each | \$92.31 |
| Flat Work | Plaster Sand | Cubic Yard | \$80.00 |
| Flat Work | Cinder block 8" x 8" x 16" | Each | \$2.08 |
| Flat Work | 18" Flat 1" Steel Stake | Each | \$5.46 |
| Flat Work | 42 in. x 84 in. Sheared Welded Steel Wire | Each | \$12.54 |
| Flat Work | Quikrete Spec Mix Type S Mason Mortar Mix 94 lb | Each | \$9.15 |
| Flat Work | Quikrete Basic Concrete Mix 2500 PSI 90lb | Each | \$6.08 |
| Flat Work | BAR #4 - 1/2" | Each | \$6.38 |
| Flat Work | Dayton Superior Cwd 2" Dobie With Wire | Each | \$0.85 |
| Flat Work | Self-Leveling Floor Resurfacer | Bag | \$67.65 |
| Flat Work | Fast-Setting Self-Leveling Floor Resurfacer | Bag | \$59.40 |
| Flat Work | Concrete Resurfacer | Bag | \$84.15 |

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UNIT PRICE SCHEDULES

| ASPHALT, BASE AND CONCRETE | | | |
|----------------------------|--|------------|----------|
| Product Description | | UOM | Price |
| Flat Work | Sand/Topping Mix | Bag | \$59.40 |
| Flat Work | Concrete Acrylic Fortifier | Bag | \$36.30 |
| Flat Work | Concrete Bonding Adhesive | Bag | \$61.05 |
| Flat Work | Glaze 'N Seal Wet Look Lacquer 5 gal | Each | \$460.00 |
| Flat Work | Glaze 'N Seal Multi Purpose Sealer 5 gal | Each | \$340.91 |
| Flat Work | Decomposed Granite | Cubic Yard | \$74.29 |
| Flat Work | Concrete Mix | Bag | \$5.12 |
| Flat Work | Fast-Setting Concrete | Bag | \$8.20 |
| Flat Work | FastSet Concrete Mix | Bag | \$8.20 |
| Flat Work | FastSet DOT Mix | Bag | \$9.08 |
| Flat Work | Green Concrete Mix | Bag | \$19.75 |
| Flat Work | Quikrete 5000 High Early Strength Concrete Mix | Bag | \$9.49 |
| Flat Work | Crack Resistant Concrete Mix | Bag | \$9.85 |
| Flat Work | Countertop Mix | Bag | \$26.35 |
| Flat Work | Fiber-Reinforced Deck Mix | Bag | \$10.87 |
| Flat Work | Polymer Modified Fiber-Reinforced Deck Mix | Bag | \$27.87 |
| Flat Work | Cement Color - Liquid | Bag | \$9.78 |
| Flat Work | Q Max Pro | Bag | \$17.26 |

UNIT PRICE SCHEDULES

| CATCH BASINS | | | |
|--------------------|--|------|----------|
| Product Descripton | | UOM | Price |
| Catch Basins | 4" Flat Base | Each | \$160.31 |
| Catch Basins | 6" Extension | Each | \$178.58 |
| Catch Basins | 12" Lower | Each | \$272.82 |
| Catch Basins | 18" Lower | Each | \$286.89 |
| Catch Basins | 24" Lower | Each | \$413.00 |
| Catch Basins | 28" Lower | Each | \$418.82 |
| Catch Basins | 6" Top | Each | \$307.97 |
| Catch Basins | 12" Top | Each | \$361.85 |
| Catch Basins | 18" Top | Each | \$394.85 |
| Catch Basins | 24" Top | Each | \$518.77 |
| Catch Basins | 28" Top | Each | \$524.77 |
| Catch Basins | Steel Cover-Parkway (Galvanized) | Each | \$160.12 |
| Catch Basins | Steel Cover- Traffic (Galvanized) | Each | \$225.35 |
| Catch Basins | Cast Iron Grate-Parkway (Galvanized) | Each | \$237.89 |
| Catch Basins | Steel Grate- Parkway (Galvanized) | Each | \$150.00 |
| Catch Basins | Steel Grate-Parkway- Bolt Down (Galvanized) | Each | \$256.15 |
| Catch Basins | Steel Grate-Traffic (Galvanized) | Each | \$189.05 |
| Catch Basins | Steel Grate-Traffic-Bolt Down (Galvanized) | Each | \$295.74 |
| Catch Basins | Steel Grate-Parkway-ADA (Galvanized) | Each | \$271.05 |
| Catch Basins | Steel Grate- Parkway-ADA- Bolt down (Galvanized) | Each | \$378.51 |
| Catch Basins | Steel Grate- Traffic -ADA (Galvanized) | Each | \$358.05 |
| Catch Basins | Steel Grate- Traffic- ADA - Bolt Down (Galvanized) | Each | \$464.20 |
| Catch Basins | Steel Grate- Parkway - Heel Proof (Galvanized) | Each | \$463.58 |
| Catch Basins | Steel Grate - Parkway- Heel Proof - Bolt Down (Galvanized) | Each | \$569.74 |
| Catch Basins | Steel Grate- Traffic - Heel Proof (Galvanized) | Each | \$616.35 |
| Catch Basins | Steel Grate- Heel Proof - Bolt Down (Galvanized) | Each | \$722.51 |

UNIT PRICE SCHEDULES

| CATCH BASINS | | | |
|--------------------|--|------|-------------|
| Product Descripton | | UOM | Price |
| Catch Basins | 6" Extension - No Knockouts | Each | \$248.31 |
| Catch Basins | 12" Extension - No Knockouts | Each | \$406.74 |
| Catch Basins | 25" Bottom - With One 10" Knockout | Each | \$613.05 |
| Catch Basins | 25" Bottom - With Frame & One 10" Knockout | Each | \$736.89 |
| Catch Basins | 6"Too - With Frame - No Knockouts | Each | \$372.15 |
| Catch Basins | 12" Too - With Frame - No Knockouts | Each | \$530.58 |
| Catch Basins | Steel Cover- Parkway (Galvanized) | Each | \$187.89 |
| Catch Basins | Steel Cover -Traffic (Galvanized) | Each | \$215.58 |
| Catch Basins | Steel Grate - Parkway (Galvanized) | Each | \$200.77 |
| Catch Basins | Steel Grate - Parkway - Bolt Down (Galvanized) | Each | \$306.92 |
| Catch Basins | Steel Grate - Traffic (Galvanized) | Each | \$243.74 |
| Catch Basins | Steel Grate - Traffic - Bolt Down (Galvanized) | Each | \$349.89 |
| Catch Basins | 4" Base | Each | \$221.62 |
| Catch Basins | 6" Extension | Each | \$233.12 |
| Catch Basins | 12" Lower | Each | \$321.69 |
| Catch Basins | 18" Lower | Each | \$419.97 |
| Catch Basins | 24"Lower | Each | \$552.28 |
| Catch Basins | Steel Cover- Parkway (Galvanized) | Each | \$454.35 |
| Catch Basins | Steel Cover-Parkway- Bolt Down (Galvanized) | Each | \$560.51 |
| Catch Basins | Steel Cover- Traffic (Galvanized) | Each | \$662.00 |
| Catch Basins | Steel Cover- Traffic-Bolt Down (Galvanized) | Each | 769.1538462 |
| Catch Basins | Steel Grate- Parkway (Galvanized) | Each | \$465.82 |
| Catch Basins | Steel Grate- Parkway- Bolt Down (Galvanized) | Each | \$571.97 |
| Catch Basins | Steel Grate- Traffic (Galvanized) | Each | \$629.35 |
| Catch Basins | Steel Grate- Traffic- Bolt Down (Galvanized) | Each | \$1,076.35 |
| Catch Basins | Steel Grate- Parkway- ADA (Galvanized) | Each | \$718.74 |

UNIT PRICE SCHEDULES

| CATCH BASINS | | | |
|--------------------|---|------|------------|
| Product Descripton | | UOM | Price |
| Catch Basins | Steel Grate- Parkway - ADA- Bolt Down (Galvanized) | Each | \$824.89 |
| Catch Basins | Steel Grate- Traffic- ADA (Galvanized) | Each | \$1,238.46 |
| Catch Basins | Steel Grate- Traffic- ADA- Bolt Down (Galvanized) | Each | \$1,375.00 |
| Catch Basins | Steel Grate- Parkway- Heel Proof (Galvanized) | Each | \$1,010.38 |
| Catch Basins | Steel Grate- Parkway- Heel Proof- Bolt Down (Galvanized) | Each | \$1,116.54 |
| Catch Basins | Steel Grate- Traffic- Heel Proof (Galvanized) | Each | \$1,256.23 |
| Catch Basins | Steel Grate- Traffic- Heel Proof - Bolt Down (Galvanized) | Each | \$1,362.38 |
| Catch Basins | 6"Extension- No Knockouts | Each | \$326.85 |
| Catch Basins | 12" Extension- No Knockouts | Each | \$540.77 |
| Catch Basins | 36" Bottom- With 30" Knockout and Floor | Each | \$1,501.82 |
| Catch Basins | Steel Cover- Parkway (Galvanized) | Each | \$976.92 |
| Catch Basins | Steel Cover- Traffic (Galvanized) | Each | \$1,021.31 |
| Catch Basins | Steel Cover- Traffic B/D (Galvanized) | Each | \$998.23 |
| Catch Basins | Steel Frame (Galvanized) | Each | \$391.12 |
| Catch Basins | Steel Grate- Parkway (Galvanized) | Each | \$885.05 |
| Catch Basins | Steel Grate- Traffic 2-pc (Galvanized) | Each | \$2,388.62 |
| Catch Basins | Steel Grate- Parkway - ADA (Galvanized) | Each | \$1,371.46 |
| Catch Basins | Steel Grate- Traffic- ADA (Galvanized) | Each | \$2,203.85 |

UNIT PRICE SCHEDULES

| IRRIGATION | | | |
|---------------------|----------------------------|------|---------|
| Product Description | | UOM | Price |
| Irrigation | Tee SCH 40 PVC-1/2x1/2x1/2 | Each | \$2.91 |
| Irrigation | Tee SCH 40 PVC-3/4x3/4x3/4 | Each | \$4.72 |
| Irrigation | Tee SCH 40 PVC-1x1x1 | Each | \$2.92 |
| Irrigation | Tee SCH 40 PVC-1x1/2X1 | Each | \$3.05 |
| Irrigation | Tee SCH 40 PVC-1X3/4X1 | Each | \$1.89 |
| Irrigation | Tee SCH 40 PVC-2X1X2 | Each | \$3.43 |
| Irrigation | Tee SCH 40 PVC-2X11/2X2 | Each | \$3.88 |
| Irrigation | Tee SCH 40 PVC-2X11/4X2 | Each | \$3.94 |
| Irrigation | Tee SCH 40 PVC-2X3/4X2 | Each | \$3.95 |
| Irrigation | Tee SCH 40 PVC-2X2X2 | Each | \$4.69 |
| Irrigation | Tee SCH 40 PVC-3X3X3 | Each | \$5.00 |
| Irrigation | Tee SCH 40 PVC-3X11/4X3 | Each | \$5.08 |
| Irrigation | Tee SCH 40 PVC-3X11/2X3 | Each | \$5.48 |
| Irrigation | Tee SCH 40 PVC-3X2X3 | Each | \$5.57 |
| Irrigation | Tee SCH 40 PVC-3X21/2X3 | Each | \$5.77 |
| Irrigation | TEE SCH 80 PVC-1/2x1/2x1/2 | Each | \$3.11 |
| Irrigation | TEE SCH 80 PVC-3/4x3/4x3/4 | Each | \$3.62 |
| Irrigation | TEE SCH 80 PVC-1x1x1 | Each | \$3.63 |
| Irrigation | TEE SCH 80 PVC-1x1/2X1 | Each | \$3.77 |
| Irrigation | TEE SCH 80 PVC-1X3/4X1 | Each | \$3.86 |
| Irrigation | TEE SCH 80 PVC-2X1X2 | Each | \$5.00 |
| Irrigation | TEE SCH 80 PVC-2X11/2X2 | Each | \$5.11 |
| Irrigation | TEE SCH 80 PVC-2X11/4X2 | Each | \$5.15 |
| Irrigation | TEE SCH 80 PVC-2X3/4X2 | Each | \$5.23 |
| Irrigation | TEE SCH 80 PVC-2X2X2 | Each | \$5.42 |
| Irrigation | TEE SCH 80 PVC-3X3X3 | Each | \$8.05 |
| Irrigation | TEE SCH 80 PVC-3X11/4X3 | Each | \$8.18 |
| Irrigation | TEE SCH 80 PVC-3X11/2X3 | Each | \$8.25 |
| Irrigation | TEE SCH 80 PVC-3X2X3 | Each | \$8.38 |
| Irrigation | TEE SCH 80 PVC-3X21/2X3 | Each | \$8.55 |
| Irrigation | 90 SCH 40 PVC-1/2X1/2 | Each | \$2.17 |
| Irrigation | 90 SCH 40 PVC-3/4X3/4 | Each | \$2.65 |
| Irrigation | 90 SCH 40 PVC-1X1 | Each | \$5.28 |
| Irrigation | 90 SCH 40 PVC-11/4X11/4 | Each | \$5.38 |
| Irrigation | 90 SCH 40 PVC-11/2X11/2 | Each | \$6.12 |
| Irrigation | 90 SCH 40 PVC-2X2 | Each | \$5.42 |
| Irrigation | 90 SCH 40 PVC-21/4X21/4 | Each | \$5.57 |
| Irrigation | 90 SCH 40 PVC-21/2X21/2 | Each | \$6.34 |
| Irrigation | 90 SCH 40 PVC-3X3 | Each | \$9.42 |
| Irrigation | 90 SCH 40 PVC-31/4X31/4 | Each | \$9.62 |
| Irrigation | 90 SCH 40 PVC-31/2X31/2 | Each | \$10.03 |
| Irrigation | 90 SCH 40 PVC-4X4 | Each | \$12.14 |
| Irrigation | 90 SCH 80 PVC-1/2X1/2 | Each | \$3.71 |
| Irrigation | 90 SCH 80 PVC-3/4X3/4 | Each | \$4.18 |
| Irrigation | 90 SCH 80 PVC-1X1 | Each | \$6.82 |
| Irrigation | 90 SCH 80 PVC-11/4X11/4 | Each | \$6.92 |
| Irrigation | 90 SCH 80 PVC-11/2X11/2 | Each | \$7.66 |
| Irrigation | 90 SCH 80 PVC-2X2 | Each | \$7.77 |
| Irrigation | 90 SCH 80 PVC-21/4X21/4 | Each | \$8.08 |
| Irrigation | 90 SCH 80 PVC-21/2X21/2 | Each | \$8.18 |
| Irrigation | 90 SCH 80 PVC-3X3 | Each | \$9.69 |
| Irrigation | 90 SCH 80 PVC-31/4X31/4 | Each | \$10.09 |
| Irrigation | 90 SCH 80 PVC-31/2X31/2 | Each | \$10.85 |
| Irrigation | 90 SCH 80 PVC-4X4 | Each | \$12.38 |

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UNIT PRICE SCHEDULES

| IRRIGATION | | | |
|---------------------|--|------|------------|
| Product Description | | UOM | Price |
| Irrigation | 45 SCH 40 PVC-1/2X1/2 | Each | \$2.17 |
| Irrigation | 45 SCH 40 PVC-3/4X3/4 | Each | \$2.65 |
| Irrigation | 45 SCH 40 PVC-1X1 | Each | \$5.28 |
| Irrigation | 45 SCH 40 PVC-11/4X11/4 | Each | \$5.38 |
| Irrigation | 45 SCH 40 PVC-11/2X11/2 | Each | \$6.12 |
| Irrigation | 45 SCH 40 PVC-2X2 | Each | \$5.42 |
| Irrigation | 45 SCH 40 PVC-21/4X21/4 | Each | \$5.57 |
| Irrigation | 45 SCH 40 PVC-21/2X21/2 | Each | \$6.34 |
| Irrigation | 45 SCH 40 PVC-3X3 | Each | \$9.42 |
| Irrigation | 45 SCH 40 PVC-31/4X31/4 | Each | \$9.62 |
| Irrigation | RAINBIRD VALVES-LFV075-3/4X3/4 | Each | \$39.46 |
| Irrigation | RAINBIRD VALVES-100DVA-1X1 | Each | \$33.92 |
| Irrigation | RAINBIRD VALVES-150PGA-1.5 | Each | \$126.06 |
| Irrigation | RAINBIRD VALVES-300BPES-3" (Brass) | Each | \$865.38 |
| Irrigation | RAINBIRD VALVES-200EFBCP-2" (Brass) | Each | \$542.23 |
| Irrigation | RAINBIRD VALVES-200PESB-2" | Each | \$348.49 |
| Irrigation | RAINBIRD VALVES-150EFBCP-1.5"(Brass) | Each | \$431.03 |
| Irrigation | RAINBIRD VALVES-150PEBC-1.5" | Each | \$276.23 |
| Irrigation | QUICK COUPLING-3/4" | Each | \$78.51 |
| Irrigation | QUICK COUPLING-1" | Each | \$190.77 |
| Irrigation | QCV KEY-3/4" | Each | \$143.09 |
| Irrigation | QCV KEY-1" | Each | \$156.40 |
| Irrigation | SPRAY HEAD POP-UP-1804-1/2"X4 | Each | \$6.62 |
| Irrigation | SPRAY HEAD POP-UP-1806-1/2"X6 | Each | \$29.46 |
| Irrigation | SPRAY HEAD POP-UP-1812-1/2X12 | Each | \$31.98 |
| Irrigation | ROTORS POP-UP-5004PLPC-3/4X4" | Each | \$22.31 |
| Irrigation | ROTORS POP-UP-5004+FCSR-3/4X6" | Each | \$35.38 |
| Irrigation | ROTORS POP-UP-ROTORS SHURB- | Each | \$0.00 |
| Irrigation | ROTORS POP-UP-500S+PCSR-3/4" | Each | \$45.69 |
| Irrigation | ROTORS POP-UP-5006+PCSR-3/4X6" | Each | \$55.38 |
| Irrigation | SWING PIPE-SA5-SA SERIES | Each | \$3.37 |
| Irrigation | SWING PIPE-SA127575-12"X3/4 | Each | \$3.35 |
| Irrigation | SWING PIPE-TSJ12-1'-1"X12" | Each | \$54.62 |
| Irrigation | NOZZLES- 5-Q | Each | \$1.69 |
| Irrigation | NOZZLES- 5-H | Each | \$1.69 |
| Irrigation | NOZZLES- 5-F | Each | \$1.69 |
| Irrigation | NOZZLES- 8-Q | Each | \$1.69 |
| Irrigation | NOZZLES- 8-H | Each | \$1.69 |
| Irrigation | NOZZLES- 8-F | Each | \$1.69 |
| Irrigation | NOZZLES- 10-Q | Each | \$1.69 |
| Irrigation | NOZZLES- 10-H | Each | \$1.69 |
| Irrigation | NOZZLES- 10-F | Each | \$1.69 |
| Irrigation | NOZZLES- 12-Q | Each | \$1.69 |
| Irrigation | NOZZLES- 12-H | Each | \$1.69 |
| Irrigation | NOZZLES- 12-F | Each | \$1.69 |
| Irrigation | 1300 BUBBER NOZZLE | Each | \$1.83 |
| Irrigation | 1401 BUBBER NOZZLE | Each | \$7.45 |
| Irrigation | IRRIGATION PUMP-2 HP COMPLETE PRO 11 | Each | \$4,545.00 |
| Irrigation | FERTILIZER INJECTOR-2.5 GALLON EZKIT-3 | Each | \$947.38 |
| Irrigation | ROTOR ST-243636B HUNTER | Each | \$2,300.00 |
| Irrigation | HUNTER ST-V30KV | Each | \$2,453.85 |
| Irrigation | RAIN BIRD CONTROLLER-ESP-LXD | Each | \$1,126.77 |
| Irrigation | RAIN BIRD CONTROLLER-ESP-LXD DECODER | Each | \$2,321.23 |

Synthetic Turf, Concrete, Asphalt and Ancillary Equipment – Bid Pkg. No. 2
 Wiseburn Unified School District
 February 13, 2018

UNIT PRICE SCHEDULES

| IRRIGATION | | | |
|---------------------|---|------|------------|
| Product Description | | UOM | Price |
| Irrigation | CONTROLLER WIRE-2,500 FOOT ROLL OF 18/1 AWG-UF BLACK WIRE | Each | \$174.00 |
| Irrigation | CONTROLLER WIRE-2,500 FOOT ROLL OF 18/1 AWG-UF WHITE WIRE | Each | \$174.00 |
| Irrigation | CONTROLLER WIRE-2,500 FOOT ROLL OF 18/1 AWG -UF GREEN WIRE | Each | \$174.00 |
| Irrigation | CONTROLLER WIRE-2,5000 FOOT ROLL OF P7354D 12 GAUGE Decoder | Each | \$2,407.69 |
| Irrigation | CONTROLLER WIRE-1 PVC SHC 40 CONDUIT | Each | \$120.11 |
| Irrigation | CONTROLLER WIRE-1/2 PVC SHC 40 CONDUIT | Each | \$68.83 |
| Irrigation | CONTROLLER WIRE-3/4 PVC SHC40 CONDUIT | Each | \$82.32 |
| Irrigation | CONTROLLER WIRE-1"PVC SHC 40 SWEEP 90 | Each | \$3.15 |
| Irrigation | CONTROLLER WIRE-3/4 PVC SHC 40 SWEEP 90 | Each | \$2.02 |
| Irrigation | CONTROLLER WIRE-1/2 PVC SHC 40 SWEEP 90 | Each | \$1.80 |
| Irrigation | 6 Inch Landscape Staples - 1,000 count | Each | \$100.92 |
| Irrigation | Rice Straw Wattle | Each | \$55.38 |
| Irrigation | Commercial Prefabricated 4 in. x 4 in. Silt Fence – 36 in. x 100 ft. Roll | Each | \$106.92 |
| Meter Boxes | #11-T & R (concrete cover w/ 2-2" Dia T&R holes)-16" X 21"- Complete | Each | \$123.63 |
| Meter Boxes | #11-T & R (concrete cover w/ 2-2" Dia T&R holes)-16" X 21"- Body | Each | \$65.82 |
| Meter Boxes | #11-T & R (concrete cover w/ 2-2" Dia T&R holes)-16" X 21"- Cover | Each | \$57.82 |
| Meter Boxes | #11-2 S (concrete cover w/#2 concrete reading lid)-16" X 21"- Complete | Each | \$146.37 |
| Meter Boxes | #11-2 S (concrete cover w/#2 concrete reading lid)-16" X 21"- Body | Each | \$65.82 |
| Meter Boxes | #11-2 S (concrete cover w/#2 concrete reading lid)-16" X 21"- Cover | Each | \$53.05 |
| Meter Boxes | #11-2 S (concrete cover w/#2 concrete reading lid)-16" X 21"- Lid | Each | \$13.75 |
| Meter Boxes | #11-2 S (concrete cover w/#2 cast iron reading lid)-16" X 21"- Complete | Each | \$212.83 |
| Meter Boxes | #11-2 S (concrete cover w/#2 cast iron reading lid)-16" X 21"- Body | Each | \$65.82 |
| Meter Boxes | #11-2 S (concrete cover w/#2 cast iron reading lid)-16" X 21"- Cover | Each | \$53.05 |
| Meter Boxes | #11-2 S (concrete cover w/#2 cast iron reading lid)-16" X 21"- Lid | Each | \$46.98 |
| Meter Boxes | #11-T (steel cover superimposed)-16" X 21"-Complete | Each | \$432.74 |

Synthetic Turf, Concrete, Asphalt and Ancillary Equipment – Bid Pkg. No. 2
 Wiseburn Unified School District
 February 13, 2018

UNIT PRICE SCHEDULES

| IRRIGATION | | | |
|---------------------|---|------|----------|
| Product Description | | UOM | Price |
| Meter Boxes | #11-T (steel cover superimposed)-16" X 21"-Body | Each | \$65.82 |
| Meter Boxes | #11-T (steel cover superimposed)-16" X 21"-Cover | Each | \$366.92 |
| Meter Boxes | #11-5 TR (steel cover superimposed w/reading lid)-16" X 21"- Complete | Each | \$432.74 |
| Meter Boxes | #11-5 TR (steel cover superimposed w/reading lid)-16" X 21"- Body | Each | \$65.82 |
| Meter Boxes | #11-5 TR (steel cover superimposed w/reading lid)-16" X 21"- Cover | Each | \$366.92 |
| Meter Boxes | #11 T (steel cover superimposed w/2-2" T&R)-16" X 21"- Complete | Each | \$432.48 |
| Meter Boxes | #11 T (steel cover superimposed w/2-2" T&R)-16" X 21"- Body | Each | \$65.82 |
| Meter Boxes | #11 T (steel cover superimposed w/2-2" T&R)-16" X 21"- Cover | Each | \$366.66 |
| Meter Boxes | #36-1PC (1 piece concrete cover)-10 1/2" x 17 1/4"- Complete | Each | \$71.00 |
| Meter Boxes | #36-1PC (1 piece concrete cover)-10 1/2" x 17 1/4" - Body | Each | \$41.55 |
| Meter Boxes | #36-1PC (1 piece concrete cover)-10 1/2" x 17 1/4" - Cover | Each | \$29.45 |
| Meter Boxes | #36-S (concrete cover w/cast iron reader lid)-10 1/2" x 17 1/4"-Complete | Each | \$98.74 |
| Meter Boxes | #36-S (concrete cover w/cast iron reader lid)-10 1/2" x 17 1/4" -Body | Each | \$41.55 |
| Meter Boxes | #36-S (concrete cover w/cast iron reader lid)-10 1/2" x 17 1/4" -Cover | Each | \$29.97 |
| Meter Boxes | #36-S (concrete cover w/cast iron reader lid)-10 1/2" x 17 1/4"-EXT | Each | \$27.22 |
| Meter Boxes | #36-1PC-T&R (1 piece concrete cover w/T&R hole)-10 1/2" x 17 1/4"-Complete | Each | \$70.28 |
| Meter Boxes | #36-1PC-T&R (1 piece concrete cover w/T&R hole)-10 1/2" x 17 1/4" -Body | Each | \$41.55 |
| Meter Boxes | #36-1PC-T&R (1 piece concrete cover w/T&R hole)-10 1/2" x 17 1/4" -Cover | Each | \$28.72 |
| Meter Boxes | #36-H4S STEEL FRAME (concrete cover w/cast iron hinged lid)-10 1/2" x 17 1/4"-Complete | Each | \$96.51 |
| Meter Boxes | #36-H4S STEEL FRAME (concrete cover w/cast iron hinged lid)-10 1/2" x 17 1/4" -Body | Each | \$41.55 |
| Meter Boxes | #36-H4S STEEL FRAME (concrete cover w/cast iron hinged lid)-10 1/2" x 17 1/4" -Cover | Each | \$54.95 |

UNIT PRICE SCHEDULES

| PAVERS | | | |
|----------------------------|-----------------------|-------------|--------------|
| Product Description | | UOM | Price |
| Pavers | AB Ashlar Blend | Square Foot | \$12.94 |
| Pavers | Classic | Each | \$12.94 |
| Pavers | Jumbo Junior | Each | \$12.94 |
| Pavers | Lite Stone | Each | \$12.94 |
| Pavers | Junior Lite | Each | \$12.94 |
| Pavers | Corners | Each | \$14.29 |
| Pavers | Capstone | Each | \$8.88 |
| Pavers | Rocks | Each | \$9.17 |
| Pavers | Stones | Each | \$9.17 |
| Pavers | Old Country Courtyard | Each | \$16.08 |
| Pavers | Courtyard Collection | Each | \$15.08 |
| Pavers | AB Abbey Blend | Each | \$14.34 |
| Pavers | Dover | Each | \$14.34 |
| Pavers | Palermo | Each | \$14.34 |
| Pavers | Barcelona | Each | \$14.34 |
| Pavers | Bordeaux | Each | \$14.34 |
| Pavers | Corners | Each | \$14.29 |
| Pavers | Capstone | Each | \$8.88 |
| Pavers | Holland | Each | \$3.02 |
| Pavers | Del Mar | Each | \$3.02 |
| Pavers | Cascade | Each | \$3.54 |
| Pavers | Cascade Corte | Each | \$3.54 |
| Pavers | Aqua-Bric Type 1 | Each | \$3.54 |
| Pavers | Turfstone | Each | \$3.98 |
| Pavers | Pietra Cobble | Each | \$4.70 |
| Pavers | Gran Pietra | Each | N/A |
| Pavers | Corsia Flagstone | Each | \$5.38 |

UNIT PRICE SCHEDULES

| PAVERS | | | |
|----------------------------|--------------------------------|------------|----------------|
| Product Description | | UOM | Price |
| Pavers | CM Stone | Each | \$4.21 |
| Pavers | Country Manor | Each | \$15.08 |
| Pavers | Jumbo Nursery Stone & Capstone | Each | \$6.40 |
| Pavers | 4x12 Wallstone & Capstone | Each | \$6.51 |
| Pavers | Fireplaces | Each | N/A |
| Pavers | Multi Stone | Each | \$13.33 |
| Pavers | Villa | Each | \$3.08 |
| Pavers | Promenade | Each | N/A |
| Pavers | Casita | Each | \$3.08 |
| Pavers | Camden Cobble | Each | \$2.45 |
| Pavers | Sandia | Each | \$4.54 |
| Pavers | Insignia Stone | Each | \$5.73 |
| Pavers | 4x16 Stone | Each | \$5.07 |
| Pavers | 12x24 Stone | Each | \$5.07 |
| Pavers | Antique Cobble | Each | \$3.02 |
| Pavers | Country Cobble | Each | \$4.06 |
| Pavers | Appian Stone | Each | \$3.14 |
| Pavers | Mediterranean Cobble | Each | \$4.70 |
| Pavers | Pacific Cobble | Each | Call for Quote |
| Pavers | Tre Express | Each | Call for Quote |

UNIT PRICE SCHEDULES

| PAVERS | | | |
|----------------------------|-----------------------|------------|----------------|
| Product Description | | UOM | Price |
| Pavers | Shot Blast | Each | N/A |
| Pavers | Burnish | Each | N/A |
| Pavers | Antique Cobble Circle | Each | \$3.14 |
| Pavers | Pietra Cobble Circle | Each | \$4.54 |
| Pavers | Bullnose | Each | \$1.95 |
| Pavers | Handicap Kit | Each | Call for Quote |
| Pavers | Diamante | Each | \$3.16 |
| Pavers | Serpentine | Each | \$3.02 |
| Pavers | Barcelona | Each | \$3.02 |

UNIT PRICE SCHEDULES

| PLANTS | | | |
|---------------------|---|------|----------|
| Product Description | | UOM | Price |
| Plants | ThermaLeaf® Acacia Branch 29", 391 Lvs.-PERMALEAF SEQUOIA TREE Natural Trunk | Each | \$46.00 |
| Plants | ThermaLeaf® Aralia, Ming Branch 25", 104 Lvs.-PERMALEAF THISTLE BUSH | Each | \$16.90 |
| Plants | ThermaLeaf® Arboricola Branch 22", 63 Lvs.-PERMALEAF THISTLE BUSH | Each | \$18.00 |
| Plants | ThermaLeaf® Arrowhead Bush 18", 25 Lvs.-PERMALEAF VIBURNUM | Each | \$23.40 |
| Plants | ThermaLeaf® Aspen Branch 27", 90 Lvs., Green-PERMALEAF VIBURNUM | Each | \$22.40 |
| Plants | ThermaLeaf® Aspen Branch 27", 90 Lvs., Fall-PERMALEAF YUCCA | Each | \$22.40 |
| Plants | ThermaLeaf® Bamboo, Oriental Branch 28", 60 Lvs., Black-PERMALEAF YUCCA BLACK CORAL | Each | \$11.40 |
| Plants | ThermaLeaf® Bamboo, Oriental Branch 28", 60 Lvs., Green | Each | \$11.40 |
| Plants | ThermaLeaf® Bamboo, Oriental Branch 28", 60 Lvs. (3-Dimensional) | Each | \$13.80 |
| Plants | ThermaLeaf® Bamboo, Reed 26", Green | Each | \$12.00 |
| Plants | ThermaLeaf® Chestnut Branch 31", 23 Lvs, Autumn | Each | \$26.00 |
| Plants | ThermaLeaf® Chestnut Branch 31", 23 Lvs, Green | Each | \$26.00 |
| Plants | ThermaLeaf® Chinese Evergreen, Maria Bush 15", 18 Lvs. | Each | \$18.00 |
| Plants | ThermaLeaf® Chinese Evergreen, Maria Bush 28", 36 Lvs. | Each | \$64.60 |
| Plants | ThermaLeaf® Chinese Evergreen, Silver Queen Bush 15", 18 Lvs. | Each | \$18.00 |
| Plants | ThermaLeaf® Chinese Evergreen, Silver Queen Bush 28", 36 Lvs. | Each | \$64.60 |
| Plants | ThermaLeaf® Corn Plant Bush 29", 37 Lvs. | Each | \$90.20 |
| Plants | ThermaLeaf® Croton Bush 46", 69 Lvs. Multi-color | Each | \$148.90 |
| Plants | ThermaLeaf® Cypress, Weeping Branch 36", w/ Berries | Each | \$18.40 |
| Plants | ThermaLeaf® Dogwood, Flowering Branch 30", 18 Lvs., 25 Flrs., Cherry Blossom | Each | \$16.20 |
| Plants | ThermaLeaf® Dogwood, Flowering Branch 30", 18 Lvs., 25 Flrs., Pink White | Each | \$16.20 |
| Plants | ThermaLeaf® Dogwood, Flowering Branch 30", 18 Lvs., 25 Flrs., Yellow | Each | \$16.20 |
| Plants | ThermaLeaf® Date Palm 16"-24" | Each | CALL |
| Plants | ThermaLeaf® Date Palm 24"-30" | Each | CALL |

UNIT PRICE SCHEDULES

| PLANTS | | | |
|---------------------|---|------|----------|
| Product Description | | UOM | Price |
| Plants | ThermaLeaf® Date Palm 32"-38" | Each | CALL |
| Plants | ThermaLeaf® Date Palm 40"-48" | Each | CALL |
| Plants | ThermaLeaf® Date Palm 50"-58" | Each | CALL |
| Plants | ThermaLeaf® Date Palm 60"-68" | Each | CALL |
| Plants | ThermaLeaf® Date Palm 70"-78" | Each | CALL |
| Plants | ThermaLeaf® Date Palm 80"-98" | Each | CALL |
| Plants | ThermaLeaf® Fan Palm 23"-31" | Each | CALL |
| Plants | ThermaLeaf® Fan Palm 32"-40" | Each | CALL |
| Plants | ThermaLeaf® Fan Palm 40"-47" | Each | CALL |
| Plants | ThermaLeaf® Fan Palm 47"-55" | Each | CALL |
| Plants | ThermaLeaf® Fern, Asparagus Bush 33" | Each | \$36.80 |
| Plants | ThermaLeaf® Fern, Forest Bush 25", 199 Lvs. | Each | \$57.40 |
| Plants | ThermaLeaf® Fern, Tree Branch 36", 257 Lvs. | Each | \$69.00 |
| Plants | ThermaLeaf® Ficus, Alii Branch 26", 41 Lvs. | Each | \$16.80 |
| Plants | ThermaLeaf® Ficus, Benjamina Branch 26", 38 Lvs. | Each | \$9.30 |
| Plants | ThermaLeaf® Ficus, Benjamina Branch 32", 69 Lvs. | Each | \$17.60 |
| Plants | ThermaLeaf® Ficus, Bush 48", 750 Lvs. | Each | \$106.00 |
| Plants | ThermaLeaf® Ficus, Hawaiian Branch 26", 42 Lvs., Green/Cream | Each | \$9.40 |
| Plants | ThermaLeaf® Gardenia Bush 18", 94 Lvs., 14 Flrs., Cream | Each | \$72.00 |
| Plants | ThermaLeaf® Grass, Bear 38", Plug w/ 60 Blades, Green | Each | \$7.20 |
| Plants | ThermaLeaf® Grass, Bear 38", Plug w/ 60 Blades, Natural Beige | Each | \$7.20 |
| Plants | ThermaLeaf® Grass, Bear 38", Plug w/ 60 Blades, Olive | Each | \$7.20 |
| Plants | ThermaLeaf® Grass, Field 26", 5 Heads, Green | Each | \$31.40 |
| Plants | ThermaLeaf® Grass, Giant Prairie 33", Plug w/ 836 Blades (Stackable), Natural | Each | \$88.60 |
| Plants | ThermaLeaf® Grass, Giant Prairie 33", Plug w/ 836 Blades (Stackable), Green | Each | \$88.60 |

UNIT PRICE SCHEDULES

| PLANTS | | | |
|---------------------|---|------|----------|
| Product Description | | UOM | Price |
| Plants | ThermaLeaf® Grass, Onion 15", Green | Each | \$8.00 |
| Plants | ThermaLeaf® Grass, Onion 15", Natural | Each | \$8.00 |
| Plants | ThermaLeaf® Grass, Onion 15", Sage Green | Each | \$8.00 |
| Plants | ThermaLeaf® Grass, Onion 18", Plug w/ 18 Blades, Dark Green | Each | \$2.40 |
| Plants | ThermaLeaf® Grass, Onion 18", Plug w/ 18 Blades, Light Green | Each | \$2.40 |
| Plants | ThermaLeaf® Grass Pearl Wall Mat, 24"x 24", Dark Green, UV Inhibitor | Each | \$147.00 |
| Plants | ThermaLeaf® Grass Pearl Wall Mat, 24"x 24", Light Green, UV Inhibitor | Each | \$147.00 |
| Plants | ThermaLeaf® Grass, Prairie 24", 28 Plugs w/ 880 Blades, Autumn | Each | \$51.60 |
| Plants | ThermaLeaf® Grass, Prairie 24", 28 Plugs w/ 880 Blades, Green | Each | \$51.60 |
| Plants | ThermaLeaf® Grass, Prairie 24", 28 Plugs w/ 880 Blades, Spring Green | Each | \$51.60 |
| Plants | ThermaLeaf® Grass, Savannah 36", Light Green | Each | \$36.00 |
| Plants | ThermaLeaf® Grass, Vanilla 12", Dark Green | Each | \$13.00 |
| Plants | ThermaLeaf® Grass, Vanilla 12", Light Green | Each | \$13.00 |
| Plants | ThermaLeaf® Grass, Vanilla 12", Mustard | Each | \$13.00 |
| Plants | ThermaLeaf® Grass, Vanilla 12", Smoky Blue | Each | \$13.00 |
| Plants | ThermaLeaf® Hibiscus Branch 22", 20 Lvs., Green | Each | \$16.00 |
| Plants | ThermaLeaf® Hibiscus Branch 25", 14 Lvs., 3 Flrs., Pink | Each | \$18.00 |
| Plants | ThermaLeaf® Hibiscus Branch 25", 14 Lvs., 3 Flrs., Red | Each | \$18.00 |
| Plants | ThermaLeaf® Hibiscus Branch 25", 14 Lvs., 3 Flrs., Tangerine | Each | \$18.00 |
| Plants | ThermaLeaf® Hibiscus Branch 25", 14 Lvs., 3 Flrs., Yellow | Each | \$18.00 |
| Plants | ThermaLeaf® Hosta Bush 15", 18 Lvs., Variegated Green/Yellow | Each | \$17.40 |
| Plants | ThermaLeaf® Hosta, Moonglow Bush 15", 18 Lvs. Variegated Yellow/Green | Each | \$17.40 |
| Plants | ThermaLeaf® Ironwood Branch 20", 153 Lvs. | Each | \$33.00 |
| Plants | ThermaLeaf® Ivy, Algerian Bush 30", 144 Lvs. | Each | \$61.20 |
| Plants | ThermaLeaf® Ivy, Algerian Bush 30", 144 Lvs. Variegated Green/White | Each | \$61.20 |
| Plants | ThermaLeaf® Ivy, Algerian Bush 48", 282 Lvs. | Each | \$141.80 |
| Plants | ThermaLeaf® Ivy, Algerian Garland 72", 40 Lvs. | Each | \$26.00 |

UNIT PRICE SCHEDULES

| PLANTS | | | |
|---------------------|--|------|----------|
| Product Description | | UOM | Price |
| Plants | ThermaLeaf® Ivy, Algerian Garland 72", 40 Lvs. Variegated Green/White | Each | \$26.00 |
| Plants | ThermaLeaf® Ivy, English Mat 12"x12" | Each | \$34.00 |
| Plants | ThermaLeaf®/PermaLeaf® Ivy, English Mat 12"x12" | Each | \$46.00 |
| Plants | ThermaLeaf® Ivy, English Wall Mat 24"x24" | Each | \$116.00 |
| Plants | ThermaLeaf® Ivy, Grape Bush 30", 270 Lvs. | Each | \$64.40 |
| Plants | ThermaLeaf® Ivy, Grape Garland 72", 138 Lvs. | Each | \$44.00 |
| Plants | ThermaLeaf® Ivy, Lace Bush 24", 215 Lvs. Green | Each | \$52.20 |
| Plants | ThermaLeaf® Ivy, Lace Bush 24", 215 Lvs. Variegated Green/White | Each | \$52.20 |
| Plants | ThermaLeaf® Ivy, Lace Garland 72", 169 Lvs. Green | Each | \$38.60 |
| Plants | ThermaLeaf® Ivy, Lace Garland 72", 169 Lvs. Variegated Green/White | Each | \$38.60 |
| Plants | ThermaLeaf® Ivy, Needlepoint Bush 19", 246 Lvs. Variegated Green/White | Each | \$41.80 |
| Plants | ThermaLeaf® Ivy, Oakleaf Vine 36", 60 Lvs. | Each | \$19.40 |
| Plants | ThermaLeaf® Janet Craig Bush 55", 47 Lvs. | Each | \$113.00 |
| Plants | ThermaLeaf® Janet Craig, Limelight Bush 55", 47 Lvs. | Each | \$113.00 |
| Plants | ThermaLeaf® Jasmine Bush 30", 80 Lvs., Salmon | Each | \$74.60 |
| Plants | ThermaLeaf® Jasmine Bush 30", 80 Lvs., White | Each | \$74.60 |
| Plants | ThermaLeaf® Jasmine Garland 72", 175 Lvs., Salmon | Each | \$49.40 |
| Plants | ThermaLeaf® Jasmine Garland 72", 175 Lvs., White | Each | \$49.40 |
| Plants | ThermaLeaf® Juniper Wall Mat, 24"x 24" | Each | \$144.00 |
| Plants | ThermaLeaf® Laurel, Australian Branch 26", 252 Lvs. | Each | \$33.00 |
| Plants | ThermaLeaf® Laurel, Australian Branch 26", 252 Lvs., Variegated | Each | \$33.00 |
| Plants | ThermaLeaf® Magnolia Branch 27", 14 Lvs. | Each | \$14.00 |
| Plants | ThermaLeaf® Magnolia Branch 30", 16 Lvs., 1 Flr., 1 Bud, Cream | Each | \$27.20 |
| Plants | ThermaLeaf® Mangrove Branch 26", 52 Lvs. | Each | \$29.40 |

UNIT PRICE SCHEDULES

| PLANTS | | | |
|---------------------|--|------|----------|
| Product Description | | UOM | Price |
| Plants | ThermaLeaf® Maple, Sugar Branch 33", 18 Lvs., Fall | Each | \$33.30 |
| Plants | ThermaLeaf® Maple, Sugar Branch 33", 18 Lvs. | Each | \$33.30 |
| Plants | ThermaLeaf® Marginata Bush 27", 42 Lvs. | Each | \$54.20 |
| Plants | ThermaLeaf® Moss, Forest 24" x 48" Mat | Each | \$74.20 |
| Plants | ThermaLeaf® Moss, Spanish 42" | Each | \$14.40 |
| Plants | ThermaLeaf® Moss, Spanish Mat 12"x12", Gray | Each | \$70.00 |
| Plants | ThermaLeaf® Moss, Spanish Mat 12"x12", Green/Brown | Each | \$73.00 |
| Plants | ThermaLeaf® Oak, Live 26", 3 Acorns, 47 Lvs. Copper Red/Green | Each | \$19.30 |
| Plants | ThermaLeaf® Oak, Live 26", 3 Acorns, 47 Lvs. Green | Each | \$18.90 |
| Plants | ThermaLeaf® Oak, Live 26", 3 Acorns, 47 Lvs. Orange/Green | Each | \$19.30 |
| Plants | ThermaLeaf® Oak, Live 26", 3 Acorns, 47 Lvs. Yellow/Moss Green | Each | \$19.30 |
| Plants | ThermaLeaf® Oak, Red Branch 33", 36 Lvs. | Each | \$34.20 |
| Plants | ThermaLeaf® Oak, White Branch 31", 29 Lvs. | Each | \$28.50 |
| Plants | ThermaLeaf® Olive, Black Branch 26", 117 Lvs. | Each | \$26.50 |
| Plants | ThermaLeaf® Olive, Black Branch 32", 170 Lvs. | Each | \$31.20 |
| Plants | ThermaLeaf® Olive, Mediterranean Branch 31", 90 Lvs., 6 Olives | Each | \$26.00 |
| Plants | ThermaLeaf® Palm, Areca Branch 46", 37 Lvs. | Each | \$32.00 |
| Plants | ThermaLeaf® Palm, Fishtail Branch 45", 55 Lvs. | Each | \$45.00 |
| Plants | ThermaLeaf® Palm, Neanthe Bella Bush 33", 306 Lvs. | Each | \$71.20 |
| Plants | ThermaLeaf® Palm, Rhapis Bush 27", 146 Lvs. | Each | \$90.00 |
| Plants | ThermaLeaf® Palm, Sago Bush 24", 528 Lvs. | Each | \$98.40 |
| Plants | ThermaLeaf® Palm, Sago Bush 30", 1446 Lvs. | Each | \$307.80 |
| Plants | ThermaLeaf® Palm, Sago Bush 48", 2064 Lvs. | Each | \$325.60 |
| Plants | ThermaLeaf® Palo Verde Branch 94", Green | Each | \$81.40 |
| Plants | ThermaLeaf® Papyrus Grass 43" | Each | \$14.00 |

UNIT PRICE SCHEDULES

| PLANTS | | | |
|----------------------------|--|------------|--------------|
| Product Description | | UOM | Price |
| Plants | ThermaLeaf® Papyrus Grass 55" | Each | \$20.00 |
| Plants | ThermaLeaf® Peace Lily Bush 15", 16 Lvs., 2 Flrs. | Each | \$13.00 |
| Plants | ThermaLeaf® Peace Lily Bush 29", 34 Lvs., 2 Flrs. | Each | \$73.00 |
| Plants | ThermaLeaf® Peace Lily, Giant Bush 40", 18 Lvs., 3 Flrs. | Each | \$174.00 |
| Plants | ThermaLeaf® Philodendron Bush 30", 155 Lvs. | Each | \$62.40 |
| Plants | ThermaLeaf® Philodendron Garland 72", 40 Lvs. | Each | \$29.40 |
| Plants | ThermaLeaf® Philodendron, Limelight Bush 30", 155 Lvs. | Each | \$70.20 |
| Plants | ThermaLeaf® Philodendron, Limelight Garland 72", 40 Lvs. | Each | \$29.40 |
| Plants | ThermaLeaf® Pine, Long Needle Branch 32", 9 Tips | Each | \$22.60 |
| Plants | ThermaLeaf® Pine, Rocky Mountain Branch 30", 15 Tips | Each | \$15.80 |
| Plants | ThermaLeaf® Pine, Rocky Mountain Branch 40", 28 Tips | Each | \$20.60 |
| Plants | ThermaLeaf® Pine, Scotch 23", 15 Tips | Each | \$12.80 |
| Plants | ThermaLeaf® Pine, Scotch 31", 18 Tips | Each | \$18.80 |
| Plants | ThermaLeaf® Pine, Southern 30", 7 Tips | Each | \$22.60 |
| Plants | ThermaLeaf® Pine, White Branch 30", 12 Tips | Each | \$27.40 |
| Plants | ThermaLeaf® Pothos Bush 30", 147 Lvs. | Each | \$57.40 |
| Plants | ThermaLeaf® Pothos Garland 72", 86 Lvs. | Each | \$32.40 |
| Plants | ThermaLeaf® Privet Branch 24", 476 Lvs. | Each | \$48.00 |
| Plants | ThermaLeaf® Schefflera, Giant Branch 26", 19 Lvs. | Each | \$34.00 |
| Plants | ThermaLeaf® Sea Grape Branch 24", 9 Lvs., Autumn | Each | \$28.20 |
| Plants | ThermaLeaf® Sea Grape Branch 24", 9 Lvs., Green | Each | \$26.40 |
| Plants | ThermaLeaf® Sea Grape Branch 24", 9 Lvs., Red Green | Each | \$28.20 |
| Plants | ThermaLeaf® Selloum Bush 32", 9 Lvs. | Each | \$65.60 |
| Plants | ThermaLeaf® Selloum Garland 68", 9 Lvs. | Each | \$56.60 |
| Plants | ThermaLeaf® Sequoia Branch, 21", 28 Lvs. | Each | \$12.80 |

UNIT PRICE SCHEDULES

| PLANTS | | | |
|---------------------|--|------|---------|
| Product Description | | UOM | Price |
| Plants | ThermaLeaf® Sequoia Branch, 32", 48 Lvs. | Each | \$23.60 |
| Plants | ThermaLeaf® Spruce, Colorado Branch 32" | Each | \$21.20 |
| Plants | ThermaLeaf® Spruce, Norway Branch 30", 22 Tips | Each | \$14.80 |
| Plants | ThermaLeaf® Sweet Bay Bush 24", 111 Lvs., 90 Berries | Each | \$57.20 |
| Plants | ThermaLeaf® Sweet Bay Garland 72", 96 Lvs., 87 Berries | Each | \$52.00 |
| Plants | ThermaLeaf® Wandering Jew Bush 30", 198 Lvs. Silver/Purple | Each | \$69.20 |
| Plants | ThermaLeaf® Wandering Jew Garland 72", 146 Lvs. Silver/Purple | Each | \$43.60 |
| Plants | ThermaLeaf® Willow, Weeping Branch 48", 221 Lvs. | Each | \$49.20 |
| Plants | PermaLeaf® Plus Acacia Branch 29", 253 Lvs., Stainless Steel Wire, Exterior w/UV | Each | \$36.00 |
| Plants | PermaLeaf® Azalea Bush 18", 7 Flrs., 13 Buds, Beauty, Exterior w/UV | Each | \$24.00 |
| Plants | PermaLeaf® Azalea Bush 18", 7 Flrs., 13 Buds, Cream, Exterior w/UV | Each | \$24.00 |
| Plants | PermaLeaf® Azalea Bush 18", 7 Flrs., 13 Buds, Pink, Exterior w/UV | Each | \$24.00 |
| Plants | PermaLeaf® Azalea Hanging Bush 34", 12 Flrs., 15 Buds, Beauty, Exterior w/UV | Each | \$50.00 |
| Plants | PermaLeaf® Azalea Hanging Bush 34", 12 Flrs., 15 Buds, Cream, Exterior w/UV | Each | \$50.00 |
| Plants | PermaLeaf® Azalea Hanging Bush 34", 12 Flrs., 15 Buds, Pink, Exterior w/UV | Each | \$50.00 |
| Plants | PermaLeaf® Azalea Hanging Bush 34", 36 Buds, Green, Exterior w/UV | Each | \$41.60 |
| Plants | PermaLeaf® Plus Azalea Hanging Bush 34", 36 Buds, Green, Stainless Steel Wire, Exterior w/UV | Each | \$52.00 |
| Plants | PermaLeaf® Azalea Mat 12"x12", 5 Flrs., 13 Buds, Beauty, Exterior w/UV | Each | \$38.00 |
| Plants | PermaLeaf® Azalea Mat 12"x12", 5 Flrs., 13 Buds, Pink, Exterior w/UV | Each | \$38.00 |
| Plants | PermaLeaf® Plus Bamboo 31", 30 Lvs., Stainless Steel Wire, Exterior w/UV | Each | \$44.00 |
| Plants | PermaLeaf® Barberry Branch 23", Burgundy / Brown, Exterior w/UV | Each | \$9.80 |
| Plants | PermaLeaf® Barberry Branch 23", Green, Exterior w/UV | Each | \$9.80 |
| Plants | PermaLeaf® Barberry Branch 23", Light Green, Exterior w/UV | Each | \$9.80 |
| Plants | PermaLeaf® Barberry Branch 36", Burgundy / Brown, Exterior w/UV | Each | \$11.40 |
| Plants | PermaLeaf® Barberry Branch 36", Green, Exterior w/UV | Each | \$11.40 |

UNIT PRICE SCHEDULES

| PLANTS | | | |
|----------------------------|--|------------|--------------|
| Product Description | | UOM | Price |
| Plants | PermaLeaf® Barberry Branch 36", Light Green, Exterior w/UV | Each | \$11.40 |
| Plants | PermaLeaf® Plus Barberry Branch 23", Burgundy / Brown, Stainless Steel Wire, Exterior w/UV | Each | \$13.00 |
| Plants | PermaLeaf® Plus Barberry Branch 23", Green, Stainless Steel Wire, Exterior w/UV | Each | \$13.00 |
| Plants | PermaLeaf® Plus Barberry Branch 23", Light Green, Stainless Steel Wire, Exterior w/UV | Each | \$13.00 |
| Plants | PermaLeaf® Plus Barberry Branch 36", Burgundy / Brown, Stainless Steel Wire, Exterior w/UV | Each | \$15.00 |
| Plants | PermaLeaf® Plus Barberry Branch 36", Green, Stainless Steel Wire, Exterior w/UV | Each | \$15.00 |
| Plants | PermaLeaf® Plus Barberry Branch 36", Light Green, Stainless Steel Wire, Exterior w/UV | Each | \$15.00 |
| Plants | PermaLeaf® Plus Bayleaf Branch 36", 66 Lvs., Stainless Steel Wire, Exterior w/UV | Each | \$50.00 |
| Plants | PermaLeaf® Boxwood Bush, 12", Exterior w/UV | Each | \$5.20 |
| Plants | PermaLeaf® Boxwood Bush, 16", 153 Lvs., Exterior w/UV | Each | \$9.40 |
| Plants | PermaLeaf® Boxwood Large Leaf, 22", Exterior w/UV | Each | \$22.00 |
| Plants | PermaLeaf® Boxwood Large Leaf, 26", Exterior w/UV | Each | \$50.00 |
| Plants | PermaLeaf® Boxwood Large Leaf, 27", Exterior w/UV | Each | \$50.00 |
| Plants | PermaLeaf® Plus Boxwood Large Leaf, 26", Stainless Steel Wire, Exterior w/UV | Each | \$64.00 |
| Plants | PermaLeaf® Boxwood Garland 72", Exterior w/UV | Each | \$28.50 |
| Plants | PermaLeaf® Boxwood Mat 12"x12", 144 Lvs., Exterior w/UV | Each | \$22.00 |
| Plants | ThermaLeaf®/PermaLeaf® Boxwood Mat 12"x12", 144 Lvs., Exterior w/UV | Each | \$40.00 |
| Plants | PermaLeaf® Boxwood Rolls 4'x8', *Case Price Only | Each | \$800.00 |
| Plants | PermaLeaf® Plus Boxwood Mat 12"x12", 144 Lvs., Stainless Steel Wire, Exterior w/UV | Each | \$30.00 |
| Plants | PermaLeaf® Bromeliad, 21", Pink, Exterior w/UV | Each | \$20.00 |
| Plants | PermaLeaf® Bromeliad, 21", Red, Exterior w/UV | Each | \$20.00 |
| Plants | PermaLeaf® Bromeliad, 21", Red/Yellow, Exterior w/UV | Each | \$20.00 |
| Plants | PermaLeaf® Cedar Branch 23", 30 Lvs., Exterior w/UV | Each | \$10.00 |
| Plants | PermaLeaf® Dusty Miller Bush, 14", Exterior w/UV | Each | \$10.00 |
| Plants | PermaLeaf® Eucalyptus 18" x 10", Exterior w/UV | Each | \$33.00 |

UNIT PRICE SCHEDULES

| PLANTS | | | |
|---------------------|--|------|----------|
| Product Description | | UOM | Price |
| Plants | PermaLeaf® Plus Eucalyptus 18" x 10", Stainless Steel Wire, Exterior w/UV | Each | \$38.00 |
| Plants | PermaLeaf® Fern, Asparagus Bush 33", Exterior w/UV | Each | \$30.40 |
| Plants | PermaLeaf® Fern, Buckler 20", Green, Exterior w/UV | Each | \$30.60 |
| Plants | PermaLeaf® Plus Fern, Leather Leaf 20", Stainless Steel Wire, Exterior w/UV | Each | \$40.00 |
| Plants | PermaLeaf® Plus Fern, Sword 47", Green, Exterior w/UV | Each | \$70.00 |
| Plants | PermaLeaf® Plus Freesia, 22", Stainless Steel Wire, Red, Exterior w/UV | Each | \$40.00 |
| Plants | PermaLeaf® Plus Freesia, 22", Stainless Steel Wire, Yellow, Exterior w/UV | Each | \$40.00 |
| Plants | PermaLeaf® Grass, Field 26", Green, Exterior w/UV | Each | \$29.80 |
| Plants | PermaLeaf® Plus Grass, Field 26", Green, Stainless Steel Wire, Exterior w/UV | Each | \$36.00 |
| Plants | PermaLeaf® Grass, Liriope 22", Green/Purple, Exterior w/UV | Each | \$24.00 |
| Plants | PermaLeaf® Plus Grass, Mondo 38", Stainless Steel Wire, Green, Exterior w/UV | Each | \$108.00 |
| Plants | PermaLeaf® Plus Grass, Mondo 38", Stainless Steel Wire, Yellow/Green, Exterior w/UV | Each | \$108.00 |
| Plants | PermaLeaf® Plus Grass, Mondo 38", Stainless Steel Wire, Tan/Brown, Exterior w/UV | Each | \$108.00 |
| Plants | PermaLeaf® Grass Pearl Wall Mat, 24"x 24", Dark Green, Exterior w/UV | Each | \$103.20 |
| Plants | PermaLeaf® Grass Pearl Wall Mat, 24"x 24", Light Green, Exterior w/UV | Each | \$103.20 |
| Plants | PermaLeaf® Grass, Ribbon 21", Burgundy, Exterior w/UV | Each | \$14.40 |
| Plants | PermaLeaf® Grass, Ribbon 21", Fall, Exterior w/UV | Each | \$14.40 |
| Plants | PermaLeaf® Plus Grass, Ribbon 21", Burgundy, Stainless Steel Wire, Exterior w/UV | Each | \$21.00 |
| Plants | PermaLeaf® Plus Grass, Ribbon 21", Green, Stainless Steel Wire, Exterior w/UV | Each | \$21.00 |
| Plants | PermaLeaf® Plus Grass, Ribbon 21", Light Green, Stainless Steel Wire, Exterior w/UV | Each | \$21.00 |
| Plants | PermaLeaf® Plus Grass, Willow 22", Exterior w/UV | Each | \$46.00 |
| Plants | PermaLeaf® Grass, Savannah 48", Green Wine, Exterior w/UV | Each | \$58.00 |
| Plants | PermaLeaf® Plus Grass, Savannah 48", Green Wine, Stainless Steel Wire, Exterior w/UV | Each | \$76.00 |
| Plants | PermaLeaf® Plus Grass, Wisp 21", Stainless Steel Wire, Exterior w/UV | Each | \$29.00 |
| Plants | PermaLeaf® Green Wall Mat, 4'x4', Mixed Foliage, Exterior w/UV *Case Price Only | Each | \$720.00 |

UNIT PRICE SCHEDULES

| PLANTS | | | |
|---------------------|---|------|----------|
| Product Description | | UOM | Price |
| Plants | PermaLeaf® Ivy, English Bush 18", Exterior w/UV | Each | \$19.60 |
| Plants | PermaLeaf® Ivy, English Mat 12"x12", Exterior w/UV | Each | \$30.00 |
| Plants | PermaLeaf® Plus Ivy, English Mat 12"x12", Exterior w/UV | Each | \$40.00 |
| Plants | ThermaLeaf®/PermaLeaf® Ivy, English Mat 12"x12" Inherently Fire Retardant, Exterior w/UV | Each | \$46.00 |
| Plants | PermaLeaf® Ivy, English Wall Mat 24"x24", Exterior w/UV | Each | \$82.20 |
| Plants | PermaLeaf® Ivy, English Vine 30", Exterior w/UV | Each | \$48.40 |
| Plants | PermaLeaf® Ivy, English Garland 72", Exterior w/UV | Each | \$27.80 |
| Plants | PermaLeaf® Juniper Wall Mat, 24"x 24", Exterior w/UV | Each | \$101.40 |
| Plants | PermaLeaf® Plus Marigold, 20", Stainless Steel Wire, Brown/Light Green, Exterior w/UV | Each | \$30.50 |
| Plants | PermaLeaf® Moss, Spanish Mat 12"x12", Green/Brown | Each | \$60.00 |
| Plants | PermaLeaf® Palm, King Sago Branch 24", 82 Fronds, Exterior w/UV | Each | \$506.20 |
| Plants | PermaLeaf® Palm, King Sago Trunk 72", Exterior w/UV | Each | \$293.00 |
| Plants | PermaLeaf® Palm, Limited Palm Coconut Frond 80", Reg. Tube, Dark Green, Exterior w/UV | Each | \$400.00 |
| Plants | PermaLeaf® Palm, Limited Palm Coconut Frond 94", Reg. Tube, Dark Green, Exterior w/UV | Each | \$425.00 |
| Plants | PermaLeaf® Palm, Limited Palm Coconut Frond 110", Reg. Tube, Dark Green, Exterior w/UV | Each | \$450.00 |
| Plants | PermaLeaf® Palm, Limited Palm Coconut Frond 126", Reg. Tube, Dark Green, Exterior w/UV | Each | \$500.00 |
| Plants | PermaLeaf® Pine, Limber 34", Smoky Blue, Exterior w/UV | Each | \$12.60 |
| Plants | PermaLeaf® Pine, Limber 34", Tea Green, Exterior w/UV | Each | \$12.60 |
| Plants | PermaLeaf® Sequoia Branch, 21", Exterior w/UV | Each | \$10.60 |
| Plants | PermaLeaf® Plus Sequoia Branch, 21", Stainless Steel Wire, Exterior w/UV | Each | \$14.00 |
| Plants | PermaLeaf® Plus Sequoia Branch, 32", Stainless Steel Wire, Exterior w/UV | Each | \$25.00 |
| Plants | PermaLeaf® Sequoia Branch, 32", Exterior w/UV | Each | \$19.80 |
| Plants | PermaLeaf® Plus Sweet Gum, 32", 26 Lvs., Green, Stainless Steel Wire, Exterior w/UV | Each | \$60.00 |
| Plants | PermaLeaf® Plus Sweet Gum, 32", 26 Lvs., Fruit, Green, Stainless Steel Wire, Exterior w/UV | Each | \$75.00 |
| Plants | PermaLeaf® Thistle Bush, 24", Green/Cream, Exterior w/UV | Each | \$14.00 |

UNIT PRICE SCHEDULES

| PLANTS | | | |
|----------------------------|---|------------|--------------|
| Product Description | | UOM | Price |
| Plants | PermaLeaf® Viburnum, 24", Exterior w/UV | Each | \$40.00 |
| Plants | PermaLeaf® Plus Viburnum, 29", Stainless Steel Wire, Exterior w/UV | Each | \$70.00 |
| Plants | PermaLeaf® Yucca Plant, 26", Exterior w/UV | Each | \$50.00 |
| Plants | PermaLeaf® Plus Yucca Plant, 26", Stainless Steel Wire, Exterior w/UV | Each | \$75.00 |
| Plants | ACACIA Exotic Stem, Natural Trunk-Multi Stem | Each | \$34,131.10 |
| Plants | ARALIA, MING Exotic Stem, Natural Trunk-Multi Stem | Each | \$1,832.46 |
| Plants | ARBORICOLA BUSH Natural Trunk on 3' and above-Small | Each | \$90.52 |
| Plants | ARBORICOLA BUSH Natural Trunk on 3' and above-Large | Each | \$498.76 |
| Plants | ARBORICOLA TREE Exotic Stem, Natural Trunk-Multi Stem | Each | \$1,469.80 |
| Plants | ARROWHEAD VINE-Bush | Each | \$79.38 |
| Plants | ASPEN MULTI STEM Natural Trunk on 3' and above-Multi Stem | Each | \$4,891.96 |
| Plants | ASPEN SINGLE STEM Natural Trunk-Single Stem | Each | \$4,095.42 |
| Plants | AUTUMN TREE DISPLAY Natural Trunk-Multi Stem | Each | Call |
| Plants | AZALEA-25 Flowers | Each | \$81.90 |
| Plants | AZALEA-50 Flowers | Each | \$141.12 |
| Plants | BAMBOO, ORIENTAL Natural Trunk-3 Stem | Each | \$459.48 |
| Plants | BAMBOO, ORIENTAL Natural Trunk-4 Stem | Each | \$554.82 |
| Plants | BAMBOO, ORIENTAL Natural Trunk-5 Stem | Each | \$1,818.60 |
| Plants | BAMBOO, ORIENTAL Natural Trunk-7 Stem | Each | \$2,823.24 |
| Plants | BAMBOO, ORIENTAL Natural Trunk-8 Stem | Each | \$3,842.16 |
| Plants | BAMBOO, ORIENTAL Natural Trunk-9 Stem | Each | \$3,664.50 |
| Plants | BAMBOO, ORIENTAL Natural Trunk-10 Stem | Each | \$4,965.03 |
| Plants | BAMBOO, ORIENTAL Natural Trunk-11 Stem | Each | \$5,068.98 |
| Plants | BAMBOO, ORIENTAL Natural Trunk-13 Stem | Each | \$6,517.98 |
| Plants | BAMBOO, ORIENTAL GROVE | Each | call |

UNIT PRICE SCHEDULES

| PLANTS | | | |
|---------------------|---|------|-------------|
| Product Description | | UOM | Price |
| Plants | BAMBOO, REED | Each | \$819.00 |
| Plants | BAMBOO STEMS Natural Trunk- | Each | Call |
| Plants | BAMBOO, WHISPER Synthetic Trunk-Multi Stem | Each | \$6,968.86 |
| Plants | BAMBOO, WILD Natural Trunk- | Each | \$1,863.54 |
| Plants | BANANA TREE Natural Trunk-Single Stem | Each | Call |
| Plants | BANYAN Natural Trunk-Multi Stem | Each | \$13,860.42 |
| Plants | BAOBAB, LARGE LEAF Sculpted Trunk-Optional Cutout Hole in Trunk | Each | Call |
| Plants | BAOBAB, SMALL LEAF Sculpted Trunk-Optional Cutout Hole in Trunk | Each | Call |
| Plants | BARK, ASH TREE-Hand Painted, Medium Texture | Each | \$1,406.79 |
| Plants | BARK, BEECH TREE-Hand Painted, Extra Smooth Texture | Each | \$579.92 |
| Plants | BARK, BOX ELDER TREE-Hand Painted, Medium-Deep Texture | Each | \$1,783.85 |
| Plants | BARK, BUTTONWOOD TREE-Hand Painted, Medium-Deep Texture | Each | \$926.10 |
| Plants | BARK, CEDAR TREE-Hand Painted, Medium-Deep Texture | Each | \$2,193.98 |
| Plants | BARK, CONIFER TREE-Hand Painted, Medium Texture | Each | \$630.00 |
| Plants | BARK, CYPRESS TREE-Hand Painted, Medium Texture | Each | \$1,087.07 |
| Plants | BARK, DEEP TREE-Hand Painted, Deep Texture | Each | \$1,575.00 |
| Plants | BARK, ELM TREE-Hand Painted, Medium-Deep Texture | Each | \$639.45 |
| Plants | BARK, HICKORY TREE-Hand Painted, Deep Texture | Each | \$1,554.53 |
| Plants | BARK, MAPLE TREE-Hand Painted, Smooth Texture | Each | \$1,005.48 |
| Plants | BARK, MEDIUM TREE-Hand Painted, Medium Texture | Each | \$840.00 |
| Plants | BARK, OAK TREE-Hand Painted, Medium Texture | Each | \$1,887.48 |
| Plants | BARK, OLIVE TREE-Hand Painted, Medium-Deep Texture | Each | \$1,270.08 |
| Plants | BARK, PALM TREE-Hand Painted, Extra Smooth Texture | Each | \$1,636.11 |
| Plants | BARK, PINE TREE-Hand Painted, Medium Texture | Each | \$1,748.57 |
| Plants | BARK, POPLAR TREE-Hand Painted, Smooth Texture | Each | \$630.63 |

UNIT PRICE SCHEDULES

| PLANTS | | | |
|---------------------|---|------|------------|
| Product Description | | UOM | Price |
| Plants | BARK, SYCAMORE TREE-Hand Painted, Medium Texture | Each | \$926.10 |
| Plants | BARK, WALNUT TREE-Hand Painted, Extra Deep Texture | Each | \$915.08 |
| Plants | BARK, WILLOW TREE-Hand Painted, Medium Texture | Each | \$2,193.98 |
| Plants | BAYLEAF BALL Natural Trunk-3 Balls Single Stem | Each | \$740.46 |
| Plants | BAYLEAF BALL Natural Trunk-4 Balls Single Stem | Each | \$954.66 |
| Plants | BEGONIA-17 Flowers | Each | \$76.44 |
| Plants | BEGONIA-34 Flowers | Each | \$124.54 |
| Plants | BEGONIA, REX | Each | \$147.00 |
| Plants | BIRCH, MOUNTAIN TREE-W/Cream Buds | Each | \$1,399.24 |
| Plants | BIRCH LOGS POLES STEMS Natural Trunk-Natural or Red Wood Logs, Poles, Stems | Each | Call |
| Plants | BIRCH, PAPER Natural Trunk-Multi Stem | Each | \$7,350.00 |
| Plants | BIRCH, WINTER Natural Trunk-Multi Stem | Each | \$1,990.60 |
| Plants | BLOSSOM TREE | Each | Call |
| Plants | BONSAI, ACACIA | Each | Call |
| Plants | BONSAI, AZALEA | Each | Call |
| Plants | BOUGAINVILLEA | Each | \$169.48 |
| Plants | BOUGAINVILLEA-Includes 12" Hanging Basket & Chain | Each | \$273.84 |
| Plants | BOUGAINVILLEA TREE | Each | \$2,431.18 |
| Plants | BOXWOOD BALL Natural Trunk-With Vines 1 Ball 18" Dia | Each | \$445.20 |
| Plants | BOXWOOD BALL Natural Trunk-With Vines 1 Ball 23" Dia | Each | \$813.96 |
| Plants | BOXWOOD BALL Natural Trunk-With Vines 1 Ball 28" Dia | Each | \$1,109.44 |
| Plants | BOXWOOD BALL Natural Trunk-With Vines 2 Ball 18" Dia | Each | \$887.04 |
| Plants | BOXWOOD BALL Natural Trunk-With Vines 2 Ball 23" Dia | Each | \$1,700.38 |
| Plants | BOXWOOD BALL Natural Trunk-With Vines, 2 Ball 28" Dia | Each | \$2,218.02 |
| Plants | BOXWOOD BALL Natural Trunk-With Vines 3 Ball 18" 23" 28" | Each | \$2,364.60 |

UNIT PRICE SCHEDULES

| PLANTS | | | |
|----------------------------|---|------------|--------------|
| Product Description | | UOM | Price |
| Plants | BOXWOOD BUSH LARGE LEAF- | Each | \$109.62 |
| Plants | BOXWOOD BUSH Natural Trunk on 2' and above | Each | \$1,672.24 |
| Plants | BOXWOOD CYPRESS STYLE Natural Trunk-Single Stem | Each | \$1,331.40 |
| Plants | (Lengths Available: 24",36,48,60,72,84,96) | Foot | \$115.50 |
| Plants | BOXWOOD HEDGE, LARGE LEAF-18"H Double Row (Lengths Available: 24",36,48,60,72,84,96) | Foot | \$231.00 |
| Plants | BOXWOOD HEDGE, LARGE LEAF-25"H Single Row (Lengths Available: 24",32,40,48,56,64,80,88,96) | Foot | \$168.00 |
| Plants | (Lengths Available: 24",32,40,48,56,64,80,88,96) | Foot | \$336.00 |
| Plants | BOXWOOD HEDGE TRIMMED-Wood Base | Each | \$1,995.64 |
| Plants | BOXWOOD MAT | Each | Call |
| Plants | BOXWOOD MAT ROLL-Roll | Each | Call |
| Plants | BOXWOOD OBELISK TRIMMED | Each | \$1,773.46 |
| Plants | BOXWOOD SCREEN-On Galvanized Metal Screen | Each | \$3,829.14 |
| Plants | BOXWOOD SPIRAL Natural Trunk | Each | \$1,554.00 |
| Plants | BOXWOOD SPIRAL TRIMMED Natural Trunk-Twisting Frame around Single Stem | Each | \$3,829.14 |
| Plants | BOXWOOD SQUARE COLUMN Natural Trunk | Each | \$1,858.08 |
| Plants | BROMELIAD-Cherry | Each | \$76.44 |
| Plants | BROMELIAD-Flaming Sword | Each | \$76.44 |
| Plants | BROMELIAD-Silver Vase | Each | \$110.04 |
| Plants | BROMELIAD-Tricolor | Each | \$70.98 |
| Plants | BROMELIAD, GUZMANIA-Single Flower | Each | \$110.04 |
| Plants | BROMELIAD, GUZMANIA-Trio of Flowers | Each | \$163.80 |
| Plants | CALADIUM-Small | Each | \$65.32 |
| Plants | CALADIUM-Large | Each | \$118.86 |
| Plants | CAPENSIA Natural Trunk-Multi Stem | Each | \$1,554.00 |
| Plants | CATTAILS | Each | \$95.98 |

UNIT PRICE SCHEDULES

| PLANTS | | | |
|---------------------|---|------|------------|
| Product Description | | UOM | Price |
| Plants | CEDAR BALL Natural Trunk-Single Stem, 1 Ball, 24" Dia | Each | \$515.34 |
| Plants | CEDAR BALL Natural Trunk-Single Stem 1 Ball 36" Dia | Each | \$808.50 |
| Plants | CEDAR BALL Natural Trunk-Single Stem 2 Ball 24" Dia | Each | \$903.84 |
| Plants | CEDAR BALL Natural Trunk-Single Stem 3 Ball, 24" Dia | Each | \$1,475.26 |
| Plants | CEDAR BUSH | Each | \$295.90 |
| Plants | CEDAR CYPRESS STYLE Natural Trunk-Single Stem | Each | \$1,959.30 |
| Plants | CEDAR HEDGE | Each | \$295.90 |
| Plants | CEDAR LOGS, POLES, STEMS Natural Trunk | Each | Call |
| Plants | CEDAR SPIRAL-Single Stem | Each | \$1,554.00 |
| Plants | CEDAR TREE Natural Trunk-Single Stem | Each | \$1,227.66 |
| Plants | CEDAR TREE Natural Trunk-Single Stem 2' Clear Trunk | Each | \$1,632.76 |
| Plants | CEDAR TREE Natural Trunk-Single Stem 3' Clear Trunk | Each | \$2,454.28 |
| Plants | CEDAR TREE Natural Trunk-Single Stem 4' Clear Trunk | Each | \$3,268.24 |
| Plants | CEDAR TREE Natural Trunk-Single Stem 5' Clear Trunk | Each | \$4,095.42 |
| Plants | CEDAR TREE Natural Trunk-Single Stem 6' Clear Trunk | Each | \$5,719.14 |
| Plants | CHERRY BLOSSOM Natural Trunk-Multi Stem | Each | \$4,784.86 |
| Plants | CHERRY BLOSSOM BUSH, MINI-Single Stem with Burlap | Each | \$279.30 |
| Plants | CHERRY BLOSSOM BUSH, MINI-Multi Stem | Each | \$871.72 |
| Plants | CHERRY BLOSSOM TREE, MINI Natural Trunk-Multi Stem | Each | \$871.72 |
| Plants | CHERRY, CANADA RED Natural Trunk-Multi Stem | Each | \$7,314.51 |
| Plants | CHESTNUT BUSH Natural Trunk-Multi Stem | Each | \$1,680.00 |
| Plants | CHESTNUT TREE Natural Trunk-Multi Stem | Each | \$8,400.00 |
| Plants | CHINESE EVERGREEN, MARIA-Small | Each | \$79.38 |
| Plants | CHINESE EVERGREEN, MARIA-Large | Each | \$307.44 |
| Plants | CHINESE EVERGREEN, SILVER QUEEN -Small | Each | \$104.58 |

UNIT PRICE SCHEDULES

| PLANTS | | | |
|---------------------|--|------|------------|
| Product Description | | UOM | Price |
| Plants | CHINESE EVERGREEN, SILVER QUEEN -Large | Each | \$307.44 |
| Plants | CORN PLANT BUSH | Each | \$459.48 |
| Plants | CORN PLANT CANE Natural Trunk-2 Cane | Each | \$234.36 |
| Plants | CORN PLANT CANE Natural Trunk-3 Cane | Each | \$467.88 |
| Plants | CORN PLANT CANE Natural Trunk-4 Cane | Each | \$684.40 |
| Plants | CORN PLANT CANE Natural Trunk-5 Cane | Each | \$932.20 |
| Plants | CROTON | Each | \$493.08 |
| Plants | CYPRESS, WEEPING Natural Trunk-Multi Stem | Each | \$8,555.40 |
| Plants | DIEFFENBACHIA GIANT | Each | \$507.16 |
| Plants | DOGWOOD, FLOWERING BUSH Natural Trunk on 3' and above- | Each | \$867.52 |
| Plants | DOGWOOD, FLOWERING TREE Natural Trunk on 3' and above-Multi Stem | Each | \$9,988.02 |
| Plants | FERN, ASPARAGUS-Plastic | Each | \$188.79 |
| Plants | FERN BOSTON | Each | \$270.70 |
| Plants | FERN, FOREST | Each | \$79.83 |
| Plants | FERN, FOREST | Each | \$130.20 |
| Plants | FERN, HIGHLAND | Each | \$135.66 |
| Plants | FICUS, ALII Natural Trunk-Single or Multi Stem | Each | \$1,112.16 |
| Plants | FICUS, ALII Natural Trunk-Multi Stem | Each | \$5,868.24 |
| Plants | FICUS, BENJAMINA BUSH Natural Trunk-Multi Stem | Each | \$639.45 |
| Plants | FICUS, BENJAMINA TREE Natural Trunk-Multi Stem | Each | \$5,985.00 |
| Plants | FICUS, BENJAMINA TREE Sculpted Trunk-Optional Root Flare | Each | Call |
| Plants | FICUS, BENJAMINA EXOTIC Natural Trunk-Multi Stem | Each | \$4,159.90 |
| Plants | FICUS, HAWAIIAN Natural Trunk-Multi Stem | Each | \$4,891.96 |
| Plants | FOLIAGE SCREENS-Ceiling and Wall | Each | Call |

UNIT PRICE SCHEDULES

| PLANTS | | | |
|----------------------------|--|------------|--------------|
| Product Description | | UOM | Price |
| Plants | FRUIT TREE Natural Trunk-Multi Stem with Fruit | Each | \$9,381.12 |
| Plants | GARDENIA-14 Flowers/Buds | Each | \$76.44 |
| Plants | GARDENIA-28 Flowers/Buds | Each | \$135.66 |
| Plants | GERANIUM | Each | \$165.28 |
| Plants | GERANIUM-Hanaina Basket | Each | \$205.60 |
| Plants | GRASS, BEAR | Each | \$107.32 |
| Plants | GRASS, FIELD | Each | \$158.34 |
| Plants | GRASS, FOUNTAIN | Each | \$255.58 |
| Plants | GRASS, FOXTAIL | Each | \$243.40 |
| Plants | GRASS, GIANT PRAIRIE-Single Stem | Each | \$830.98 |
| Plants | GRASS, GIANT PRAIRIE-Multi Stem | Each | \$2,261.50 |
| Plants | GRASS, MONDO | Each | \$340.62 |
| Plants | GRASS, ONION | Each | \$107.21 |
| Plants | ARECASTRUM ROMANZOFFIANUM - 5 Gal | Each | \$51.00 |
| Plants | ARECASTRUM ROMANZOFFIANUM - 15 Gal | Each | \$106.15 |
| Plants | ARECASTRUM ROMANZOFFIANUM | Each | \$269.23 |
| Plants | PHOENIX ROEBELINII MULTI ! | Each | \$284.62 |
| Plants | CALLISTEMON LITTLE JOHN - 1 Gal | Each | \$14.91 |
| Plants | CALLISTEMON LITTLE JOHN - 5 Gal | Each | \$41.00 |
| Plants | CALLISTEMON LITTLE JOHN - 15 Gal | Each | \$110.94 |
| Plants | CORDYLINEA RED STAR - 1 Gal | Each | \$26.11 |
| Plants | CORDYLINEA RED STAR - 5 Gal | Each | \$57.38 |
| Plants | CORDYLINEA RED STAR - 15 Gal | Each | \$140.25 |
| Plants | BUXUS M. JAPONICA - 1 Gal | Each | \$7.37 |
| Plants | BUXUS M. JAPONICA - 5 Gal | Each | \$21.05 |

UNIT PRICE SCHEDULES

| PLANTS | | | |
|---------------------|--|-------------|------------|
| Product Description | | UOM | Price |
| Plants | BUXUS M. JAPONICA - 15 Gal | Each | \$95.63 |
| Plants | CUPHEA HYSSOPIFOLIA - 1 Gal | Each | \$11.11 |
| Plants | CUPHEA HYSSOPIFOLIA - 5 Gal | Each | \$25.63 |
| Plants | LIGUSTRUM J. TEXANUM - 1 Gal | Each | \$7.06 |
| Plants | LIGUSTRUM J. TEXANUM - 5 Gal | Each | \$18.80 |
| Plants | LIGUSTRUM J. TEXANUM - 15 Gal | Each | \$93.17 |
| Plants | NANDINA GULF STREAM - 1 Gal | Each | \$17.85 |
| Plants | NANDINA GULF STREAM - 5 Gal | Each | \$47.80 |
| Plants | NANDINA GULF STREAM - 15 Gal | Each | \$119.85 |
| Plants | TULBAGHIA V. SILVER LACE - 1 Gal | Each | \$7.37 |
| Plants | TULBAGHIA V. SILVER LACE -5 Gal | Each | \$26.15 |
| Plants | Seeded Rock (cobblestone set in concrete slurry) | Sqaure Foot | \$12.31 |
| Plants | Pavers (antique Cobble no special order) | Sqaure Foot | \$18.46 |
| Plants | Decomposed Granite (4") depth | Sqaure Foot | \$9.23 |
| Plants | Mulch (6") depth | Sqaure Foot | \$3.08 |
| Plants | Natural Sod (does not include irrigation) | Sqaure Foot | \$4.62 |
| Plants | Soil Amendment | Sqaure Foot | \$2.31 |
| Plants | Cupaniopsis Anacardiodes (Carrot Wood)-15 gal | Each | \$69.23 |
| Plants | Cupaniopsis Anacardiodes (Carrot Wood)-24 gal | Each | \$207.69 |
| Plants | Cupaniopsis Anacardiodes (Carrot Wood)-36 gal | Each | \$530.77 |
| Plants | Cupaniopsis Anacardiodes (Carrot Wood)-48 gal | Each | \$1,400.00 |
| Plants | Shinus Mole (California Pepper Tree)- 15 gal | Each | \$69.23 |
| Plants | Shinus Mole (California Pepper Tree)- 24 gal | Each | \$207.69 |
| Plants | Shinus Mole (California Pepper Tree)- 36 gal | Each | \$530.77 |
| Plants | Shinus Mole (California Pepper Tree)- 48 gal | Each | \$1,400.00 |

UNIT PRICE SCHEDULES

| PLANTS | | | |
|----------------------------|--|------------|--------------|
| Product Description | | UOM | Price |
| Plants | Liquidambar (Sweet Gum)- 15 gal | Each | \$69.23 |
| Plants | Liquidambar (Sweet Gum) - 24 gal | Each | \$207.69 |
| Plants | Liquidambar (Sweet Gum) -36 gal | Each | \$530.77 |
| Plants | Liquidambar (Sweet Gum) -48 gal | Each | \$1,400.00 |
| Plants | Lagerstroemia Indica (Crape Myrtle)- 15 gal | Each | \$69.23 |
| Plants | Lagerstroemia Indica (Crape Myrtle)- 24 gal | Each | \$207.69 |
| Plants | Lagerstroemia Indica (Crape Myrtle)- 36 gal | Each | \$530.77 |
| Plants | Lagerstroemia Indica (Crape Myrtle)- 48 gal | Each | \$1,400.00 |
| Plants | Magnolia "Little Gem"- 15 gal | Each | \$84.62 |
| Plants | Magnolia "Little Gem"- 24 gal | Each | \$253.85 |
| Plants | Magnolia "Little Gem"- 36 gal | Each | \$607.69 |
| Plants | Magnolia "Little Gem"-48 gal | Each | \$1,553.85 |
| Plants | Magnolia Grandiflora (Southern Magnolia)- 15 gal | Each | \$84.62 |
| Plants | Magnolia Grandiflora (Southern Magnolia)- 24 gal | Each | \$253.85 |
| Plants | Magnolia Grandiflora (Southern Magnolia)- 36 gal | Each | \$607.69 |
| Plants | Magnolia Grandiflora (Southern Magnolia)- 48 gal | Each | \$1,553.85 |
| Plants | UV Inhibitor-UV Inhibitor-Multi Stem | Each | \$12,000.00 |
| Plants | PLUS ACACIA TREE Natural Trunk-UV Inhibitor-Multi Stem | Each | \$25,000.00 |
| Plants | PLUS ACACIA TREE Natural Trunk-UV Inhibitor-Succlent | Each | \$463.05 |
| Plants | PLUS ACACIA TREE Natural Trunk-UV Inhibitor Beauty, Cream, Pink Flowers-Flowering | Each | \$915.39 |
| Plants | PLUS ACACIA TREE Natural Trunk-UV Inhibitor Beauty, Cream, Pink Flowers-Flowering Bush | Each | \$155.40 |
| Plants | PLUS ACACIA TREE Natural Trunk-UV Inhibitor Beauty, Cream, Pink Flowers-On Wood Trellis | Each | \$619.72 |
| Plants | PERMALEAF AGAVE-UV Inhibitor Beauty, Cream, Pink Flowers-Flowering | Each | \$3,377.44 |
| Plants | BASKET-UV Inhibitor Beauty, Cream, Pink Flowers-No Flowers, Buds Only | Each | \$3,377.44 |
| Plants | PERMALEAF® AZALEA BALL-UV Inhibitor Beauty, Cream, Pink Flowers-Flowering | Each | \$281.82 |

UNIT PRICE SCHEDULES

| PLANTS | | | |
|---------------------|---|------|------------|
| Product Description | | UOM | Price |
| Plants | PERMALEAF AZALEA BUSH-UV Inhibitor Beauty, Cream, Pink Flowers-Flowering | Each | \$1,055.88 |
| Plants | Inhibitor Beauty, Cream, Pink Flowers-Flowering | Each | \$1,337.08 |
| Plants | PERMALEAF AZALEA ESPALIER TREE-UV Inhibitor Beauty, Cream, Pink Flowers-Flowering Bush | Each | \$183.34 |
| Plants | PERMALEAF AZALEA HANGING BASKET-UV Inhibitor Beauty, Cream, Pink Flowers-No Flowers, Buds Only | Each | \$169.48 |
| Plants | Beauty, Pink Flowers-Flowering Plywood Frame | Each | \$3,096.24 |
| Plants | PERMALEAF AZALEA HANGING BASKET-UV Inhibitor Beauty, Pink Flowers-Flowering | Each | call |
| Plants | PERMALEAF AZALEA HANGING BASKET-UV Inhibitor Beauty, Pink Flowers-Roll | Each | call |
| Plants | PERMALEAF AZALEA HANGING BUSH-UV Inhibitor Beauty, Pink Flowers-Roll | Each | call |
| Plants | PERMALEAF AZALEA HANGING BUSH-UV Inhibitor Beauty, Pink Flowers-On Galvanized Metal Screen | Each | \$1,970.44 |
| Plants | PERMALEAF AZALEA HANGING BUSH-UV Inhibitor Beauty, Pink Flowers-Plywood Frame | Each | \$2,309.58 |
| Plants | PERMALEAF AZALEA HEDGE-UV Inhibitor Beauty, Pink Flowers-Plywood Frame | Each | \$2,795.73 |
| Plants | PERMALEAF AZALEA MAT FOLIAGE-UV Inhibitor Beauty, Pink Flowers-Plywood Frame | Each | \$3,403.47 |
| Plants | PERMALEAF AZALEA MAT ROLL-UV Inhibitor Beauty, Pink Flowers-Plywood Frame | Each | \$4,011.32 |
| Plants | Beauty, Cream, Green, Pink Flowers-Metal Frame Flowering | Each | \$563.22 |
| Plants | Beauty, Cream, Green, Pink Flowers-Metal Frame Flowering | Each | \$1,267.14 |
| Plants | Beauty, Cream, Green, Pink Flowers-Metal Frame Flowering | Each | \$2,533.44 |
| Plants | PERMALEAF AZALEA SQUARE COLUMN-UV Inhibitor Beauty, Cream, Green, Pink Flowers-On Wood Trellis | Each | \$675.78 |
| Plants | PERMALEAF AZALEA SQUARE COLUMN-UV Inhibitor- Single Stem 2' Clear Trunk | Each | \$507.15 |
| Plants | PERMALEAF AZALEA SQUARE COLUMN-UV Inhibitor- Single Stem 3' Clear Trunk | Each | \$633.78 |
| Plants | PERMALEAF AZALEA SQUARE COLUMN-UV Inhibitor- Single Stem 4' Clear Trunk | Each | \$760.41 |
| Plants | PERMALEAF AZALEA SWIRL-UV Inhibitor-Single Stem 5' Clear Trunk | Each | \$887.04 |
| Plants | PERMALEAF AZALEA SWIRL-UV Inhibitor-Single Stem 6' Clear Trunk | Each | \$1,013.46 |
| Plants | PERMALEAF AZALEA SWIRL-UV Inhibitor-Single Stem 7' Clear Trunk | Each | \$1,140.51 |
| Plants | PERMALEAF AZALEA TRELLIS-UV Inhibitor-Single Stem 8' Clear Trunk | Each | \$1,267.14 |
| Plants | PERMALEAF BAMBOO-UV Inhibitor-Multi Stem 3' Clear Trunk | Each | \$2,322.18 |

UNIT PRICE SCHEDULES

| PLANTS | | | |
|----------------------------|--|------------|--------------|
| Product Description | | UOM | Price |
| Plants | PERMALEAF BAMBOO-UV Inhibitors Burgundy/ Brown, Green, Light Green-/ - | Each | \$315.00 |
| Plants | PERMALEAF BAMBOO-UV Inhibitor-/ - | Each | call |
| Plants | PERMALEAF BAMBOO-UV Inhibitor-Multi Stem | Each | \$4,000.00 |
| Plants | PERMALEAF PLUS BARBERRY BUSH-UV Inhibitor-Multi Stem | Each | \$10,000.00 |
| Plants | PERMALEAF BAYLEAF TREE Sculpted Trunk-UV Inhibitor- Multi Stem | Each | \$12,000.00 |
| Plants | PERMALEAF PLUS BAYLEAF TREE Natural Trunk-UV Inhibitor-Multi Stem | Each | \$25,000.00 |
| Plants | PERMALEAF PLUS BAYLEAF TREE Natural Trunk-UV Inhibitor-Single Stem, 1 Ball, 18" Dia | Each | \$577.50 |
| Plants | PERMALEAF PLUS BAYLEAF TREE Natural Trunk-UV Inhibitor-Single Stem, 1 Ball, 23" Dia | Each | \$1,058.82 |
| Plants | PERMALEAF PLUS BAYLEAF TREE Natural Trunk-UV Inhibitor-Single Stem, 1 Ball, 28" Dia | Each | \$1,443.96 |
| Plants | PERMALEAF PLUS BAYLEAF TREE Natural Trunk-UV Inhibitor-2 Ball, 18" Dia | Each | \$1,154.58 |
| Plants | PERMALEAF PLUS BAYLEAF TREE Natural Trunk-UV Inhibitor-2 Ball, 23" Dia | Each | \$2,209.83 |
| Plants | PERMALEAF PLUS BAYLEAF TREE Natural Trunk-UV Inhibitor-2 Ball, 28" Dia | Each | \$2,882.25 |
| Plants | PERMALEAF PLUS BAYLEAF TREE Natural Trunk-UV Inhibitor-3 Ball, 18", 23", 28" Dia | Each | \$3,073.56 |
| Plants | PERMALEAF BOXWOOD BALL Natural Trunk-UV Inhibitor- / - | Each | \$109.62 |
| Plants | PERMALEAF BOXWOOD BALL Natural Trunk-UV Inhibitor- 18"H Single Row | Each | \$115.50 |
| Plants | PERMALEAF BOXWOOD BALL Natural Trunk-UV Inhibitor- 18"H Double Row | Each | \$231.00 |
| Plants | PERMALEAF BOXWOOD BALL Natural Trunk-UV Inhibitor- 25"H Single Row | Each | \$168.00 |
| Plants | PERMALEAF BOXWOOD BALL Natural Trunk-UV Inhibitor- 25"H Double Row | Each | \$336.00 |
| Plants | PERMALEAF BOXWOOD BALL Natural Trunk-UV Inhibitor- Multi Stem | Each | \$76.44 |
| Plants | PERMALEAF BOXWOOD BUSH LARGE LEAF-UV Inhibitor-Multi Stem | Each | \$253.89 |
| Plants | PERMALEAF BOXWOOD LARGE LEAF HEDGE-UV Inhibitor-Multi Stem | Each | \$1,213.38 |
| Plants | PERMALEAF BOXWOOD BUSH Natural Trunk on 2' and above-UV Inhibitor-Multi Stem | Each | \$2,173.08 |
| Plants | PERMALEAF BOXWOOD BUSH Natural Trunk on 2' and above-UV Inhibitor-Single Stem | Each | \$1,944.81 |
| Plants | PERMALEAF BOXWOOD BUSH Natural Trunk on 2' and above-UV Inhibitor-Plywood Frame | Each | \$2,603.79 |
| Plants | above-UV Inhibitor Available ThermaLeaf foliage-Mat | Each | call |
| Plants | UV Inhibitor Available ThermaLeaf foliage-Mat | Each | call |
| Plants | PERMALEAF BOXWOOD CYPRESS STYLE Natural Trunk- UV Inhibitor-Roll | Each | call |

UNIT PRICE SCHEDULES

| PLANTS | | | |
|----------------------------|---|------------|--------------|
| Product Description | | UOM | Price |
| Plants | PERMALEAF BOXWOOD CYPRESS STYLE Natural Trunk-UV Inhibitor-On Galvanized Metal Screen | Each | \$1,576.47 |
| Plants | PERMALEAF BOXWOOD HEDGE TRIMMED-UV Inhibitor-Single Stem | Each | \$768.81 |
| Plants | THERMALEAF/PERMALEAF BOXWOOD MAT FOLIAGE-UV Inhibitor-Single Stem | Each | \$1,635.69 |
| Plants | PERMALEAF BOXWOOD MAT ROLL-UV Inhibitor-Single Stem | Each | \$2,021.04 |
| Plants | PERMALEAF BOXWOOD MAT ROLL-UV Inhibitor-Twisting Frame around Single Stem | Each | \$3,829.14 |
| Plants | PERMALEAF BOXWOOD MAT ROLL-UV Inhibitor-Plywood Frame | Each | \$2,144.52 |
| Plants | PERMALEAF BOXWOOD SCREEN-UV Inhibitor-Plywood Frame | Each | \$2,278.71 |
| Plants | PERMALEAF BOXWOOD SPIRAL Natural Trunk-UV Inhibitor-Plywood Frame | Each | \$2,948.61 |
| Plants | Inhibitor-Single Stem Red/Yellow | Each | \$73.08 |
| Plants | Trunk-UV Inhibitor-Single Stem Pink | Each | \$73.08 |
| Plants | Single Stem Red | Each | \$73.08 |
| Plants | PERMALEAF BOXWOOD SQUARE COLUMN-UV Inhibitor- / | Each | \$236.26 |
| Plants | PERMALEAF BOXWOOD SQUARE COLUMN-UV Inhibitor-Single Stem, 1 Ball, 24" Dia | Each | \$636.51 |
| Plants | PERMALEAF BOXWOOD SQUARE COLUMN-UV Inhibitor-Single Stem, 1 Ball, 36" Dia | Each | \$999.39 |
| Plants | PERMALEAF BROMELIAD BUSH-UV Inhibitor-Single Stem, 2 Ball, 24" Dia | Each | \$1,114.89 |
| Plants | PERMALEAF BROMELIAD BUSH-UV Inhibitor-Single Stem, 3 Ball, 24" Dia | Each | \$1,827.00 |
| Plants | PERMALEAF BROMELIAD BUSH-UV Inhibitor- / | Each | \$85.05 |
| Plants | PERMALEAF PLUS CACTUS, BARREL-UV Inhibitor- / | Each | \$366.66 |
| Plants | PERMALEAF CEDAR BALL Natural Trunk-UV Inhibitor-Single Stem | Each | \$1,250.13 |
| Plants | PERMALEAF CEDAR BUSH Natural Trunk-UV Inhibitor-Single Stem | Each | \$2,420.67 |
| Plants | PERMALEAF CEDAR COLUMN-UV Inhibitor-Single Stem | Each | \$999.39 |
| Plants | PERMALEAF CEDAR CYPRESS STYLE Natural Trunk-UV Inhibitor-Single Stem | Each | \$1,922.76 |
| Plants | PERMALEAF CEDAR CYPRESS STYLE Natural Trunk-UV Inhibitor-Plywood Frame | Each | \$2,955.54 |
| Plants | PERMALEAF CEDAR CYPRESS STYLE Natural Trunk-UV Inhibitor-Single Stem | Each | \$608.58 |
| Plants | PERMALEAF CEDAR SPIRAL Natural Trunk-UV Inhibitor-Single Stem | Each | \$1,520.19 |
| Plants | PERMALEAF CEDAR SPIRAL Natural Trunk-UV Inhibitor-Single Stem 2' Clear Trunk | Each | \$2,018.31 |
| Plants | PERMALEAF CEDAR HEDGE-UV Inhibitor-Single Stem 3' Clear Trunk | Each | \$3,036.81 |

UNIT PRICE SCHEDULES

| PLANTS | | | |
|---------------------|---|------|------------|
| Product Description | | UOM | Price |
| Plants | PERMALEAF CEDAR TREE Natural Trunk-UV Inhibitor- Single Stem 4' Clear Trunk | Each | \$1,173.06 |
| Plants | PERMALEAF CEDAR TREE Natural Trunk-UV Inhibitor- Single Stem 5' Clear Trunk | Each | \$1,173.06 |
| Plants | PERMALEAF CEDAR TREE Natural Trunk-UV Inhibitor- Single Stem 6' Clear Trunk | Each | \$1,173.06 |
| Plants | PERMALEAF CEDAR TREE Natural Trunk-UV Inhibitor-/ Single Stem | Each | \$1,173.06 |
| Plants | PERMALEAF CEDAR TREE Natural Trunk-UV Inhibitor- Bush | Each | \$1,173.06 |
| Plants | PERMALEAF CEDAR TREE Natural Trunk-UV Inhibitor- Hanging Basket and Chain | Each | \$1,173.06 |
| Plants | PERMALEAF DUSTY MILLER BUSH-UV Inhibitor-/ Single Stem | Each | \$1,173.06 |
| Plants | PERMALEAF EUCALYPTUS BUSH-UV Inhibitor-Hanging Basket and Chain | Each | \$1,173.06 |
| Plants | PERMALEAF FERN, ASPARAGUS BUSH-UV Inhibitor- Single Stem | Each | \$1,173.06 |
| Plants | PERMALEAF FERN, ASPARAGUS HANGING BASKET- UV Inhibitor-Single Stem | Each | \$1,173.06 |
| Plants | PERMALEAF FERN, BUCKLER-UV Inhibitor-Single Stem | Each | \$1,173.06 |
| Plants | PERMALEAF FERN, BUCKLER HANGING BASKET-UV Inhibitor-Single Stem | Each | \$1,173.06 |
| Plants | PERMALEAF PLUS FERN, LEATHER LEAF-UV Inhibitor- Single Stem | Each | \$1,340.44 |
| Plants | PERMALEAF PLUS FERN, LEATHER LEAF-UV Inhibitor-/ Single Stem | Each | \$252.00 |
| Plants | PERMALEAF PLUS FERN, SWORD COLUMN-UV Inhibitor-/ Single Stem | Each | \$493.50 |
| Plants | PERMALEAF PLUS FERN, SWORD COLUMN-UV Inhibitor- 32" Clear Trunk | Each | \$858.06 |
| Plants | PERMALEAF PLUS FERN, SWORD COLUMN-UV Inhibitor- 34" Clear Trunk | Each | \$978.82 |
| Plants | PERMALEAF PLUS FERN, SWORD COLUMN-UV Inhibitor- 38" Clear Trunk | Each | \$1,099.56 |
| Plants | PERMALEAF PLUS FERN, SWORD-UV Inhibitor-42" Clear Trunk | Each | \$1,246.98 |
| Plants | PERMALEAF PLUS FERN, SWORD-UV Inhibitor-Single Stem | Each | call |
| Plants | Yellow-Single Stem Yellow | Each | \$97.34 |
| Plants | Yellow-Single Stem Red | Each | \$97.34 |
| Plants | PERMALEAF FICUS, BENJAMINA TREE-UV Inhibitor-/ Single Stem | Each | \$158.34 |
| Plants | PERMALEAF FICUS, BENJAMINA TREE-UV Inhibitor Available ThermaLeaf foliage-/ Single Stem | Each | \$71.40 |
| Plants | STEM-UV Inhibitor Available ThermaLeaf foliage-/ Single Stem | Each | \$119.70 |
| Plants | PERMALEAF PLUS FREESIA BUSH-UV Inhibitor Available ThermaLeaf foliage-/ Single Stem | Each | \$210.00 |
| Plants | Green, Yellow/ Green, Tan/ Brown-Single Stem Green | Each | \$231.00 |

UNIT PRICE SCHEDULES

| PLANTS | | | |
|---------------------|---|------|------------|
| Product Description | | UOM | Price |
| Plants | Green, Yellow/ Green, Tan/ Brown-Single Stem Yellow/Green | Each | \$231.00 |
| Plants | Green, Yellow/ Green, Tan/ Brown-Single Stem Brown | Each | \$231.00 |
| Plants | PERMALEAF GRASS, FIELD-UV Inhibitor Dark Green, Light Green-Plywood Frame | Each | \$3,403.47 |
| Plants | PERMALEAF PLUS GRASS, FIELD-UV Inhibitor Dark Green, Light Green-Plywood Frame | Each | \$4,011.32 |
| Plants | PERMALEAF PLUS GRASS, FIELD-UV Inhibitor Dark Green, Light Green-Roll | Each | call |
| Plants | PERMALEAF PLUS GRASS, MONDO-UV Inhibitor Dark Green, Light Green-Roll | Each | call |
| Plants | PERMALEAF PLUS GRASS, MONDO-UV Inhibitor Burgundy, Fall, Green, Light Green-/ | Each | \$52.50 |
| Plants | Inhibitor Burgundy, Fall, Green, Light Green-/ | Each | \$115.50 |
| Plants | Inhibitor Burgundy, Fall, Green, Light Green-Multi Stem | Each | \$661.50 |
| Plants | Inhibitor Burgundy, Fall, Green, Light Green-Multi Stem | Each | \$661.50 |
| Plants | Inhibitor Burgundy, Fall, Green, Light Green-Hanging basket and chain | Each | \$472.50 |
| Plants | Inhibitor Green, Wine-/ | Each | \$136.50 |
| Plants | PERMALEAF PLUS GRASS, RIBBON-UV Inhibitor Green, Wine-/ | Each | \$483.00 |
| Plants | PERMALEAF PLUS GRASS, RIBBON BUSH-UV Inhibitor- Single Stem | Each | \$157.50 |
| Plants | PERMALEAF PLUS GRASS, RIBBON HANGING BASKET- UV Inhibitor-Single Stem | Each | \$67.20 |
| Plants | PERMALEAF PLUS GRASS, SAVANNAH-UV Inhibitor- Single Stem | Each | \$154.35 |
| Plants | PERMALEAF PLUS GRASS, SAVANNAH-UV Inhibitor Case Price Only-Mixed Foliage | Each | \$756.00 |
| Plants | PERMALEAF PLUS GRASS, SAVANNAH-UV Inhibitor- Single Stem, 1 Ball, 22" Dia | Each | \$893.55 |
| Plants | PERMALEAF PLUS GRASS, SAVANNAH-UV Inhibitor- Single Stem, 2 Ball, 22" Dia | Each | \$1,595.48 |
| Plants | PERMALEAF PLUS GRASS, WILLOW-UV Inhibitor-Single Stem, 3 Ball, 22" Dia | Each | \$2,424.98 |
| Plants | PERMALEAF PLUS GRASS, WILLOW-UV Inhibitor- | Each | \$70.98 |
| Plants | PERMALEAF PLUS GRASS, WISP-UV Inhibitor- | Each | \$113.20 |
| Plants | PERMALEAF PLUS GRASS, WISP-UV Inhibitor-Single Stem | Each | \$638.29 |
| Plants | PERMALEAF GREEN WALL MAT-UV Inhibitor-Single Stem | Each | \$829.71 |
| Plants | PERMALEAF IVY, ENGLISH BALL Natural Trunk-UV Inhibitor-Single Stem | Each | \$2,042.15 |
| Plants | PERMALEAF IVY, ENGLISH BUSH-UV Inhibitor-Hanging Basket & Chain | Each | \$394.80 |
| Plants | PERMALEAF IVY, ENGLISH BUSH-UV Inhibitor-Plywood Frame | Each | \$3,096.24 |

UNIT PRICE SCHEDULES

| PLANTS | | | |
|---------------------|---|------|------------|
| Product Description | | UOM | Price |
| Plants | Inhibitor. Available Thermaleaf Foliage-Mat | Each | \$48.30 |
| Plants | PERMALEAF IVY, ENGLISH CYPRESS Natural Trunk-UV Inhibitor-Roll | Each | call |
| Plants | PERMALEAF IVY, ENGLISH HANGING BASKET-UV Inhibitor-Roll | Each | call |
| Plants | PERMALEAF IVY, ENGLISH HEDGE-UV Inhibitor-On Galvanizaed Metal Screen | Each | \$1,970.44 |
| Plants | THERMALEAF/PERMALEAF IVY, ENGLISH MAT FOLIAGE-UV Inhibitor-Plywood Frame | Each | \$3,160.40 |
| Plants | PERMALEAF IVY, ENGLISH MAT ROLL-UV Inhibitor-Plywood Frame | Each | \$3,646.55 |
| Plants | PERMALEAF IVY, ENGLISH MAT ROLL-UV Inhibitor- | Each | \$101.43 |
| Plants | PERMALEAF IVY, ENGLISH SCREEN-UV Inhibitor- | Each | \$177.87 |
| Plants | PERMALEAF IVY, ENGLISH SQUARE COLUMN-UV Inhibitor-Roll | Each | call |
| Plants | PERMALEAF IVY, ENGLISH SQUARE COLUMN-UV Inhibitor-Plywood Frame | Each | \$3,646.55 |
| Plants | PERMALEAF IVY, ENGLISH VINE-UV Inhibitor-Plywood Frame | Each | \$4,011.32 |
| Plants | PERMALEAF IVY, ENGLISH VINE-UV Inhibitor-Roll | Each | call |
| Plants | PERMALEAF IVY, ENGLISH WALL MAT ROLL-UV Inhibitor-Roll | Each | call |
| Plants | PERMALEAF IVY, ENGLISH WALL MAT ROLL-UV Inhibitor-Weathered Wood | Each | \$1,345.68 |
| Plants | PERMALEAF JUNIPER SQUARE COLUMN-UV Inhibitor-Weathered Wood | Each | \$3,842.16 |
| Plants | PERMALEAF JUNIPER WALL MAT ROLL-UV Inhibitor-Weathered Wood | Each | \$5,763.87 |
| Plants | PERMALEAF JUNIPER WALL MAT ROLL-UV Inhibitor-Single Stem | Each | \$147.00 |
| Plants | PERMALEAF JUNIPER, WESTERN Natural Trunk-UV Inhibitor-Green/Brown | Each | \$63.00 |
| Plants | PERMALEAF JUNIPER, WESTERN Natural Trunk-UV Inhibitor- | Each | \$1,874.25 |
| Plants | PERMALEAF LIRIOPE-UV Inhibitor- | Each | \$2,646.00 |
| Plants | PERMALEAD MOSS MAT-UV Inhibitor- | Each | call |
| Plants | PERMALEAF PALM, COCONUT-UV Inhibitor-Single Stem | Each | \$774.48 |
| Plants | PERMALEAF PALM, CURVED COCONUT-UV Inhibitor-Single Stem | Each | \$844.83 |
| Plants | PERMALEAF PALM CYCAS-UV Inhibitor-Single Stem | Each | \$1,055.88 |
| Plants | PERMALEAF PALM, DATE-UV Inhibitor-Single Stem | Each | \$1,126.23 |
| Plants | PERMALEAF PALM, FAN-UV Inhibitor-Multi Stem, 6' and 4' | Each | \$1,829.94 |
| Plants | PERMALEAF PALM, KING SAGO Plastic Coated Natural Trunk-UV Inhibitor-Multi Stem, 8' and 6' | Each | \$2,111.13 |

UNIT PRICE SCHEDULES

| PLANTS | | | |
|----------------------------|--|------------|--------------|
| Product Description | | UOM | Price |
| Plants | PERMALEAF PALM, KING SAGO Plastic Coated Natural Trunk-UV Inhibitor-Multi Stem, 8', 6', and 4' | Each | \$2,955.54 |
| Plants | Trunk-UV Inhibitor Smoky Blue, Tea Green- | Each | 2,948.40 |
| Plants | Inhibitor Smoky Blue, Tea Green- | Each | 3,216.26 |
| Plants | Trunk on 3' and above-UV Inhibitor Smoky Blue, Tea Green-Single Stem | Each | 1,680.00 |
| Plants | Trunk on 3' and above-UV Inhibitor Smoky Blue, Tea Green-Single Stem 2' Clear Trunk | Each | 1,995.00 |
| Plants | Trunk on 3' and above-UV Inhibitor Smoky Blue, Tea Green-Single Stem 3' Clear Trunk | Each | 2,940.00 |
| Plants | Inhibitor Smoky Blue, Tea Green-Single Stem 4' Clear Trunk | Each | 3,780.00 |
| Plants | Inhibitor Smoky Blue, Tea Green-Single Stem 5' Clear Trunk | Each | 4,620.00 |
| Plants | Inhibitor Smoky Blue, Tea Green-Single Stem 6' Clear Trunk | Each | 5,250.00 |
| Plants | Inhibitor Smoky Blue, Tea Green-Single Trunk | Each | call |
| Plants | Inhibitor Green-Succulent | Each | 258.93 |
| Plants | Inhibitor Yellow/Green-Succulent | Each | 258.93 |
| Plants | PERMALEAF PINE, LIMBER TREE Sculpted Trunk-UV Inhibitor-Weathered Wood | Each | 5,378.52 |
| Plants | PERMALEAF SANSEVIERIA GREEN-UV Inhibitor- | Each | 104.58 |
| Plants | PERMALEAF SANSEVIERIA YELLOW/GREEN-UV Inhibitor- | Each | 251.16 |
| Plants | PERMALEAF SEQUOIA, ANCIENT Natural Trunk-UV Inhibitor- | Each | 1,921.29 |
| Plants | PERMALEAF SEQUOIA BUSH Natural Trunk on 3' and above-UV Inhibitor-3 Stem | Each | 10,710.00 |
| Plants | PERMALEAF SEQUOIA BUSH Natural Trunk on 3' and above-UV Inhibitor-Single Stem | Each | 1,058.82 |
| Plants | PERMALEAF SEQUOIA CYPRESS STYLE Natural Trunk-UV Inhibitor-Single Stem | Each | 1,441.44 |
| Plants | PERMALEAF SEQUOIA GROVE Natural Trunk-UV Inhibitor-Single Stem | Each | 2,018.31 |
| Plants | PERMALEAF SEQUOIA GROVE Natural Trunk-UV Inhibitor-Single Stem 2' Clear Trunk | Each | 3,073.56 |
| Plants | PERMALEAF SEQUOIA GROVE Natural Trunk-UV Inhibitor-Single Stem 3' Clear Trunk | Each | 4,610.13 |
| Plants | PERMALEAF SEQUOIA GROVE Natural Trunk-UV Inhibitor-Single Stem 4' Clear Trunk | Each | 5,763.87 |
| Plants | PERMALEAF SEQUOIA TREE Natural Trunk-UV Inhibitor-Single Stem 5' Clear Trunk | Each | 8,259.93 |
| Plants | PERMALEAF SEQUOIA TREE Natural Trunk-UV Inhibitor-Single Stem 6' Clear Trunk | Each | 10,373.79 |
| Plants | PERMALEAF SEQUOIA TREE Natural Trunk-UV Inhibitor-Single Stem | Each | 111.3 |
| Plants | PERMALEAF SEQUOIA TREE Natural Trunk-UV Inhibitor-Succulent | Each | 347.34 |

UNIT PRICE SCHEDULES

| PLANTS | | | |
|----------------------------|---------------------------------------|------------|--------------|
| Product Description | | UOM | Price |
| Plants | Model 88-DTS Duckbill Tree Anchor Kit | Each | \$255.08 |
| Plants | 2 Inch by 10 Foot Wood Tree Stake | Each | \$12.15 |

UNIT PRICE SCHEDULES

ROCKS AND BOULDERS

1. This form must be submitted with your bid submittal.
2. Price shall include delivery and freight costs.
3. Material price does not include site placement or earthwork.
4. Rock and boulder placement service shall include all specialty equipment and material handling.
5. Rocks and boulders are available through boulder, rocks, and rubble associations located in Riverside County.
6. Rock and boulder placement services and cost is located in Ancillary Services Schedule.

UNIT PRICE SCHEDULES

| POTS AND CONTAINERS | | | |
|---------------------|---|------|------------|
| Product Description | | UOM | Price |
| Pots | Large ceramic painted/glazed pot 36" x 36" | Each | \$1,082.86 |
| Pots | Vase style ceramic painted/glazed pot 30" x 36" | Each | \$997.14 |
| Pots | Ceramic painted/glazed pot 30" x 30" | Each | \$968.58 |
| Pots | Ceramic painted/glazed pot 27" x 25" | Each | \$940.00 |
| Pots | Ceramic painted/glazed pot 20" x 25" | Each | \$914.28 |
| Pots | Large concrete stained pot 36" x 36" | Each | \$1,082.86 |
| Pots | Vase style concrete stained pot 30" x 36" | Each | \$997.14 |
| Pots | Concrete Stained pot 30" x 30" | Each | \$968.58 |
| Pots | Concrete Stained pot 27" x 25" | Each | \$940.00 |
| Pots | Concrete Stained pot 20" x 25" | Each | \$914.28 |

| ROCKS AND BOULDERS | | | |
|---------------------|-----------------------|-------------|----------|
| Product Description | | UOM | Price |
| Rocks and Boulders | Mountain | Pound | \$0.60 |
| Rocks and Boulders | Jesse Red | Pound | \$0.54 |
| Rocks and Boulders | Arizona Slabs | Pound | \$0.54 |
| Rocks and Boulders | Cherokee Red Boulders | Pound | \$0.54 |
| Rocks and Boulders | Palm Springs Gold | Pound | \$0.66 |
| Rocks and Boulders | Yosemite | Pound | \$0.66 |
| Rocks and Boulders | Gorilla Hair Mulch | Cubic Yard | \$75.15 |
| Rocks and Boulders | Rocks & Pebbles | Square Foot | \$225.72 |

UNIT PRICE SCHEDULES

| BOXES AND VAULTS | | | |
|------------------------|---|-------|------------------|
| Product Description | | UOM | Price |
| Brooks Box Accessories | 7 1/2" 700 I 800 Round Lid | Each | \$115.38 |
| Brooks Box Accessories | 7 1/2" x 14" 700 I 800 Rectangular Lid | Each | \$153.85 |
| Brooks Box Accessories | Bead Letting (each) | Each | \$4.62 |
| Brooks Box Accessories | Chain for 7 1/2" Round Lid | Each | \$12.31 |
| Brooks Box Accessories | 700 I 800 Corner Bolts | Each | \$1.54 |
| Brooks Box Accessories | Galvanizing per Pound | Pound | \$1.54 |
| Brooks Box Accessories | Valve Marker Post-Marker Post- 4" SQ X 42" H | Each | \$59.92 |
| Brooks Box Accessories | Pier Block-Pier Block- 11" SQ X 8" H | Each | \$10.65 |
| Brooks Box Accessories | Parking Stop-30" Car Stop | Each | \$25.74 |
| Brooks Box Accessories | Parking Stop-72" Car Stop | Each | \$54.89 |
| Polymer Meter Boxes | 1730 H (polymer cover w/ci hinged reader lid)-Cover | Each | Call for Pricing |
| Polymer Meter Boxes | 1730 H (polymer cover w/ci hinged reader lid)-Cover | Each | Call for Pricing |
| Pull Boxes | #36 PBCONCRETE COVER(bolt down)-body | Each | \$41.57 |
| Pull Boxes | #36 PBCONCRETE COVER(bolt down)-cover | Each | \$44.95 |
| Pull Boxes | #36-T PB CAST IRON COVER GALV (bolt down)-complete | Each | Call for pricing |
| Pull Boxes | #36-T PB CAST IRON COVER GALV (bolt down)-body | Each | Call for pricing |
| Pull Boxes | #36-T PB CAST IRON COVER GALV (bolt down)-cover | Each | Call for pricing |
| Pull Boxes | #36-PBSTEELCOVER GALV(flush-bolt down)-complete | Each | \$283.54 |
| Pull Boxes | #36-PBSTEELCOVER GALV(flush-bolt down)-body | Each | \$41.57 |
| Pull Boxes | #36-PBSTEELCOVER GALV(flush-bolt down)-cover | Each | \$241.97 |
| Pull Boxes | #36-PBSTEELCOVER GALV-SR(flush-bolt down slip resistant)-complete | Each | \$473.23 |
| Pull Boxes | #36-PBSTEELCOVER GALV-SR(flush-bolt down slip resistant)-body | Each | \$41.57 |
| Pull Boxes | #36-PBSTEELCOVER GALV-SR(flush-bolt down slip resistant)-cover | Each | \$431.66 |
| Pull Boxes | #36-PB POLY COVER-POOT&ODOT(bolt down) | Each | \$118.46 |
| Pull Boxes | #36 TOP/BOTTOM-12"- top | Each | \$41.57 |

UNIT PRICE SCHEDULES

| BOXES AND VAULTS | | | |
|---------------------|--|------|------------|
| Product Description | | UOM | Price |
| Pull Boxes | #36 TOP/BOTTOM-12" - bottom | Each | \$41.57 |
| Pull Boxes | BOLT AND NUT PACKAGE | Each | \$18.60 |
| Pull Boxes | PCA111812ELEC-MDT | Each | \$238.46 |
| Pull Boxes | PCA1212A022-PGE (Polymer)(box&cover ass'y w/bolts) | Each | \$243.08 |
| Sectional Vaults | 722-A Complete w/Armor & Cover-64" Depth/4-16" Tiers | Each | \$1,375.80 |
| Sectional Vaults | 722-A Complete w/Armor & Cover-Cover Only | Each | \$245.09 |

[END OF SECTION]

UNIT PRICE MATRIX

ADDENDUM # 1 - FENCING

UNIT PRICE SCHEDULES

BASIC FENCE SPECIFICATIONS

The following specifications are commonly referenced in the fence industry. The appropriate paragraphs from these specs are also shown, along with a brief, edited summary of the included information.

These specifications do not necessarily agree with any design/build or “standard methods and practices” used in the industry or, specifically any of those used by a fencing vendor. The specific, detailed information (not the specification) must be shown on the crew’s work order if a specific requirement is to be met.

Note: ASTM nomenclature generally shows the specification number followed by the year (“-“ two digit year) that the spec was modified. If no new modification date is shown, the most recent year it has been reviewed will be shown in parentheses. In general, ASTM will review each specification every four years, or before.

INDEX

Chain Link Fencing

- 1.0 General Specifications
- 2.0 Repair of Welded Chain Link Fabrications
- 3.0 Security Fencing Guidelines
- 4.0 Additional Related Specifications
- 5.0 APWA – Standard Specifications
- 6.0 Federal Specs: RR-F 191

Gates

Ornamental Metal Fencing

- 1.0 General Specifications
- 2.0 Additional Related Specifications
- 3.0 Crash Rated Fencing

Wood and Related Fencing

PVC (Solid Vinyl) Fencing

Welded and Expanded Wire Mesh

Automation Systems

Post Footings

CHAIN LINK FENCING

1.0 GENERAL SPECIFICATIONS

ASTM A 53-06 SCHEDULE 40 AND SCHEDULE 80 PIPE.

Covers black pipe, hot-dipped, zinc coated, welded and seamless varieties.

Caution: A53 can be considered equal to F1083-06 schedule 40 pipe however, based on how the A53 is referenced in the specification section, F1083-06 may or may not be substituted.

UNIT PRICE SCHEDULES

ASTM A 90/A90M-09 TESTING ZINC COATING ON STEEL ARTICLES

ASTM A 116-05 METALLIC COATED STEEL-WOVEN WIRE FENCE FABRIC

ASTM A 121-07 METALIC COATED STEEL BARBED WIRE

Design Number 12-4-5-14R is "twisted 12 gage, four point, 5" on-center.

Design Number 12-4-3-14R is "twisted 12 gage, four point, 3" on-center.

Coatings:

Type A – Aluminum coated, .3 oz/sq.ft.

Type Z – Class 3- Galvanized coated, .80 oz/sq.ft.

Type ZA – Zinc-5% aluminum-mischmetal alloy.

ASTM A 123 ZINC (HOT DIP GALVANIZED) COATED IRON AND STEEL

The minimum coating is 2.3 oz. per sq. ft.

ASTM A 392-07 ZINC COATED CHAIN LINK FABRIC

11.1.1 Class 1. 1.2 oz zinc coating.

11.1.2 Class 2. 2.0 oz zinc coating.

It can be GBW (galvanized before weaving) or GAW (galvanized after weaving) fabric.

Standard chain link fabric dimensions, Table 4:

12 ½ GA .099" diameter wire.

11 ½ GA .113"

11 GA .120"

9 GA .148"

6 GA .192"

Fabric sizes now includes: 3/8", ½", 5/8", ¾", 1", 1 ¼", 1 1/2", 1 ¾", and 2" mesh.

ASTM A 491-07 ALUMINUM COATED CHAIN LINK FABRIC

11.1 Aluminum coating "aluminized".

6 – 9 Gage .40-oz/sq. ft.

11 Gage .35

11 ½ Gage .30

ASTM B 429-06 ALUMINUM ALLOY PIPE AND TUBING

Covers schedule 40, aluminum pipe.

ASTM A 500-03 COLD FORMED STEEL (WELDED AND SEAMLESS)

Tensile strength varies by grade.

ASTM A 501-01 HOT-FORMED STEEL (WELDED AND SEAMLESS)

ASTM F 552-02 (08) TERMINOLOGY, CHAIN LINK FENCING

ASTM F 567-07 (Revised) INSTALLATION OF CHAIN LINK FENCE

4.1 Post spacing – 10' o.c.

UNIT PRICE SCHEDULES

- 5.1 Fence Post footings for:
Posts 4" O.D. or less – 4 x post diameter and 24" deep + 3" per foot of height over 4'.
4 1/2" O.D. and larger – 3 x post diameter and 24" deep + 3" per foot of height over 4'.
Limited to a maximum of 60" deep, and a maximum post height of 20'.

- 5.12.1 Commercial and Industrial Swing Gate Posts. (Each leaf).

| Width | Height | Post Size | Hole Size (Diameter x Depth) |
|--------------|--------|-----------|------------------------------|
| <=4' | 6' | 2 3/8" | 10" x 30" |
| >4' - <=10' | 6' | 2 7/8" | 12" x 36" |
| >10' | 6' | 4" | <u>12"</u> x 36" |
| <=6' | >6' | 2 7/8" | <u>12"</u> x 36" |
| >6' - <=12' | >6' | 4" | 12" x 36" |
| >12' - <=18' | >6' | 6 5/8" | <u>20"</u> x 42" |
| >18' – 24' | >6' | 8 5/8" | <u>26"</u> x 48" |

6. Bracing and mid-rails.
 6.1 With top-rail: no bracing for <=6' h.
 >6' high – mid brace.
 >12' high – mid rail required.
 Without top-rail.
 Brace required – 2/3's up.
 7.2 Tension wire in lieu of top rail.
 Bottom tension wire is optional.
 8. Chain Link Fabric
 8.4 Fabric to line posts (tie wire) 15" spaces.
 Fabric to tension wire (hog rings) 24" spaces.

ASTM F 626-08 FENCE FITTINGS

3. Post Caps and Eye-tops. Pressed steel or cast iron, 1.2 oz galvanized coating.
 4. Rail Ends and Brace Type Rail Ends. Pressed steel or cast iron, 1.2 oz galvanized coating.
 5. Top Rail Sleeves. Pressed steel or round steel tubing, 1.2 oz galvanized coating.
 6. Tie Wires and Clips
 6.1.1 Standard Round Ties
 6.1.1.1 Twelve Gage Steel. 0.8 oz galvanized coating.
 6.1.1.2 Nine Gage Steel. 0.9 oz galvanized coating.
 6.1.1.3 Nine Gage Aluminum
 6.1.2 High Security Round Ties. More....
 7.1 Tension Bands and Brace Bands. Steel, 1.2 oz galvanized coating.
 7.2 Tension Bands – minimum 14 gage, x 3/4" wide.
 7.3 Brace Bands – minimum 12 gage, x 3/4" wide.
 8. Tension Bars
 8.1 Steel tension bars. 1.2 oz galvanized coating.
 8.2 Fiberglass tension bars.
 8.4 Tension bars for 1 3/4" and 2" chain link up to 5' high – 3/16" x 5/8".
 Over 5' high – 3/16" x 3/4".
 For 1" chain link mesh, - 1/4" x 3/8".
 9. Truss Rod Assembly
 9.1 Steel truss rods, 5/16" diameter rod with 1.2 oz galvanized coating.

UNIT PRICE SCHEDULES

- 9.3 Truss rod tightener shall hold 2000#.
- 10. Barb Wire Arms
- 10.1 Arms are pressed steel or cast iron with 1.2 oz galvanized coating.
- 10.2.1 Type I – single slant arm for 3 strands wire.
- 10.2.2 Type II – single vertical arm.
- 10.2.3 Type III – “V” arm for 6 strands.
- 10.2.4 Type IV – “A” shaped, for 5 strands of barb wire.
- 11.2 Color Coated Fittings – polymer coated

ASTM A 653-03 ZINC COATING OF STEEL SHEET OR ALLOY COATED

Defines various zinc coating standards. G 90 is a coating of .9 oz. per sq. ft. (.45 oz. per side), .75 mills per side. Specifies acceptable test ranges for samples. E.g.: for G90, the Triple-Spot Test must read .32 oz per side. A Single Spot test must read .80 oz total, both sides.

ASTM F 654-07 RESIDENTIAL CHAIN LINK GATES

- 3.2 Any gate leaf wider than 6’ or taller than 6’ is not classified as a residential gate. See F 900.

ASTM F 668-07 PVC AND OTHER COATED CHAIN LINK FABRICS

Note: The steel core wire is the specified wire gage, not the outside of the coating.

Organic polymer coating is also standard. Fused polyolefin is also quoted by vendors to comply.

- 6.1 Class 1 – Extruded coating.
- 6.2 Class 2a – Extruded and adhered.
- 6.3 Class 2b – Fused and adhered.

ASTM F 669 LIGHT INDUSTRIAL AND COMMERCIAL PIPE AND TUBING

This spec has been obsoleted and is replaced by ASTM F 1043, see below.

ASTM A 787/A787M -09 WELDED STEEL PIPE AND TUBING SPECIFICATIONS

Defines the sizes, shapes and thicknesses for steel pipe and tube. Frequently used in conjunction with ASTM A653 to define galvanized coatings, including hot-dipped and G-90 standards.

ASTM A 817-03 METALIC COATED STEEL WIRE.

Note: It has been reported that “Galvan” has recently been approved as well – a formulation of zinc, aluminum + Cerium/Lanthanum. 6/08. Commonly called “Mischmetal Alloy”.

ASTM A 824-01 (07) COATED STEEL MARCELLED TENSION WIRE

- 1.1.2 Type II is zinc coated steel wire (galvanized) per ASTM A 817.
- 5.2 Wire is 0.177” diameter, “7 gage” only. Nothing covers “6 gage”.
- 5.3.1 Type I – Aluminum coated.
- 5.3.2 Type II – Zinc Coated.
- 5.3.3 Type III – 5% Zinc coating.

Note: It has been reported that “Galvan” has recently been approved as well – a formulation of zinc, aluminum + Cerium/Lanthanum. 6/08. Commonly called “Mischmetal Alloy”.

ASTM F 900-05 COMMERCIAL AND INDUSTRIAL SWING GATES

Post footing – see ASTM F 567.

Automated Vehicle Gates – see ASTM F 2200.

- 4.2.5 Barb wire on gates must be supported every 8’ or less.

UNIT PRICE SCHEDULES

4.2.6 Barbed Tape – per ~~ASTM F 2200~~. **ASTM F 1910-98 (08)**

5.2 Gate Frames.

| Height | Gate Frame Size | Weight | Class |
|--------|-----------------|------------|------------|
| <=6' | 1 5/8" | 1.83 #/Ft. | Structural |
| > 6' | 1 7/8" | 2.28 #/Ft. | Structural |

5.2.2 Gate Posts. Width is for each gate leaf. Post size is O.D.

| Width | Height | Post Size | Hole Size | Weight (Min.) |
|--------------|--------|-----------|-----------|---------------|
| <=4' | 6' | 2 3/8" | 10" x 30" | 3.11 #/Ft. |
| >4' - <=10' | 6' | 2 7/8" | 12" x 36" | 4.64 #/Ft. |
| >10' | 6' | 4" | 14" x 36" | 8.65 #/Ft. |
| <=6' | >6' | 2 7/8" | 10" x 36" | 4.64 #/Ft. |
| >6' - <=12' | >6' | 4" | 12" x 36" | 8.65 #/Ft. |
| >12' - <=18' | >6' | 6 5/8" | 16" x 42" | 18.02 #/Ft. |
| >18' - 24' | >6' | 8 5/8" | 18" x 48" | 27.12 #/Ft. |

Vertical stiffeners every 8' or more. Horizontal stiffeners if greater than 8' high.

ASTM F 934-96 (08) COLORS FOR POLYMER-COATED CHAIN LINK MATERIALS

ASTM F 969-07 CHAIN LINK TENNIS COURT FENCING

5.3 Fences with windscreen should use stronger framework, with posts closer together.

6.1.2 Type II classification for chain link fabric is a Class 1 galvanized, per ASTM A 392.

6.1.4 Type IV classification is for PVC coated chain link fabric of any grade.

8.1.4 Chain link mesh shall be 1 3/4".

New: Gates must swing outward.

New: CLFMI Wind Load Guide (WLG2445) is now called out if wind screen is added to the tennis court.

ASTM F 1043-08 STRENGTH AND COATINGS (GALVANIZED POSTS AND RAILS) FOR CHAIN LINK FRAMEWORK

Note: CLFMI Wind Load Guide (WLG2445) is now called out and cautioned.

Fused polyolefin is also quoted by vendors to comply.

5.0 Strength Requirements.

5.1 Industrial – acceptable materials are schedule 40 or “high strength 40”.

Group IA is Schedule 40.

Group IC is the manufacturer’s “high strength 40” grade.

Light Industrial/Commercial – acceptable materials are “high strength 20”.

O.D. coating is “B”, I.D. coating is “D”.

6.0 Strength Calculations for alternate designs (not shown in this specification) could be presented whereby imported, “Structural Grade” would comply with the “Light Industrial/Commercial” classification.

7.0 Coating Requirements.

7.1 External coatings now identified separately.

UNIT PRICE SCHEDULES

- 7.1.1 Type A – Zinc, 1.8 oz/ft².
- 7.1.2 Type B – Zinc, 0.9 oz/ft², with organic overcoat of a verifiable polymer film, using:
- 7.1.3 Type C – Zinc, 5%.
- 7.2 Internal Coatings same as above.
- 8.1.3 PVC, polyester polymer or polyolefin elastomer coating.

Table 3 calls out Heavy Industrial fence framework

Table 4 calls out Light Industrial/Commercial fence framework.

ASTM F 1083-08 GALVANIZED FENCE STRUCTURES (GALVANIZED PIPE)

- 6.1.1.1 Regular grade tensile strength is 48,000 psi, minimum.
 - 6.1.1.2 Intermediate strength is 60,000 psi, minimum. This is SS 40 or equal.
 - 6.1.1.3 High strength is 85,000 psi, minimum. **Not commercially available.**
 - 6.1.2.1 Regular grade yield strength is 30,000 psi, minimum.
 - 6.1.2.2 Intermediate strength is 50,000 psi, minimum. This is SS 40 or equal.
 - 6.1.2.3 High strength is 83,000 psi, minimum. **Not commercially available.**
 - 7.1 Weight of galvanized coating – 1.8 oz/ ft².
 - 12.1 By this specification, pipe may be schedule 40 or schedule 80.
- Note: Schedule 80 is called “Extra Strong”, not “High Strength”.

ASTM F 1183-96 (06) ALUMINUM ALLOY CHAIN LINK FABRIC

ASTM F 1184-05 COMMERCIAL AND INDUSTRIAL HORIZONTAL SLIDE GATES For “Cantilever Roll Gates”.

This is not applicable for standard chain link roll gates with ground wheels and pipe track.

ASTM F 1345-96 (08) GALFAN/GAVINAL FABRIC Aluminum coated fabric. Commonly called “Mischmetal Alloy”.

ASTM F 1379-95 (08) BARBED TAPE (RAZOR RIBBON) TERMINOLOGY

ASTM F 1553-06 GUIDELINE FOR SPECIFYING CHAIN LINK FENCE

ASTM F 1664-08 POLYMER COATED TENSION WIRE. The gage is always the “core wire” gage.

ASTM F 1665-08 POLYMER COATED BARBED WIRE. The gage is always the “core wire” gage.

ASTM F 1712-06 CHAIN LINK MATERIALS FOR HIGH SECURITY APPLICATIONS 4.2 Fabric meshes larger than 1” shall be 6 gage or 9 gage. 1” mesh shall be 9 gage. Smaller than 1” mesh shall be 11 gage. 4.3.2 Tie wires shall be 9 gage.

ASTM F 1908-08 RESIDENTIAL OUTDOOR SWIMMING POOL FENCES This standard is adopted from the U.S. Consumer Product Safety Commission Standard. Local city standards take precedence over these general guidelines, but these should be considered as the minimum. 6.1 Minimum height above grade (as measured from the outside) - 48”.

UNIT PRICE SCHEDULES

- 6.2 Visibility – at least 65% open area as viewed from the outside supervising area.
- 6.3 Ground clearance – 4” or less.
- 6.4 Solid barriers – masonry walls shall have no indentation or protrusion greater than 3/8”.
- 6.5 Horizontal and vertical members (wood, vinyl and iron fences):
 If the distance between the tops of the horizontal members is <45” then the vertical space are $\leq 1 \frac{3}{4}$ ”.
 If the distance between the tops of horizontal members is ≥ 45 ” then the vertical spaces are <4” with no horizontal cutout (decoration) $> 1 \frac{3}{4}$ ”.
- 6.6 Chain link fences – 1 ¼” mesh. (1 ¾” across the diagonal measurement).
- 6.7 Diagonal members (lattice) maximum spaces of 1 ¾”
- 6.8 Access gates.
- 6.8.1 Double leaf gates must be (key) locked when not in use. Key type padlock is acceptable.
- 6.8.2 Single leaf gates must open away from the pool and be a self-closing and self-latching. If the latching devise is <54” above grade, use ½” mesh within 18”
- 6.9.1 Building doors are not part of any fence project.
- 6.9.1.2 Self-latching devices must be 54” above the floor or properly screened and protected.
- 7.2 Clear zone – the fence shall be at least 48” away from any climbable structure.

Additional references have been added in this specification for:

- ASTM F 1346 – SAFETY COVERS.
- ASTM F 2286 - REMOVABLE MESH FENCE.
- ASTM F 2518 – SAFETY AUDITS.

ASTM F 1910-98 (08) LONG BARBED OBSTACLE TAPE (RAZOR RIBBON)

7.1 Material Standards are:

| Item # | Description |
|--------|--|
| 1. | 18” Single Coil, Stainless Steel |
| 2. | 18” Single Coil, Galvanized Steel |
| 5. | 24” Single Coil, Stainless Steel |
| 13. | 30” Single Coil, Stainless Steel |
| 21. | 24”/30” Double Coil, Stainless Steel |
| 23. | 24”/30” GPBTO, Type II. |
| 24. | 24” Single Coil, 300 Series Stainless Steel. |
| 25. | 30” Single Coil, 300 Series Stainless Steel. |

ASTM F 1911-05 INSTALLATION OF BARBED TAPE (RAZOR RIBBON) Much more to read.....

7.1 Concertina Security Coils (Table 1) 18” diameter:

| Coil Loops/Roll | Spacing | Yield, l.f. |
|-------------------|---------|-------------|
| 31 - 18” Diameter | 12” | 15’ |

7.2 Helical Security Coils

| Coil Loops/Roll | Spacing | Yield, l.f. |
|-------------------|---------|-------------|
| 33 - 18” Diameter | 18” | 50’ |

7.3 **Minimum Height (Warning). 7’ to the bottom of the coil.**

ASTM F 2000-06 FENCES FOR BALLFIELDS AND OTHER SPORTS FACILITIES

- 6.1 Permanent Outfield Fence.
- 6.1.1 Minimum height is 8’.

UNIT PRICE SCHEDULES

- 6.1.2 Bottom ground clearance shall be not more than 1 “.
- 6.1.6 Minimum of 2” mesh, 9 gage chain link, knuckle-knuckle.
- 6.7 Backstop Fencing.
- 6.7.3 Center panel no less than 25’ behind home plate. Side panels no less than 25’ from the foul lines.
- 6.7.4 Minimum height 16’.
- 6.8.2 Single leaf access gates shall swing away from the field and be self-closing and self-latching.

- 7.2 Foul line fence – minimum of 10’ from the foul line.
Layout drawings are provided for:
Junior Baseball – 200’ to minimum outfield fence.
Baseball Field – 350’ to minimum outfield fence.
Softball Field – 200’ to minimum outfield fence.
- 7.3 Spectator protective fence – minimum of 8’ high.
- 7.4 Player protective fence – minimum of 6’ high.

FIELD LAYOUT DRAWINGS (Pages 133, 134)

- Junior Baseball Field – 200’ minimum to outfield fence.
- Baseball Field – 350’ recommended to outfield fence.
- Softball Field – 200’ minimum to outfield fence.

ASTM F 2049-09b FENCES FOR COMMERCIAL, PUBLIC AND MULTI-FAMILY PLAY AREAS

- 7.1 If classified as “Continuous Barrier”, fence must withstand a 10,000 lb point load.
 - 7.4 Fences
 - 7.4.1 Height – minimum of 4’ high.
 - 7.4.2 Visibility – must maintain visibility for supervised surveillance.
 - 7.4.3 Ground Clearance – maximum of 4”.
 - 7.4.4 Solid barriers (block walls etc.) no protrusion greater than 3/8”.
 - 7.5 Fence types.
 - 7.5.1 Horizontal and vertical members.
If the distance between the tops of the horizontal rails is less than 45”, they shall be on the outside of the play area, and the vertical members (pickets) spaces shall be no greater than 1 3/4”.
If the tops of the rails are greater than 45” apart, then the spaces between the vertical members shall be no greater than 4”.
 - 7.5.2 Chain link mesh – 1 1/4”.
 - 7.5.3 Lattice – no greater than 1 3/4” in the greatest dimension.
 - 7.6 Access Gates.
 - 7.6.1 Double drive gates shall be padlocked.
 - 7.6.2 Pedestrian gates shall swing outward, with self-closing and self-latching devices. The release mechanism shall be 48” above grade with 1/2” mesh within 18” of the latch.
 - 7.8 Wall – 4’ high minimum. If fence is above, the bottom gap < 2”
 - 7.9 Picket or Ornamental Fence – same as above.
- Note: Latch height is also specified.
- 8.2 Clear Zone – There must be at least 72” between the fence and any structure that could be used for climbing.

UNIT PRICE SCHEDULES

- 8.3 Vulnerable Play Zone. Consideration for placement of fences to limit hazards. Potential hazards are: RR tracks, bodies of water, streets, parking lots, electrical equipment et. al. Level I (top priority) where the hazard is less than 30' from the play equipment. Level II from 30' – 100'. Level III from 100' – 200'.
- 9.1 Responsibility of property owner, occupant or tenant to maintain the fences and gates, including lock operation.

ASTM F 2453/F2453M – 05 (NEW) WELDED WIRE MESH FABRIC ≤ 6 in². IN PANELS OR ROLLS. UNIFORM MESHES.

See Welded and Expanded Metal Mesh Fencing Section – below.

ASTM F 2548-06 (NEW) EXPANDED METAL FENCE SYSTEMS FOR SECURITY PURPOSES.

See Welded and Expanded Metal Mesh Fencing Section – below.

ASTM F 2611-06 DESIGN AND CONSTRUCTION OF CHAIN LINK SECURITY FENCING

6.1 Chain Link Fabric.

6.1.1 Security Chain Link Mesh Configurations

CONSIDERATION

MESH / GAGE

Standard Commercial Industrial

2", 9 ga

Bolt Cutters Required to Breach

2", 6 ga

More Difficult to Climb, More Time to Cut

1 3/4", 9 ga

More Difficult to “ ”, Bolt Cutters

1 3/4", 6 ga

Increasingly More Difficult to Climb, Cut

1", 11 ga

Increasingly “”, Longer to Cut

1", 9 ga

Eliminates Finger Holes to Climb

5/8", 11 ga

Requires Special Equipment to Cut

1/2", 11 ga

More Time to Cut Through

3/8", 11 ga

6.2.1 Line post selection with wind load considerations per CLMFI – WLG 2445.

6.2.1.1 Terminal posts usually one size larger than line post, except for 6" and 8" line posts.

7.9 Bottom rails can be further secured byread more.

7.12 Anti-Ram Systems.....read more.

Note: Wind Loading is also referenced in CLFMI – WLG 2445.

ASTM F 2630-07 GUIDE FOR SELF-CLOSING, SELF-LATCHING GATES.

5.1 Self-closing – must close from 12" away and 90 degrees.

5.2 Self-latching – must latch from 12" away and 90 degrees.

ASTM F 2631-07 STANDARD PRACTICE FOR INSTALLING CHAIN LINK FENCE FOR OUTDOOR SPORTS FIELDS, COURTS AND RECREATIONAL FACILITIES.

Specs are quite detailed for materials, sizes, heights, field sizes.

Sports included are: soccer, 6 & 8 man football, field hockey, lacrosse, rugby, handball, basketball, racquetball, badminton, volleyball, paddle tennis.

ASTM F 2656 07 STANDARD TEST METHOD FOR VEHICLE CRASH TESTING OF PERIMETER BARRIERS

UNIT PRICE SCHEDULES

ANTI-RAM SECURITY FENCE CRASH RATINGS:

- K-4 MP30 - 15,000# vehicle, 30 mph, < 36" penetration.
- K-8 MP40 - 15,000# vehicle, 40 mph, < 36" penetration.
- K-12 MP50/P1 - 15,000# vehicle, 50 mph, < 36" penetration.

ASTM F 2698-08 FENCES FOR SKATE PARKS

- 6.1 72" minimum height.
- 6.2 At least 50% visibility required.
- 6.3 2" ground clearance maximum.
- 6.4 Chain link - 2" mesh, 9 gage.
- 6.5 Welded wire mesh 2" X 2"
- 6.6 Ornamental and pick fences.
- 6.10 Access gates.
- 6.11 Grounding.
- 8. Safety and danger warning signs are required.

ASTM F 2699-08 FENCES FOR PUBLIC WATER SPRAY/PLAY AREAS

ASTM F 2780-09 EXPANDED METAL SECURITY FENCES AND BARRIERS

Detailed specifications are referenced, including:

- Crash Testing per ASTM F 2548.
- U.S. Department of Defense - UFC 4-010 Antiterrorism and UFC 4-020 Security Engineering Facilities.
- G.S.A. Site Security Design.
- ASCE - Design Loads - wind.

ASTM F 2781-09 TESTING FORCED ENTRY RESISTANCE FOR SECURITY FENCES

Provides standard methods to test a list of entry tools and time-to-breach various security fences. The threat levels are defined as:

- 1.1.1 Low Threat Level (L)
- 1.1.2 Medium Threat Level (M)
- 1.1.3 Aggressive Threat Level (A)

New report published by CLFMI (9/9/2010) followed this procedure and produced the following summarized results.

- 1. Mesh sizes smaller than 1" significantly increase penetration resistance times.
- 2. 1/2" mesh x 9 GA provides greater penetration resistance than 3/8" mesh x 11 GA.
- 3. 3/8" mesh x 11 GA and 1/2" mesh x 9 GA provide more penetration resistance than expanded metal panel fencing at Low Threat Levels.
- 4. 1/2" mesh x 9 GA provides more penetration resistance at a Low and Medium Threat Level than expanded metal panel fencing.
- 5. Unraveling of security grade chain link wire pickets with the fence under tension was deemed "not a practical means of penetration" during testing due to the excessive time required to pull and pry a wire for 2" x 6 GA fabric and 1" x 9 GA fabric. Unraveling was considered "not doable" for wire sizes of at least 11 GA with mesh sizes less than 1 inch.
- 6. Tunneling resistance increases significantly (11 minutes to 26 minutes) when burying security grade chain link fabric below ground and backfilling with stone and soil.

UNIT PRICE SCHEDULES

These findings are conclusive and can be used in the specification of security fencing based on anticipated threat levels and security personnel response times. For more information about security grade chain link fence, visit chainlinkinfo.org and see Security Fencing Guidelines.

| PENETRATION TEST 4' SQ. (Hole) | 3/8" Mesh x 11 Ga | 1/2" Mesh x 9 Ga |
|--|-------------------|------------------|
| Low: 1 man, hand tools | L 12.5 minutes. | L 10.9 minutes. |
| Medium: 2 man, battery operated power tools | M 1.8 minutes. | M 10.9 minutes. |
| Aggressive: 2 men, gas powered tools | A 7.0 minutes. | A 1.2 minutes. |

| TEST | 2" Mesh x 6 Ga | 1" Mesh x 9 Ga | 3/8" Mesh x 11 Ga. |
|------------------------|----------------|----------------|--------------------|
| Time to unravel | 10 minutes | 8 minutes | Not breached |

| TEST | No Buried Fence | Buried Fence |
|-----------------------------------|-----------------|--------------|
| Time to tunnel below grade | 11.1 minutes | 25.8 minutes |

2.0 REPAIR OF WELDED CHAIN LINK FABRICATIONS – Repair of pre-galvanized materials after welding.

ASTM A 780 Repair of Damaged and Uncoated Areas of Hot-Dip Galvanized Coatings. Uses zinc rich (65% zinc) paint, zinc solder or metalizing.

MIL P-15145 Repair of damaged coatings (galvanized) using a spray-on, zinc oxide dust paint. See the mfr.: "LPS brand Cold Galv." conforms to MIL P-46105, 26915A, and T-26433.

MIL P-21035 Repair of damaged coatings (galvanized). Two coats, same as above.

APWA 206-6.8 Repair of damaged coatings (galvanized) using the "Galv-a-loy" solder process.

S.C. EDISON Repair of damaged coatings (galvanized) using "Galvanox, Type 1", manufactured by Subox, Inc., Koppers Organic Zinc, or SCE approved equal.

LAUSD – Gal-Viz or Galvabar.

3.0 SECURITY FENCING GUIDELINES - CLMFI

This guideline, in its entirety can be found at:

<http://codewriters.com/asites/page.cfm?usr=clfma&pageid=887>

To summarize:

UNIT PRICE SCHEDULES

The various mesh sizes available in the three previously discussed gauges are listed in the order of their penetration resistance/security:

| | |
|--------------------------------|----------------------|
| A. Extremely high security | 3/8" mesh 11 gauge |
| B. Very high security | 1" mesh 9 gauge |
| C. High security | 1" mesh 11 gauge |
| D. Greater Industrial security | 2" mesh 6 gauge |
| E. Industrial security | 2" mesh 9 gauge |
| F. Commercial grade security | 2" mesh 11 gauge |
| G. Residential grade | 2 ¼" mesh 11 ½ gauge |

See **ASTM F 2781-09** above, for additional details.

4.0 ADDITIONAL RELATED SPECIFICATIONS

AASHTO M 181 –95 FEDERAL STATE HIGHWAY FENCE SPECIFICATION.

Note: Grade 2 is for SS-40.

APWA – 600 AMERICAN PUBLIC WORKS SPECIFICATION for chain link fences.

Cal-Trans M-80 CALIFORNIA DEPARTMENT OF TRANSPORTATION SPECIFICATION FOR FENCES.

CLFMI Chain Link Fence Manufacturers Institute – generally uses ASTM standards.

CLFMI – WLG 2445 Selection of Post Spacings with Wind Loading.

I.C.B.O. INL. CONFERENCE OF BUILDING OFFICIALS. Specifications for fasteners among other things.

U.B.C. Uniform Building Code and the CA edition – C.B.C.

F – 162 F.A.A. Specification for chain link fences.

Note that 162-1 is for SS-40.

AFH 32-1084 U.S. Air Force Specification for chain link fences.

| | |
|-----------------|---|
| U.F.C. 4-022-01 | Security Engr. Entry Control Facilities/Access Control Points |
| -02 | Selection and Application of Vehicle Barriers |
| -03 | Fences, Gates and Guard Facilities |
| 4-026-01 | Design to Resist Forced Entry |

TSA Pub. A-001 U.S. Dept. of Homeland Security, Security Guidelines for General Aviation Airports. May 2004. Very ambiguous, no details.

DOD 0-2000.12H Directive for AT/FP Program.

UNIT PRICE SCHEDULES

OPNAVINST 5530.14C. Navy Physical Security.

U.F.G.S. High-Security Fence and Gates, section: 32 31 15.53.

MUTCD – Manual on Uniform Traffic Control Devices, Section 2B.68 Gates.

Paragraph 2:

A gate typically features a gate arm that is moved from a vertical to a horizontal position or is rotated in a horizontal plane from parallel to traffic to perpendicular to traffic. Traffic is obstructed and required to stop when the gate arm is placed in a horizontal position perpendicular to traffic.

Another type of gate consists of a segment of fence (usually on rollers) that swings open and closed, or that is retracted to open and then extended to close.

Paragraph 3:

Gates are sometimes used to enforce a required stop. Some examples of such uses are the following:

A. Parking facility entrances and exits,

B. Private community entrances and exits,

C. Military base entrances and exits,

D. Toll plaza lanes,

E. Movable bridges (see Chapter 4J),

F. Automated Flagger Assistance Devices (see Chapter 6E), and

G. Grade crossings (see Part 8).

Paragraph 15:

Except as provided in Paragraph 16, rolling sections of fence, if used, shall include either a horizontal strip of retroreflectorized sheeting on both sides of the fence with vertical stripes alternately red and white at 16-inch intervals measured horizontally to simulate the appearance of a gate arm in the horizontal position, or one or more Type 4 object markers (see Section 2C.66), or both. If a horizontal strip of retroreflectorized sheeting is used, the bottom of the sheeting shall be located 3.5 to 4.5 feet above the roadway surface.

5.0 APWA – STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION **“GREEN BOOK” 2009 Edition**

Drawing – Standard Plan 600 –2 or 600-0 (Southern California Chapter)

Section 201 – Concrete For fence and guardrail post foundations.

Concrete: 201-1.1.2(A) Specifies Class 500-C-2500.

201-1.4.1 Allows hand mixing where machine mixing is impractical.

201-1.4.4 Hand Mixing is permitted for less than 1 cubic yard. Each batch not to exceed 1/3 cu. yd.

Section 206 – Miscellaneous Metal Items

206-6 Chain Link Fence

206-6.1 Materials – Class 1 or 1A for pipe and references ASTM F 1083

UNIT PRICE SCHEDULES

206-6.2 Posts, rails, braces and gates.

Fences < 6' high

Terminal and gate posts 2 3/8"

Line posts 1 7/8"

Fences >= 6' high

Terminal and gate posts 2 7/8"

Line posts 2 3/8"

Gate Posts

Single swing gates or double gates (two leaves)

<= 6' wide leaf x 5' h 2 3/8"

<= 6' wide leaf x 6' h 2 7/8"

<= 13' wide leaf 4" schedule 40 or 3 1/2" High Strength (Class 1A)

>13', <= 18' leaf 6 5/8"

> 18' leaf 8 5/8"

Slide gates >6' wide 4" "

Top Rail and Braces 1 5/8"

Gates

Frames 1 7/8"

Interior Braces 1 5/8"

206-6.3 Chain Link Fabric

206-6.3.1 Galvanized - ASTM A 392

5' high – 11 gage

>= 6' high 9 gage

206-6.3.2 PVC Coated

ASTM F668, Class 1 or Class 2.

206-6.4 Tension and Tie Wires.

7 gage Marcellled tension wire.

11 gage galvanized steel or 6 gage aluminum tie wires.

Tension bars 3/16" x 3/4".

206-6.5 Truss or Tension Rods – 3/8" diameter galvanized steel.

206-6.6 Fittings – galvanized steel.

206-6.7 Barb Wire – 4 point galvanized steel, 5" spacing.

206-6.8 Repair of Damaged Coatings – Galvabar or Zinc Dust Paint per below:

Section 210 Paint and Protective Coatings

210-3.5 Repair of Damaged Zinc Coatings

210-3.5.3 Zinc Dust Paint per ASTM A780 – 90% minimum zinc by weight.

210-3.5.4 Zinc Based Solders per ASTM A 780 – minimum 5 mils thickness.

Section 304 Metal Fabrication and Construction

304-3.2 Chain Link Fence

Footings

5' high fence

Line posts 30" deep x 8" diameter

>= 6' high fence

Line posts 36" deep x 8" diameter

All others per plans or

36" deep x 12" diameter, minimum.

UNIT PRICE SCHEDULES

6.0 FEDERAL SPECS: RR-F-191, AMMEMDED 2008

General – All military specifications include the “By America Act”, requiring all domestic materials. Where schedule 40 pipe is shown, you can substitute SS-40, if available, *unless noted otherwise*.

RR-F-191/1E CHAIN LINK FENCE FABRIC

1.2 Classifications

- Type I – Zinc coated steel. 1.2 oz
- Type II – Aluminum coated steel
- Type III – Aluminum alloy
- Type IV – PVC coated over zinc or aluminum
Only ASTM F 668, Class 2b qualifies.

Mesh Sizes

- 1”, 9 and 11 gage.
- 1 ¾”, all gages.
- 2”, all gages.
- 2 1/8”, all gages.

Wire Gages

- 11 gage - .120”
- 9 gage - .148”
- 6 gage - .192”

Fabric Height

- 36”, 42”, 48”, 60”, 72”, 84”, 96”, 120”, and 144”.

3.10 Selvage

- (a) <= 60” high, 2” mesh, K-K (knuckle-knuckle)
 - (b) > 60” high, 2’ mesh, T-K (twisted top)
 - (c) All 1” and 1 ¾” mesh, K-K
- Unless specified otherwise.

3.3 Wire diameter is always “core” diameter.

3.7 Type IV. PVC coated. Minimum is .0007”.

6.2 Zinc –coated, 1.2 oz per sq. ft., or 2.0 mils.

RR-F-191/2E CHAIN LINK GATES

1.2 Classifications

- Type I – Single swing.
- Type II – Double swing.
- Type III – Single cantilever sliding or wheel sliding. (Verify gate frame sizes).
- Type IV – Double cantilvever or wheel sliding. “
- Type V – Single overhead sliding.

UNIT PRICE SCHEDULES

Type VI – Double overhead sliding.

Type VII – Vertical lift.

Type VIII – Special.

- 3.2.1 Frames can be pregalv with shop cold zinc touchup unless noted otherwise.
- 3.2.2 Colored gate frames can be shop welded and touch-up with matching spray paint.
- 3.4 Barb wire top. Extend frames 1', use 3 strands.

RR-F-191/3E CHAIN LINK POSTS, RAILS, FRAMES

1.2 Classifications

Class 1 – steel pipe

Grade A – hot dipped, 1.8 oz.

Grade B – hot dipped or sprayed, .9 oz. Per (3.4.1), it also must be over-coated with clear acrylic or polyester and the inside must also be protected.

Sizes – the wall thickness shown is for “SS-40”. Check plans to verify if “only full-weight” is shown.

SP1 – 1 5/8” x 0.111” wall thickness (“SS 40” or full weight)

SP2 – 1 7/8” x 0.12”

SP3 – 2 3/8” x 0.13”

SP4 - 2 7/8” x 0.16”

SP5 – 4” x 0.226”

SP6 – 6 5/8” x 0.28”

SP7 – 8 5/8” x 0.322”

Other classes are not listed here. They cover square, aluminum, “C” and “H” section posts.

3.0 Requirements

3.1 Zinc coating, unless otherwise noted, all steel material shall be (Grade A) 1.8 oz of zinc, inside and out.

3.4.1 Class 1 steel pipe, grades A and B.

Schedule 40 must conform to ASTM F 1083.

“SS-40” must be 50,000 psi – minimum yield strength (this is standard).

3.5 Posts (Table I)

| Post Type | Fabric Heights | Size |
|-----------|----------------|--------|
| Terminal | <= 6 ft | 2 3/8” |
| | > 6 ft | 2 7/8” |
| Line | <= 6 ft | 1 7/8” |
| | >6, <= 8 ft | 2 3/8” |
| | >8 ft | 2 7/8” |
| Gate | Leaf Width | |
| | <=6 ft | 2 7/8” |
| | <=13 ft | 4” |
| | <=18 ft | 6 5/8” |
| | <=23 ft | 8 5/8” |

UNIT PRICE SCHEDULES

- 3.6 Top rails – see drawings or ordering info.
- 3.6.2 Braces
 - If no top rail – must brace gates and terminals.
 - If ≥ 6 ft high, braces must be included. 5/16" truss rod and tightener.
 - If >9 ft high, double braces must be included.

RR-F-191/4E CHAIN LINK FENCE ACCESSORIES

- 3.2 Zinc coating. All steel items, minimum of 1.2 oz.
- 3.3 Color. If specified, see previous.
- 3.4 Pressed steel is allowed.
- 3.4.4 Wire ties – 15" spacing for line posts. 24" spacing for top rail or for hog-rings. If hog-rings, size \Rightarrow fabric size and material.
- 3.4.5 Brace and tension bands – 3/4" wide by .1" thk, 15" spacing.
- 3.4.6 Tension bars
 - For 1 3/4" and 2" fabric – 3/4" x 3/16".
 - For 1" mesh, 3/8" x 3/16" or equal cross section ($\geq .0703$ sq. in).
- 3.4.7 Tension wire must be used if no top rail. Marcellled. Bottom always. 7 gage .177" core dia. 1.2 oz.
- 4.4.3 Barb arms – must withstand a vertical load on the end of 250#.

GATES

Section 142.3 California Labor Code, 11-22-2007. General Industrial Safety Orders/Horizontal Sliding Gates.

S3324 Horizontal Sliding Gates.

- (a) Must be equipped with positive stops or devices that limit the gate travel to the designed fully open and closed positions.
- (b) These stops shall be constructed, installed and maintained by a qualified person to resist impact loads in order to safely contain sliding gate components within the designed stop limits.
- (c) Employees responsible for operating or inspecting the gates shall be instructed in the safe operation of such gates.
- (d) Repairs to gate hardware shall only be performed by a qualified person.

ORNAMENTAL METAL

1.0 GENERAL SPECIFICATIONS

ASTM A 702-89 SPECIFICATION FOR WROUGHT IRON

ASTM F 900-05 COMMERCIAL AND INDUSTRIAL SWING GATES

Post footing – see ASTM F 567.

Automated Vehicle Gates – see ASTM F 2200.

Fabrication:

Gates $\leq 6'$ high – 1 1/2" sq TS frame, 1.84 #/ft, minimum (11 gage).

Gates $> 6'$ high – 2" sq TS frame, 2.52 #/ft, minimum (11 gage).

UNIT PRICE SCHEDULES

ASTM F 1908-98 RESIDENTIAL OUTDOOR SWIMMING POOL FENCES –See details, above.

ASTM F 2049-09b FENCES FOR COMMERCIAL, PUBLIC AND MULTI-FAMILY PLAY AREAS – See details above in Chain Link.

ASTM F 2408-09 ORNAMENTAL FENCES USING GALVANIZED STEEL PICKETS

5.1 Tubular picket fences shall be galvanized before or after forming by the hot-dip process.

5.1.1 Galvanized after forming – minimum .3 oz/sq. ft. outside, and .3 mils interior.

5.1.2 Materials.

G-90 coating is also acceptable - .9 oz/ft².

Sizes:

| <u>Application</u> | <u>Component</u> | <u>Cross Section</u> | <u>Wall thknss.</u> |
|--------------------|------------------|----------------------|---------------------|
| Residential | Picket | 5/8" x 5/8 " | 18 ga. |
| | Rail | 1" x 1" | 18 ga. |
| | Post | 2" x 2 " | 16 ga. |
| Light Ind. (Comm.) | Picket | 3/4" x 3/4 " | 16 ga. |
| | Rail | 1 3/8" x 1 1/2" | 14 ga. |
| | Or | 1 1/2" x 1 1/2" | |
| | Post | 2 1/2" x 2 1/2 " | 14 ga. |
| Industrial | Picket | 1" x 1 " | 16 ga. |
| | Rail | 1 3/8" x 1 1/2" | 14 ga. |
| | Or | 1 1/2" x 1 1/2" | |
| | Post | 3" x 3 " | 12 ga. |

Material Coatings

Industrial or Commercial, hot-dip coating minimum .9 oz/sq.ft or G-90.

Residential - minimum .6oz./sq.ft or G-60.

5.2.1 Polyester or epoxy – minimum 3 mils. Polyolefin – 7 mils. PVC – 10 mils.

8.1 Structural testing is also identified. Expensive.

ASTM F 2453/F2453M – 05 (NEW) WELDED WIRE MESH FABRIC <= 6 in². IN PANELS OR ROLLS. UNIFORM MESHES.

4.1.1 Type 1 – pregalvanized wire, welded wire mesh.

4.1.2 Type 2 – galvanized after weaving and welding.

4.1.3 Type 3 – 5% zinc aluminum-mischmetal.

4.1.4 Type 4 – uses zinc coated wire.

4.1.5 Polymer coated Type 1 or Type 2.

For mesh made in panels – see Table 1 and for mesh made in rolls – see Table 2.

Table 1 – Mesh in panels.

Vertical Spacing – 1/2" and 2" using 6 1/2 - 11 gage wire.

Horizontal Spacing – 2" and 3".

Table 2 – Mesh in rolls.

Vertical Spacing – 1" through 3" using 6 1/2 - 12 gage wire.

Horizontal Spacing – 1/2" though 2.4".

12. Also specifies testing. Expensive.

UNIT PRICE SCHEDULES

ASTM F 2548-06 (NEW) EXPANDED METAL FENCE SYSTEMS FOR SECURITY PURPOSES.

4.1 Materials must meet ASTM F 1267

4.2.1 Type 1 – Expanded metal mesh.

4.2.2 Type 2 – Expanded and flattened metal mesh.

4.3.1 Class 1 – uncoated.

4.3.2 Class 2 – hot dip zinc coated.

4.3.3 Class 3 – corrosion resisting steel.

Specs include: diamond orientation, gage, panel size, framework, gates, fittings, anti-climb and below grade tunneling prevention and wind load caution.

ASTM F 2598-06 ORNAMENTAL FENCES USING STEEL PICKETS

4.1 Tubular picket fences shall be made from ASTM A 500 or A501 steel with a minimum yield strength of 45,000 psi.

4.2 Organic Coating Materials.

4.2.1 Powder coatings, any of the following:

Polyester or polyester and epoxy – minimum 3 mils.

Polyolefin elastomer – minimum 7 mils.

PVC – minimum 10 mils.

4.2.2 Wet coatings (painted), any of the following, in a two-coat process:

One coat epoxy, polyester or polyurethane primer and,

One coat polyester, polyurethane or acrylic finish, to a minimum combined thickness of 2 mils.

5.1.1 Material Sizes:

| Application | Component | Cross Section | Wall thkness. |
|--------------------|-----------|------------------|---------------|
| Residential | Picket | 5/8" x 5/8 " | 18 ga. |
| | Rail | 1" x 1" | 18 ga. |
| | Post | 2" x 2 " | 16 ga. |
| Light Ind. (Comm.) | Picket | 3/4" x 3/4 " | 16 ga. |
| | Rail | 1 3/8" x 1 1/2" | 14 ga. |
| | Or | 1 1/2" x 1 1/2" | |
| | Post | 2 1/2" x 2 1/2 " | 14 ga. |
| Industrial | Picket | 1" x 1 " | 16 ga. |
| | Rail | 1 3/8" x 1 1/2" | 14 ga. |
| | Or | 1 1/2" x 1 1/2" | |
| | Post | 3" x 3 " | 12 ga. |

7. Structural testing is required – expensive.

ASTM F 2656-07 STANDARD TEST METHOD FOR VEHICLE CRASH TESTING OF PERIMETER BARRIERS

ANTI-RAM SECURITY FENCE CRASH RATINGS:

K-4 MP30 - 15,000# vehicle, 30 mph, < 36" penetration.

K-8 MP40 - 15,000# vehicle, 40 mph, < 36" penetration.

K-12 MP50/P1 – 15,000# vehicle, 50 mph, < 36" penetration.

UNIT PRICE SCHEDULES

2.0 ADDITIONAL SPECIFICATIONS

Preparation of steel surfaces prior to painting or coating.

SSPC-SP 1 SOLVENT CLEANING OF STEEL SURFACES – Standard shop practice.

SSPC-CP 2 CLEANING WITH HAND TOOLS – additional shop labor required.

SSPC-CP 3 CLEANING WITH POWER TOOLS – additional, greater shop labor required.

SSPC-CP 5 and beyond – outside subcontract cleaning and coating.

3.0 FENCE CRASH RATINGS

SD-STD-02.01 U.S. Department of State, Federal Crash Ratings.

K 4 – 30 mph, 15,000 # vehicle, penetration < 1 meter.

K 8 – 40 mph.

K 12 – 50 mph.

WOOD AND RELATED MATERIALS

ASTM F 537-01 (2007) DESIGN, FABRICATION AND INSTALLATION OF WOOD FENCES

4. Fence Types.

4.2 Type I – Rail fences.

4.3 Type II – Board fences.

4.4 Type III – Picket fences.

4.5 Type IV – Solid panel fences.

5. See Standard Tables 1-8 for materials by species, specifications, grading, classifications.

8. Species of Wood. See Tables 9-11 for general properties comparisons for softwoods and hardwoods.

11.5 Post footings – see Table 14 for hole sizes.

11.6 Metal Posts.

11.7 Fasteners. See Table 15 for type and length.

12. Finishes on wood fences.

ASTM F 1908-98 RESIDENTIAL OUTDOOR SWIMMING POOL FENCES-See above.

PVC FENCES (RIGID POLY VINYL CHLORIDE)

ASTM F 964-09 RIGID POLY (PVC) EXTERIOR PROFILES FOR FENCES AND RAILS
Dimensional, physical, structural and other performance requirements.

ASTM F 1999-00 (06) INSTALLING PVC FENCES

7.1.1 Post holes. Diameter - 4" greater than largest cross-section of the post.

Depth – 24" minimum plus 3" per foot of height over 4'.

7.1.2 Add 6" to depth in frost/freeze zones.

UNIT PRICE SCHEDULES

WELDED AND EXPANDED WIRE MESH

ASTM F 2453 & 2453 M-06 WELDED WIRE MESH AND COATED MESHES,
For 6" square or less, uniform panels.

- 4.1.1 Type 1 is zinc coated GBW (galvanized before welding).
- 4.1.2 Type 2 is GAW.
- 4.1.3 Type 3 is Zinc-5% coated aluminum mischmetal alloy.
- 4.1.4 Type 4 is zinc coated is GBW, polymer coated.

ASTM F 2548-06 EXPANDED METAL MESH SYSTEM FOR SECURITY PURPOSES.

- 4.2 Type.
- 4.2.1 Type 1 – expanded.
- 4.2.2 Type 2 – expanded and flattened.
- 4.3 Class.
- 4.3.1 Class 1 – uncoated.
- 4.3.2 Class 2 – hot dip coated.
- 4.3.3 Class 3 – corrosion resistant steel.

ALSO SEE CHAIN LINK SPEC SECTION FOR ADDITIONAL DETAILS

AUTOMATION SYSTEMS

1.0 GENERAL SPECIFICATIONS

ASTM F 2200-05 CONSTRUCTION OF AUTOMATED VEHICLE GATES

- 3.3 Class I Gate – residential automated gate for 1-4 single family dwellings.
- 3.4 Class II Gate – for commercial and multi-family housing (5 or more).
- 3.5 Class III Gate – for industrial buildings, not intended for the general public.
- 3.6 Class IV Gate – for guard controlled gates, (visible, manual control only – pushbuttons).
- 4.2 Gates shall be designed and constructed to not fall over more than 45 degrees when detached from the supporting hardware. (Design assumptions – roll gate with ground wheel and roller guide wheels are “gone”. Gate safety post and/or gate hook framework prevents “fall-over” and gate stops prevent gate from going beyond the welded gate stops. “Worst-case scenario” is: gate tries to pivot and fall over in the closed position.
- 4.4 Minimum height for barbed tape is 8’. Per ASTM F 1911-05, the bottom of the coil shall be, at minimum 7’.
- 4.5 Minimum height for barbed wire is 6’ above grade.
- 4.7 No gate latches on automated gates.
- 4.8.6 Bottom gate retainers shall be allowed on Class IV applications.
- 4.9 Gate movement shall not be initiated by gravity when the automatic gate operator is disconnected.
- 4.10 Pedestrian gates shall not be incorporated into a vehicular gate.
- 5.0 Any non-automated gate shall comply with these standards when automated.
- 6. Vehicle Horizontal Slide Gates.
 - 6.1 For Class I through III
 - 6.1.1 All weight bearing, exposed rollers shall be guarded or covered up to 8’ above grade.

UNIT PRICE SCHEDULES

- 6.1.2 All exposed openings shall be limited to 2 ¼” up to 48” above grade.
- 6.1.3 All exposed openings shall be limited to 4” above 48” above grade.
- 6.1.4 Gaps shall be as in 6.1.2, above.
- 6.1.5 Positive stops shall be required.
- 6.1.6 Gates shall enter a receiver stop.
- 6.1.6.1 Gates shall be recessed behind the leading edge of the receiver post.
- 7. Vehicle Swing Gates.
- 7.1 For Class I through III
- 7.1.1 No entrapment area allowed between the gate and supporting structure.
- 7.1.1.1 Gaps shall not exceed 4” unless...
- 7.1.1.2 they exceed 16”.

UL-325 MIMIMUM REQUIREMENTS FOR AUTOMATED VEHICLE GATES

Swing gates: see A-1 Standard Drawing UL-325SW.

Roll gates: see A-1 Standard Drawing UL-325RL.

POST FOOTINGS

ASTM C 33 ROCK (In concrete mix) As standard, we use rock that meets this specification.

ASTM C 150 CEMENT As standard, we use Type II / V Cement for post footings. 2500 psi.

ASTM C1107 M - 08 STANDARD SPECIFICATION FOR PACKAGED DRY, HYDRAULIC-CEMENT GROUT (NONSHRINK)

ASTM C 1600 RAPID HARDENING HYDRAULIC CEMENT

If needed, the mix design for this is ASTM C 928.

“Por Rok” is one of many brand named rapid hardening hydraulic cements.

ASTM F 567-07 FOOTING SIZE For size of post footings, see above details.

APWA “GREEN BOOK” 2009 Edition

Concrete: 201-1.1.2(A) Specifies Class 500-C-2500.

201-1.4.1 Allows hand mixing where machine mixing is impractical.

201-1.4.4 Hand Mixing is permitted for less than 1 cubic yard. Each batch not to exceed 1/3 cu. yd.

***Notice:** This information is subject to change without notice. It is offered without consideration for the exclusive benefit of the customer. Duplication or copying of this information is strictly prohibited.*

UNIT PRICE SCHEDULES

| FENCING | | | |
|----------------------------|---|------------|--------------|
| Product Description | | UOM | Price |
| Steel Fencing | 2 Rail Flush Steel FB3:D20+B3:D20encing 3' H; 5/8"W Picket, 3-11/16" Picket Spacing, Black, 2"x2" Post with Pressed Cap | Foot | \$86.67 |
| Steel Fencing | 2 Rail Flush Steel Fencing 4' H; 5/8"W Picket, 3-11/16" Picket Spacing, Black, 2"x2" Post with Pressed Cap | Foot | \$93.33 |
| Steel Fencing | 2 Rail Flush Steel Fencing 5' H; 5/8"W Picket, 3-11/16" Picket Spacing, Black, 2"x2" Post with Pressed Cap | Foot | \$100.00 |
| Steel Fencing | 2 Rail Flush Steel Fencing 6' H; 5/8"W Picket, 3-11/16" Picket Spacing, Black, 2"x2" Post with Pressed Cap | Foot | \$110.00 |
| Steel Fencing | 2 Rail Flush Steel Fencing 8' H; 5/8"W Picket, 3-11/16" Picket Spacing, Black, 2"x2" Post with Pressed Cap | Foot | \$130.00 |
| Steel Fencing | Gates Self Closing with Panic Bars - Single up to 5' W | Each | \$2,916.67 |
| Steel Fencing | Gates Self Closing with Panic Bars - Double up to 12' W | Each | \$7,016.67 |
| Chain Link Fencing | 9GA Chain Link with Top Rail; 3' H, Top Rail, Galvan, Pressed Cap | Foot | \$80.00 |
| Chain Link Fencing | 9GA Chain Link with Top Rail; 4' H, Top Rail, Galvan, Pressed Cap | Foot | \$85.00 |
| Chain Link Fencing | 9GA Chain Link with Top Rail; 5' H, Top Rail, Galvan, Pressed Cap | Foot | \$88.33 |
| Chain Link Fencing | 9GA Chain Link with Top Rail; 6' H, Top Rail, Galvan, Pressed Cap | Foot | \$90.00 |
| Chain Link Fencing | 9GA Chain Link with Top Rail; 8' H, Top Rail, Galvan, Pressed Cap | Foot | \$111.67 |
| Chain Link Fencing | Gates Self Closing with Panic Bars - Single up to 5' W | Each | \$2,666.67 |
| Chain Link Fencing | Gates Self Closing with Panic Bars - Double up to 12' W | Each | \$6,916.67 |
| Chain Link Fencing | Core Drill or Plate on Concrete Add | Foot | \$15.00 |
| Chain Link Fencing | Core Drill or Plate on Asphalt Add | Foot | \$10.00 |

SPECIFICATIONS

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SPECIFICATIONS

SYNTHETIC TURF

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Synthetic Grass Surfacing

***For Information Only**

1. General
 - 1.1. This is a general installation specification based on standard application.
 - 1.2. Note that project sites will vary from site to site.
2. Summary
 - 2.1. Furnish all labor, materials, tools, and equipment necessary to install synthetic grass surfacing system as indicated on the plans and as specified herein; including components and accessories required for a complete installation, including but not limited to:
 - 2.1.1. Acceptance of prepared sub-base
 - 2.1.2. Coordination with related trades to ensure a complete, integrated, and timely installation
 - 2.1.3. Aggregate base course, sub-base material (tested for permeability), grading, and compacting
 - 2.1.4. Piping and drain components (when requires) as provided under its respective trade section
3. Reference Standards
 - 3.1. ASTM – American Society for Testing and Materials
 - 3.2. D1577 – Standard test method for linear density of textile fiber
 - 3.3. D5848 – Standard Test Method for mass per unit area of pile yarn floor covering
 - 3.4. D1338 – Standard test method for tuft bind of pile yarn floor covering
 - 3.5. D1682 – Standard test method for breaking load and elongation of textile fabrics
 - 3.6. D5034 – Standard test method of breaking strength and elongation of textile fabrics (grab test)
 - 3.7. D4491 – Standard test methods for water permeability of geotextiles by permittivity
 - 3.8. D2859 – Standard test method for ignition characteristics of finished textile floor covering materials
4. Performance Requirements
 - 4.1. Completed synthetic grass surfacing system shall be cable of meeting the following performance requirements:
 - 4.1.1. ASTM D4491: Water permeability test wherein synthetic grass surface drains at a rate of 250 inches or more of water per hour
 - 4.1.2. ASTM D1338: Tuft bind wherein synthetic grass surfacing shall have a tuft bind without infill material of 8 pounds or more
5. Submittals
 - 5.1. Substitutions are acceptable if they are in compliance with all requirements of these specifications.
 - 5.1.1. Submit alternate products to the architect for approval prior to bidding in accordance with Section 01 25 13 Product Substitution Procedures.
 - 5.1.2. Provide substantiation that proposed system does not violate any other manufacturer's patents, patents allowed or patents pending.
 - 5.1.3. Provide a sample copy of insured, non-prorated warranty and insurance policy information.
 - 5.2. Comply with Section 01 33 00 Submittals Procedures and submit for approval prior to fabrication.
 - 5.3. Product Data:
 - 5.3.1. Submit manufacturer's catalog cuts, material safety data sheets (MSDS), brochures, specifications, installation instructions, and recommendations.
 - 5.3.2. Submit fiber manufacturer's name, type of fiber and composition of fiber.
 - 5.3.3. Submit data in sufficient detail to indicate compliance with the contract documents.
 - 5.3.4. Submit manufacturer's instructions for installation.
 - 5.4. Submit samples that illustrate details of the finished product in amounts as required by General Requirements or as requested by the architect.

- 5.5. Submit a list of existing installations that include the respective Owner's representative and telephone number.
 - 5.6. Submit warranty and ensure that forms have been completed in Owner's name and registered with approved manufacturer.
6. Quality Assurance
 - 6.1. Comply with Section 01 43 00 Quality Assurance.
 - 6.2. Manufacturer Qualifications
 - 6.2.1. Engaged in manufacturing synthetic grass surfacing products for a minimum of 15 years.
 - 6.2.2. Experienced in the manufacturing and installation of specified type of synthetic grass surfacing system, including the use of spined monofilament fiber, backing, backing coating, and installation method.
 - 6.2.3. Own and operate its own manufacturing plant.
 - 6.2.4. Manufacturing the fiber, tufting the fibers into the backing, and coating the synthetic grass system must be done in-house by the manufacturer.
 - 6.2.5. Must hold ISO 9001, ISO 14001 and OHSAS 18001 certifications demonstrating its manufacturing efficiency with regards to quality, environment, and safety management systems.
 - 6.3. Installer / Contractor Qualifications
 - 6.3.1. Company shall specialize in performing the work of this section.
 - 6.3.2. Company shall provide competent workmen skilled in this specific type of synthetic grass system installation.
 - 6.3.3. The designated supervisory personnel on the project shall be certified in writing by the manufacturer as competent in the installation of specified type of synthetic grass system, including gluing seams and prior installation of infill mixture.
 - 6.3.4. Company shall be certified by the manufacturer and licensed (if required).
 - 6.4. Pre-Installation Conference
 - 6.4.1. Conduct conference at the project site at a time to be determined by the architect.
 - 6.4.2. Arrange for the attendance of installers affected by the work, the owner's representative and the architect.
 - 6.4.2.1. Review methods and procedures related to installation including, but limited to, inspection and discussion of existing conditions and preparatory work performed under other contracts.
 - 6.5. The installer / contractor shall verify special conditions required for the installation of the synthetic grass system, if required.
 - 6.6. The installer / contractor shall notify the architect of any discrepancies.
 7. Delivery, Storage, and Handling
 - 7.1. Comply with Section 01 60 00 Product Requirements.
 - 7.2. Deliver and store components with labels intact and legible.
 - 7.3. Store materials and components in a secure manner, under cover and elevated above grade.
 - 7.4. Protect from damage during storage, handling, installation and by other trades.
 - 7.5. Inspect all delivered materials and products to ensure they are undamaged and in good condition.
 8. Sequencing and Scheduling
 - 8.1. Coordinate the work with installation of related trades as the project proceeds.
 - 8.2. Sequence the work in a manner to prevent deterioration of the installed system.
 9. Warranty
 - 9.1. See Section 01 78 00 Closeout Submittals for additional warranty requirements.

- 9.2. The installer / contractor shall provide a warranty to the owner that covers defects in materials and workmanship of the synthetic grass product for a period of eight (8) years from the date of substantial completion.
 - 9.3. The synthetic grass manufacturer must verify that its representative has inspected the installation and that the work conforms to the manufacturer's requirements.
 - 9.4. The manufacturer's warranty shall include general wear and damage caused from UV degradation.
 - 9.5. The warranty shall specifically exclude vandalism, acts of God beyond the control of the owner or manufacturer.
 - 9.6. The warranty shall be fully third party insured: pre-paid for the entire 8 year term and be non- prorated.
 - 9.7. The installer / contractor shall provide a warranty to the owner that covers defects in the installation workmanship, and further warrant that the installation was done in accordance with both the manufacture's recommendations and any written directives of the manufacturer's representative.
 - 9.8. The insurance policy must be underwritten by an "AM Best" A rated carrier and must reflect the following values:
 - 9.8.1. Pre-paid 8 year insured warranty.
 - 9.8.2. Maximum per claim coverage amount of \$32,000,000.
 - 9.8.3. Minimum of thirty-two million dollar (\$32,000,000) annual aggregate.
 - 9.8.4. Must cover full 100% replacement value of the total square footage installed.
 - 9.8.5. Policies that include self-insurance or self-retention clauses shall not be considered.
 - 9.8.6. Policy cannot include any form of deductible amount.
 - 9.8.7. A sample policy must be provided at the time of bid to prove that the policy is in force.
 - 9.8.8. A letter from an agent or a sample Certificate of Insurance will not be acceptable.
10. Materials and Products
- 10.1. Synthetic grass surfacing system shall consist of the following:
 - 10.1.1. Synthetic grass made of spined monofilament polyethylene fibers tufted into a fibrous, non-perforated, porous backing.
 - 10.1.2. Infill shall be graded dust-free silica sand that partially covers the synthetic grass.
 - 10.1.3. Graded dust-free acrylic coated silica sand may be substituted for silica sand as requested by the architect.
 - 10.1.4. Glue, thread, seam fabric, and other materials used to install and mark the synthetic grass.
 - 10.2. Synthetic grass surfacing system shall have the following properties:
 - 10.2.1. ASTM D1577 Fiber Denier: 9000
 - 10.2.2. ASTM D1577 Secondary Fiber Denier: 5000
 - 10.2.3. ASTM D5823 Pile Height: 1.625"
 - 10.2.4. ASTM D5793 Stitch Gauge: 3/8"
 - 10.2.5. ASTM D5848 Pile Weight: 55 oz/square yard
 - 10.2.6. ASTM D5848 Primary Backing: 7 oz/square yard
 - 10.2.7. ASTM D5848 Secondary Backing: 22 oz/square yard
 - 10.2.8. ASTM D5848 Total Weight: 84 oz/square yard
 - 10.2.9. ASTM D1338 Tuft Bind (Without Infill): 8+ pounds
 - 10.2.10. ASTM D4491 Tuft Permeability: 250 inches/hour
 - 10.2.11. Infill Material Depth: one inch (1")
 - 10.2.12. Infill Component: 2.75 pounds/square foot
 - 10.2.13. Total Product Weight: 480 oz/square yard

- 10.3. Synthetic grass surfacing product shall consist of spined monofilament fibers and texturized monofilament fibers tufted into a primary backing with a secondary backing.
 - 10.4. Backing
 - 10.4.1. Primary backing shall be a double-layered polypropylene fabric treated with UV inhibitors.
 - 10.4.2. Secondary backing shall consist of an application of porous urethane to permanently lock the fiber tufts in place. Perforated (with punched holes) backed turf is unacceptable.
 - 10.4.3. Turf with attached scrim in lieu of porous urethane is unacceptable.
 - 10.5. Fiber shall be 9000 denier, low friction, and UV-resistant fiber measuring not less than 1.625 inches high.
 - 10.6. Infill material shall be approved by the manufacturer.
 - 10.6.1. Infill shall consist of graded dust-free silica sand.
 - 10.6.2. Graded dust-free acrylic coated silica sand may be substituted for silica sand as requested by the architect.
 - 10.7. Glue and seaming fabric for the seaming of synthetic grass shall be as recommended by the synthetic grass manufacturer.
11. Quality Control In Manufacturing
- 11.1. The manufacturer shall own and operate its own manufacturing plant in North America.
 - 11.2. Both tufting of fibers into the backing materials and coating of the turf system must be done in-house by the synthetic grass manufacturer – outsourcing of either is unacceptable.
 - 11.3. The manufacturer shall have full-time certified in-house inspectors at their manufacturing plant that are experts with industry standards.
 - 11.4. The manufacturer's full-time in-house certified inspectors shall perform pre-tufting fiber testing on tensile strength, elongation, tenacity, and denier upon receipt of fiber spools from fiber manufacturer.
 - 11.5. Primary backing shall be inspected by the manufacturer's full-time certified in-house inspectors before tufting begins.
 - 11.6. The manufacturer's full-time in-house certified inspectors shall verify "pick count", yarn density in relation to the backing to ensure the accurate amount of face yarn per square inch.
 - 11.7. The manufacturer's full-time, in-house, certified inspectors shall perform product inspections at all levels of production including during the tufting process and at the final stages before the synthetic grass is loaded onto the truck for delivery.
 - 11.8. The manufacturer shall have its own in-house laboratory where samples of synthetic grass are retained and analyzed based on standard industry tests, performed by full-time, in-house, certified inspectors.
12. Examination
- 12.1. Verify that all sub-base leveling is complete prior to installation.
 - 12.2. Installer / contractor shall examine the surface to receive the synthetic grass and accept the sub-base planarity in writing prior to the beginning of installation.
 - 12.2.1. Acceptance is dependent upon the owner's test results indicating compaction and planarity are in compliance with the manufacturer's specifications.
 - 12.2.2. The surface shall be accepted by the installer as "clean" as installation commences and shall be maintained in that condition throughout the process.
 - 12.3. Compaction of the aggregate base shall be 95%, in accordance with ASTM D1557 Modified Proctor Procedure and the surface tolerance shall not exceed 0 – ¼" over 10 feet and 0 – ½" from design grade.
 - 12.4. Correct conditions that are detrimental to timely and proper completion of work.
 - 12.5. Do not proceed until unsatisfactory conditions are corrected.

12.6. Beginning installation means acceptance of existing conditions.

13. Preparation

- 13.1. Inspect the sub-base for tolerance to grade prior to the beginning of installation.
- 13.2. Sub-base acceptance shall be subject to receipt of test results (by others) for compaction and planarity that sub-base is in compliance with manufacturer's specifications and recommendations.
- 13.3. When requested by the architect, installed sub-base shall be tested for porosity prior to the installation of the synthetic grass system.
- 13.4. A sub-base that drains poorly is an unacceptable substrate.

14. Installation

- 14.1. The installation shall be performed in full compliance with approved shop drawings.
- 14.2. Only trained technicians skilled in the installation of synthetic grass systems working under the direct supervision of the approved installer supervisors shall undertake any cutting, sewing, gluing, shearing, top-dressing or brushing operations.
- 14.3. The designated supervisory personnel on the project must be certified in writing by the manufacturer as competent in the installation of this material, including gluing seams and proper installation of the infill mixture.
- 14.4. Install at location(s) indicated to comply with final shop drawings and/or manufacturer's/installer's instructions.
- 14.5. Installer / contractor shall strictly adhere to specified procedures.
 - 14.5.1. Any variance from these requirements shall be provided in writing by the manufacturer's on-site representative and submitted to the architect and / or owner verifying that the changes do not in any way affect the warranty.
 - 14.5.2. Infill materials shall be approved by the manufacturer and installed in accordance with the manufacturer's standard procedures.
- 14.6. Synthetic grass system shall be installed directly over the properly prepared aggregate base.
 - 14.6.1. Extreme care shall be taken to avoid disturbing the aggregate base, both in regard to compaction and planarity.
 - 14.6.2. Repair and properly compact any disturbed areas of the aggregate base as recommended by the manufacturer.
 - 14.6.3. Seams shall be flat, tight, and permanent with no separation or fraying.
- 14.7. Installation of Infill Materials
 - 14.7.1. Infill materials shall be applied in thin lifts.
 - 14.7.2. The turf shall be brushed as the mixture is applied.
 - 14.7.3. The infill material shall be installed to a depth determined by the manufacturer.
 - 14.7.4. Infill material shall be installed in a systematic order.
 - 14.7.5. Infill materials shall be installed to fill the voids between the fibers and allow the fibers to remain vertical and non-directional.
 - 14.7.6. Infill installation consists of graded dust-free silica sand.
 - 14.7.7. Graded dust-free acrylic coated silica sand may be substituted for silica sand as requested by the architect.
 - 14.7.8. Infill materials shall be installed to a depth of 1".
 - 14.7.9. Infill density shall consist of 2.75 pounds of graded silica sand per square foot.
 - 14.7.10. Infill shall be placed so that there is a void of 0.625" to the top of the fibers.
 - 14.7.11. Installer / contractor shall keep the area clean throughout the project and clear of debris.
 - 14.7.12. Upon completion of the installation, the finished project shall be inspected by the installation crew and an installation supervisor.

15. Protection

- 15.1. Protect completed synthetic grass surfacing system throughout the construction

process until the project is completed.

16. Synthetic Grass Notes

16.1. Synthetic grass styles and types vary in their construction, materials, and composites; therefore the application of such materials will vary in the same degree.

16.2. It is a requirement of this bid that those who participate must follow the manufacturers' installation requirements as they are written for each specific product.

16.3. Deviation from such instruction shall be the responsibility of the contractor.

Playground / Landscape Heavy Use Specifications 1 – 6

1. Specification #1

| Property | Value | Description | ASTM |
|--------------------------|--------------------------------|------------------------------------|------------|
| Pile Yarn Type | UV-Resistant Polyethylene | | |
| Yarn Structure | Field Green/Olive Green | Ridged Monofilament | |
| Yarn Denier | 10800 | | ASTM D1577 |
| Yarn Structure | Olive Green | Texturized Monofilament | |
| Yarn Denier | 5000 | | |
| Pile Height | 1” | | ASTM D5823 |
| Pile Weight | 48 oz/yd ² | | |
| Primary Backing Weight | >7 oz/yd ² | Dual Layer Woven Polypropylene | ASTM D5848 |
| Secondary Backing Weight | 22 oz/yd ² | Dual System Permeable Polyurethane | ASTM D5848 |
| Total Weight | 77 oz/yd ² | | ASTM D5848 |
| Stitch Gauge | 3/8” Centers | | ASTM 5848 |
| Tuft Bind | >9 pounds/force | | ASTM 1335 |
| Total Infill | 1.5 – 2 pounds per square foot | | |

N.B. Variation of +/- 5% on pile height is within normal manufacturing tolerances

2. Specification #2

| Property | Value | Units | Description | ASTM |
|--------------------------|-------------------------|--------------------|------------------------------------|-------|
| Pile Yarn Type | | | UV-Resistant Polyethylene | N/A |
| Yarn Structure | Field Green/Olive Green | | Spined Monofilament | N/A |
| Yarn Denier | 9000 | Denier | | D1577 |
| Pile Height | 1.75 | Inches | | D5823 |
| Pile Weight | 37 | OZ/YD ² | | D5848 |
| Primary Backing Weight | >7 | OZ/YD ² | Dual Layer Woven Polypropylene | D5848 |
| Secondary Backing Weight | 22 | OZ/YD ² | Dual System Permeable Polyurethane | D5848 |
| Total Weight | 66 | OZ/YD ² | | D5848 |
| Stitch Gauge | 3/8 Inch Centers | | | D5793 |
| Tuft Bind | >9 | LBS/Force | | D1335 |
| Total Infill | 4 Per Square Foot | LBS | | N/A |
| Tufting Stitch Rate | 12 | To The 3” | | N/A |

N.B. Variation of +/- 5% on pile height is within normal manufacturing tolerances

3. Specification #3

| Property | Value | Units | Description | ASTM |
|--------------------------|-------------------|--------------------|------------------------------------|-------|
| Pile Yarn Type | | | UV-Resistant Polyethylene | N/A |
| Yarn Structure | Field Green | | Spined Monofilament | N/A |
| Yarn Denier | 9000 | Denier | | D1577 |
| Pile Height | 1.75 | Inches | | D5823 |
| Pile Weight | 37 | OZ/YD ² | | D5848 |
| Primary Backing Weight | >7 | OZ/YD ² | Dual Layer Woven Polypropylene | D5848 |
| Secondary Backing Weight | 22 | OZ/YD ² | Dual System Permeable Polyurethane | D5848 |
| Total Weight | 66 | OZ/YD ² | | D5848 |
| Stitch Gauge | 3/8 Inch Centers | | | D5793 |
| Tuft Bind | >9 | LBS/Force | | D1335 |
| Total Infill | 4 Per Square Foot | LBS | | N/A |
| Tufting Stitch Rate | 12 | To The 3” | | N/A |

N.B. Variation of +/- 5% on pile height is within normal manufacturing tolerances

Playground / Landscape Heavy Use Specifications 1 – 6

4. Specification #4

| Property | Value | Units | Description | ASTM |
|--------------------------|-------------------------|-----------|------------------------------------|-------|
| Pile Yarn Type | | | UV-Resistant Polyethylene | N/A |
| Yarn Structure | Field Green/Olive Green | | Ridged Monofilament | N/A |
| Yarn Denier | 10800 | | Denier | D1577 |
| Yarn Structure | Nutmeg/Olive Green | | Texturized Monofilament | N/A |
| Yarn Denier | 5000 | Denier | | D1577 |
| Pile Height | 1.625 | Inches | | D5823 |
| Pile Weight | 65 | OZ/YD2 | | D5848 |
| Primary Backing Weight | >7 | OZ/YD2 | Dual Layer Woven Polypropylene | D5848 |
| Secondary Backing Weight | 22 | OZ/YD2 | Dual System Permeable Polyurethane | D5848 |
| Total Weight | 94 | OZ/YD2 | | D5848 |
| Stitch Gauge | 3/8 Inch Centers | | | D5793 |
| Tuft Bind | >9 | LBS/Force | | D1335 |
| Total Infill | 2 to 3 Per Square Foot | LBS | | N/A |

N.B. Variation of +/- 5% on pile height is within normal manufacturing tolerances

5. Specification #5

| Property | Value | Units | Description | ASTM |
|--------------------------------|------------------|--------------------|--------------------------------|------------|
| Pile Yarn Type | | | UV-Resistant Polyethylene | N/A |
| Yarn Structure | Field Green | | Parallel Fibrillated Slit-Film | N/A |
| Yarn Denier | 10000 | Denier | | D1577 |
| Yarn Breaking Strength | 45 Nominal | LBS | | D2256 |
| Yarn Maximum Elongation | >40% Nominal | | | D2256 |
| Tape Thickness | 100 | Microns | | D3218 |
| Pile Height | 2 | Inches | | D5823 |
| Pile Weight | 30 | OZ/YD ² | | D5848 |
| Primary Backing Weight | >7 | OZ/YD ² | Woven Polypropylene | D5848 |
| Secondary Backing Weight | 18 | OZ/YD ² | Porous Heat Activated Urethane | D5848 |
| Total Weight | 55 | OZ/YD ² | | D5848 |
| Stitch Gauge | 3/4 Inch Centers | | | D5793 |
| Tuft Bind | >9 | LBS/Force | | D1335 |
| Grab Tear Length | >200 | LBS/Force | | D5034 |
| Grab Tear Width | >200 | LBS/Force | | D5034 |
| Pill Burn Test | Pass | | | D2859 |
| Yarn Melting Point | 250 | Degrees F | | D789 |
| Impact Attenuation (G-Max) | <200 | G-Max | | F1936 |
| Water Permeability | >40 | Inch/Hr | | DIN 18-035 |
| Total Depth of Infill Material | 1.25 | Inches | | N/A |
| Total Infill | 4.50 | LBS/SQ FT | | N/A |

N.B. Variation of +/- 5% on pile height is within normal manufacturing tolerances

Playground / Landscape Heavy Use Specifications 1 – 6

6. Specification #6

| Property | Value | Units | Description | ASTM |
|---|-------------------------|-----------|------------------------------------|-------|
| Pile Yarn Type | | | UV-Resistant Polyethylene | N/A |
| Yarn Structure | Field Green/Olive Green | | Ridged Monofilament | N/A |
| Yarn Denier | 10800 | Denier | | D1577 |
| Yarn Structure | Olive Green | | Texturized Monofilament | N/A |
| Yarn Denier | 5000 | Denier | | D1577 |
| Pile Height | 1.625 | Inches | | D5823 |
| Pile Weight | 65 | OZ/YD2 | | D5848 |
| Primary Backing Weight | >7 | OZ/YD2 | Dual Layer Woven Polypropylene | D5848 |
| Secondary Backing Weight | 22 | OZ/YD2 | Dual System Permeable Polyurethane | D5848 |
| Total Weight | 94 | OZ/YD2 | | D5848 |
| Stitch Gauge | 3/8 Inch Centers | | | D5793 |
| Tuft Bind | >9 | LBS/Force | | D1335 |
| Total Infill | 2 to 3 Per Square Foot | LBS | | N/A |
| N.B. Variation of +/- 5% on pile height is within normal manufacturing tolerances | | | | |

Playground / Landscape Moderate to Light Use Specs 7 – 10

1. Specification #7

| Property | Value | Units | Description | ASTM |
|------------------------|------------------------|--------------------|------------------------------------|-------|
| Pile Yarn Type | x | x | UV-Resistant Polyethylene | N/A |
| Yarn Structure | Field Green | x | Monofilament | N/A |
| Yarn Denier | 12000 | Denier | x | D1577 |
| Yarn Structure | Nutmeg/Olive Green | x | Texturized Monofilament | N/A |
| Yarn Denier | 5600 | Denier | x | D1577 |
| Pile Height | 1.50 | Inches | x | D5823 |
| Pile Weight | 51 | OZ/YD ₂ | x | D5848 |
| Primary Backing Weight | >7 | OZ/YD ₂ | Dual Layer Woven Polypropylene | D5848 |
| Secondary Backin | 22 | OZ/YD ₂ | Dual System Permeable Polyurethane | D5848 |
| Total Weight | 80 | OZ/YD ₂ | x | D5848 |
| Stitch Gauge | 3/8 | Inch Centers | x | D5793 |
| Tuft Bind | >9 | LBS/Force | x | D1335 |
| Total Infill | 1½ - 2 Per Square Foot | LBS | x | N/A |
| Tufting Stitch Rate | 12 | To The 3" | x | N/A |

N.B. Variation of +/- 5% on pile height is within normal manufacturing tolerances

2. Specification #8

| Property | Value | Units | Description | ASTM |
|------------------------|------------------------|--------------------|------------------------------------|-------|
| Pile Yarn Type | | | UV-Resistant Polyethylene | N/A |
| Yarn Structure | Field Green | | Monofilament | N/A |
| Yarn Denier | 12000 | Denier | | D1577 |
| Yarn Structure | Olive Green | | Texturized Monofilament | N/A |
| Yarn Denier | 5600 | Denier | | D1577 |
| Pile Height | 1.50 | Inches | | D5823 |
| Pile Weight | 51 | OZ/YD ₂ | | D5848 |
| Primary Backing Weight | >7 | OZ/YD ₂ | Dual Layer Woven Polypropylene | D5848 |
| Secondary Backin | 22 | OZ/YD ₂ | Dual System Permeable Polyurethane | D5848 |
| Total Weight | 80 | OZ/YD ₂ | | D5848 |
| Stitch Gauge | 3/8 | Inch Centers | | D5793 |
| Tuft Bind | >9 | LBS/Force | | D1335 |
| Total Infill | 1½ - 2 Per Square Foot | LBS | | N/A |
| Tufting Stitch Rate | 12 | To The 3" | | N/A |

N.B. Variation of +/- 5% on pile height is within normal manufacturing tolerances

Playground / Landscape Moderate to Light Use Specs 7 – 10

3. Specification #9

| Property | Value | Units | Description | ASTM |
|--------------------------|--------------------------|--------------------|------------------------------------|-------|
| Pile Yarn Type | | | UV-Resistant Polyethylene | N/A |
| Yarn Structure | Field Green/Olive Green | | Monofilament | N/A |
| Yarn Denier | 12000 | Denier | | D1577 |
| Yarn Structure | Olive Green | | Texturized Monofilament | |
| Yarn Denier | 5600 | Denier | | |
| Pile Height | 1.00 | Inches | | D5823 |
| Pile Weight | 44 | OZ/YD ² | | D5848 |
| Primary Backing Weight | >7 | OZ/YD ² | Dual Layer Woven Polypropylene | D5848 |
| Secondary Backing Weight | 22 | OZ/YD ² | Dual System Permeable Polyurethane | D5848 |
| Total Weight | 73 | OZ/YD ² | | D5848 |
| Stitch Gauge | 3/8 Inch Centers | | | D5793 |
| Tuft Bind | >9 | LBS/Force | | D1335 |
| Total Infill | 1.5 to 2 Per Square Foot | LBS | | N/A |
| Tufting Stitch Rate | 12 | To The 3" | | N/A |

N.B. Variation of +/- 5% on pile height is within normal manufacturing tolerances.

4. Specification #10

| Property | Value | Units | Description | ASTM |
|--------------------------|-------------------|--------------------|------------------------------------|-------|
| Pile Yarn Type | | | UV-Resistant Polyethylene | N/A |
| Yarn Structure | Field Green | | Monofilament | N/A |
| Yarn Denier | 9000 | Denier | | D1577 |
| Pile Height | 1.625 | Inches | | D5823 |
| Pile Weight | 45 | OZ/YD ² | | D5848 |
| Primary Backing Weight | >7 | OZ/YD ² | Dual Layer Woven Polypropylene | D5848 |
| Secondary Backing Weight | 16 | OZ/YD ² | Dual System Permeable Polyurethane | D5848 |
| Total Weight | 68 | OZ/YD ² | | D5848 |
| Stitch Gauge | 3/8 Inch Centers | | | D5793 |
| Tuft Bind | >8 | LBS/Force | | D1335 |
| Total Infill | 4 Per Square Foot | LBS | | N/A |
| Tufting Stitch Rate | 12 | To The 3" | | N/A |

N.B. Variation of +/- 5% on pile height is within normal manufacturing tolerances.

Airport Synthetic Turf Special Use Specification 11

1. Specification #11

| Property | Value | Units | Description | ASTM |
|--|-------------------|--------------------|-------------------------------|-------------|
| Pile Yarn Type | | | UV-Resistant Polyethylene | N/A |
| Yarn Structure | Field Green | | Slit-Film | N/A |
| Yarn Denier | 10000 | Denier | | D1577 |
| Pile Height | 2.0 | Inches | | D5823 |
| Pile Weight | 30 | OZ/YD ² | | D5848 |
| Primary Backing Weight | >7 | OZ/YD ² | | D5848 |
| Secondary Backing Weight | 16 | OZ/YD ² | Patented Finger Unit Drainage | D5848 |
| Total Weight | 53 | OZ/YD ² | | D5848 |
| Stitch Gauge | 3/4 Inch Centers | | | D5793 |
| Tuft Bind | >9 | LBS/Force | | D1335 |
| Total Infill | 6 Per Square Foot | LBS | | N/A |
| Tufting Stitch Rate | 12 | To The 3" | | N/A |
| N.B. Variation of +/- 5% on pile height is within normal manufacturing tolerances. | | | | |

Golf Usage Specifications 12 – 15

1. Specification #12 Heavy Use for Putting Green Surface Rooftop Application

| Property | Value | Units | Description | ASTM |
|--------------------------|-------------------|--------------------|--------------------------------|-------|
| Pile Yarn Type | | | UV-Resistant Polyethylene | N/A |
| Yarn Structure | Golf Green | | Slit-Film | N/A |
| Yarn Denier | 7600 | Denier | | D1577 |
| Pile Height | 1.25 | Inches | | D5823 |
| Pile Weight | 34 | OZ/YD ² | | D5848 |
| Primary Backing Weight | >7 | OZ/YD ² | Dual Layer Woven Polypropylene | D5848 |
| Secondary Backing Weight | 20 | OZ/YD ² | Urethane | D5848 |
| Total Weight | 61 | OZ/YD ² | | D5848 |
| Stitch Gauge | 3/8 Inch Centers | | | D5793 |
| Tuft Bind | >9 | LBS/Force | | D1335 |
| Total Infill | 8 Per Square Foot | LBS | | N/A |
| Tufting Stitch Rate | 15 | To The 3" | | N/A |

N.B. Variation of +/- 5% on pile height is within normal manufacturing tolerances

2. Specification #13 Heavy Use for Putting Green

| Property | Value | Units | Description | ASTM |
|--------------------------|--------------------------|--------------------|--------------------------------|-------|
| Pile Yarn Type | | | UV-Resistant Polyethylene | N/A |
| Yarn Structure | Golf Green / Olive Green | | Monofilament | N/A |
| Yarn Denier | 5600 | Denier | Texturized 6 Ends Mono | D1577 |
| Pile Height | .625 | Inches | | D5823 |
| Pile Weight | 54 | OZ/YD ² | | D5848 |
| Primary Backing Weight | >7 | OZ/YD ² | Dual Layer Woven Polypropylene | D5848 |
| Secondary Backing Weight | 16 | OZ/YD ² | | D5848 |
| Total Weight | 77 | OZ/YD ² | Tip-Sheared, Scrape Coat PU | D5848 |
| Stitch Gauge | 3/16 Inch Centers | | | D5793 |
| Tuft Bind | >9 | LBS/Force | | D1335 |
| Total Infill | 2 to 3 Per Square Foot | LBS | | N/A |
| Tufting Stitch Rate | 12 | To The 3" | | N/A |

N.B. Variation of +/- 5% on pile height is within normal manufacturing tolerances

Golf Usage Specifications 12–15

3. Specification #14 Heavy Use for Tee Box

| Property | Value | Units | Description | ASTM |
|--------------------------|--------------------------|--------------------|--------------------------------|-------|
| Pile Yarn Type | | | Nylon | N/A |
| Yarn Structure | Turf Green | | Texturized Monofilament | N/A |
| Yarn Denier | 6600 | Denier | | D1577 |
| Pile Height | 1.38 | Inches | | D5823 |
| Pile Weight | 110 | OZ/YD ² | | D5848 |
| Primary Backing Weight | >7 | OZ/YD ² | Dual Layer Woven Polypropylene | D5848 |
| Secondary Backing Weight | 20 | OZ/YD ² | Urethane Scrapecoat | D5848 |
| Total Weight | 137 | OZ/YD ² | | D5848 |
| Stitch Gauge | 3/16 Inch Centers | | | D5793 |
| Tuft Bind | >9 | LBS/Force | | D1335 |
| Total Infill | 1.5 to 2 Per Square Foot | LBS | | N/A |
| Tufting Stitch Rate | 12 | To The 3” | | N/A |

N.B. Variation of +/- 5% on pile height is within normal manufacturing tolerances

4. Specification #15 Putting Green Impact Pad

| Property | Imperial Unit |
|-----------------------|--|
| Urethane Foam | 40.0 oz/yd ² or 1356 g/m ² |
| Thickness | 0.25 in. or 6 mm |
| Color | Green |
| Density | 18.0 pcf |
| Compression Set @ 50% | 15.0 max |
| Com. Resistance @ 25% | 7.0 psi |
| Tensile Strength | 110.0 lb |
| Elongation | 20.0 % |

Drainage Tiles for Concrete, Rooftop, and Asphalt Specification 16

1. Specification#16 for PDS Drainage Tile

| Property | Test Method | Value | Notes |
|--|---------------|--|---|
| Material | Polypropylene | | |
| Nominal Melt Flw Rate (230°C/2.16 kg) | ASTM D1238 | 20 g/10 min | Typical values given by supplier. |
| Notched Izod Impact Strength @ 23°C | ASTM D256A | No Break | |
| Specific Gravity | | 0.92 g/cc | Typical values given by supplier. |
| Thickness | | 1.27 cm (0.5 in) | |
| Surface Length1 | | 60.17 cm (23.69 in) | Measured along top surface only. Does not include clips. |
| Surface Width1 | | 60.17 cm (23.69 in) | Measured along top surface only. Does not include clips. |
| Outside Length1 | | 61.42 cm (24.18 in) | Measured from outside edge of clips. |
| Outside Width1 | | 61.42 cm (24.18 in) | |
| Weight | | 657.9 g (1.5 lbs) | |
| Compressive Stress @ Yield | ASTM D6364 | 1,241.4 kPa (180 psi) | |
| Transmissivity 0.01 Gradient (1%); 25 kpa | ASTM D4716 | 4.0 x 10 ⁻² m ² /s | Measures horizontal flow for a given gradient and pressure. |
| Volume Voids | | 84% | Calculated as $Voids = \left(1 - \frac{V_{Tile}}{V_{SpadeTile}}\right) \times 100 = \left(1 - \frac{m_{Tile} / \rho_{PP}}{L \times W \times T}\right) \times 100$ |
| Surface Voids | | 71% | Calculated as $A_{Voids} = \left(1 - \frac{A_{Tile}}{A_{SpadeTile}}\right) \times 100$ |
| Attachment Method | | | Have 8 cylinder clips per side. |
| Application | | | The PDS Tiles 2'x2' are recommended for use with a non-permeable liner or drainage surface (ex: concrete or asphalt). The PDS Tiles are designed to handle the drainage capacities of the FieldTurf system for these surfaces. |
| Technical Note | | | Once 4 tiles have been snapped together the total surface dimensions are 48" x 48". |

Playground Pads Specifications 17 and 18

1. Specification #17 Playground Pad 1 1/8" Planed On One Side

| Property | Measurement | Test Method | Results |
|-----------------------|---|-------------------------------|-----------------------------|
| Material Composition | 99% Recycled non-contaminated, post industrial, cross-link, closed cell polyethylene foam | | |
| Weight | Average | | .40-.50 lbs per square foot |
| Thickness | Direct | | 1 1/8" +1/8" |
| Density | Average | | 5-8lbs/cubit feet |
| Tensile Strength | - | ASTM 3574 | 34-36 PSI |
| Horizontal Flow Rate | Average | ASTM 4716, 250 PSF; 41% Slope | 1.03 Gal/Min/Ft |
| Vertical Permeability | Average | ASTM D 2474 | >36 Gal/Min/Sq Ft |

2. Specification #18 Playground Pad 2 1/8" Planed On One Side

| Property | Measurement | Test Method | Results |
|-----------------------|---|-------------------------------|-----------------------------|
| Material Composition | 99% Recycled non-contaminated, post industrial, cross-link, closed cell polyethylene foam | | |
| Weight | Average | | .40-.50 lbs per square foot |
| Thickness | Direct | | 1 1/8" +1/8" |
| Density | Average | | 5-8lbs/cubit feet |
| Tensile Strength | - | ASTM 3574 | 34-36 PSI |
| Horizontal Flow Rate | Average | ASTM 4716, 250 PSF; 41% Slope | 1.03 Gal/Min/Ft |
| Vertical Permeability | Average | ASTM D 2474 | >36 Gal/Min/Sq Ft |
| Transmissivity m2/sec | Average | ASTM 4716 | 2.14E-003 |

Construction Glues Specifications 19 and 20

1. Specification #19 PL Premium Adhesive

| Typical Uncured Physical Properties: | | Typical Application Properties | |
|--------------------------------------|---|--------------------------------|--|
| Color | Grey | Application Temperature | Apply above 5°C (41°F) |
| Appearance | Thick paste | Open Time | 20 minutes |
| Base | Polyurethane | Dry Time | 24 to 48 hours @ 25°C (78°F) and 50% RH. Cure time is dependent upon temperature, humidity, porosity of substrate and amount of adhesive used. |
| Viscosity | 18,000 cps | | |
| Specific Gravity | 1.30 | | |
| VOC Content | 22 g/L (1.7% by weight) | | |
| Shelf Life | 12 months from date of manufacture (Unopened) | | |
| | | Odor | Minimal |
| Lot Code Explanation | 3L0028HP11 | Clamping Time | 24 hours |
| | 0 = Last Digit of Year of manufacture | Clean Up | Clean up uncured adhesive residue with mineral spirits. Scrape away cured adhesive using a sharp-edged tool. |
| | | | |
| | | | |

2. Specification #20 Synthetic Turf Adhesive

| Property | Value |
|--|-----------------|
| Color | White |
| Color Modifier | Translucent |
| Density ASTM D0792 Weight Per US Gallon | 7.1 lb-mass/gal |
| Odor | Neutral |
| Shelf Life | 180 Days |
| Solid Content (non-volatiles) TMWB052 Solids | 100 Percent |
| Viscosity TMTS001 Viscosity | >50,000 cP |

Specialty Heavy Duty Activity Synthetic Turf Specifications 21-23

1. Specification #21 Specialty Turf Heavy Duty TLS Activity

| Materials | | Identification | | |
|--|--|----------------------|--|-----------------------------|
| Primary Yarn Polymer | | 100% PE | | |
| Yarn Cross-Section | | Slit Film | | |
| Standard Color | | Field Green | | |
| UV Stabilized | | Yes | | |
| Fabric Construction | | Tufted | | |
| Face Primary Backing | | 420z | | |
| Coating Type | | Polyurethane | | |
| Primary Yarn Denier | | 8000 | | |
| Finish Fabric | | Measurement | | ASTM Test |
| Fiber Denier | | 8,000 | | ASTM D418 |
| Pile Height (minimum) | | 2.10 | | inches |
| Pile Height (maximum) | | 2.50 | | inches |
| Pile Ribbon Face Weight | | 42 | | oz/sq. yd. ASTM D5848 |
| Fiber Thickness | | 100 | | Micron |
| Primary Backing Weight | | 9 | | OZ/ SQ. yd. ASTM D5848 |
| Secondary Backing Weight | | 24 | | oz/sq. yd. ASTM D5848 |
| Total System Weight (w/o infill) | | 75 | | oz/sq. yd. |
| Tuft Bind | | 8 | | lbs. ASTM D1335 |
| Yarn Elongation | | 50 | | % ASTM D2265 |
| Grab Tear Strength | | 300 | | lbs./ft. ASTM D5034 |
| Flammability | | PASS | | ASTM D2859 |
| Relative Abrasiveness | | 14.45 | | ASTM F1015 |
| Shock Attenuation (G-Max) | | 110<175 | | ASTM F1936 |
| Force Reduction | | 55-70 | | % ASTM 2157 |
| Surface Stability/Vertical Deformation | | Avg. Drop 2+3=7 | | mm |
| Ball Rebound | | 30-50% (Soccer Only) | | ASTM F2117 |
| Carpet Percolation Rate (Lab Tested) | | 77 | | inches/hour ASTM 1551 |
| System Drainage | | 14 | | inches/hour ASTM 1551 |

2. Specification #22 Specialty Turf Heavy Duty TLS1 Activity

| Materials | | Identification | | |
|----------------------------------|--|----------------|--|-----------------------------|
| Standard Color | | Field Green | | |
| UV Stabilized | | Yes | | |
| Fabric Construction | | Tufted | | |
| Coating Type | | Polyurethane | | |
| Finish Fabric | | Measurement | | ASTM Test |
| Fiber Denier | | 10,156 | | ASTM D418 |
| Pile Height | | 2.25 | | inches |
| Pile Ribbon Face Weight | | 41 – 52 | | oz/sq. yd. ASTM D5848 |
| Fiber Thickness | | 150 | | Micron |
| Primary Backing Weight | | 6 | | oz/ sq. yd. ASTM D5848 |
| Secondary Backing Weight | | 26.94 | | oz/sq. yd. ASTM D5848 |
| Total System Weight (w/o infill) | | 73.94 – 84.94 | | oz/sq. yd. |

Specialty Heavy Duty Activity Synthetic Turf Specifications

21–23

| | | | |
|--|----------------------|-------------|------------|
| Tuft Bind | 8.7 | lbs. | ASTM D1335 |
| Yarn Elongation | 86.6 | % | ASTM D2265 |
| Grab Tear Strength | 291 | lbs./ft. | ASTM D5034 |
| Flammability | PASS | | ASTM D2859 |
| Relative Abrasiveness | 14.45 | | ASTM F1015 |
| Shock Attenuation (G-Max) | 110<175 | | ASTM F1936 |
| Force Reduction | 55 – 70 | % | ASTM 2157 |
| Surface Stability/Vertical Deformation | Avg. Drop 2+3=7 | mm | ASTM 2157 |
| Ball Rebound | 30-50% (Soccer Only) | | ASTM F2117 |
| Carpet Percolation Rate (Lab Tested) | 56.6 | inches/hour | ASTM 1551 |
| System Drainage | 14 | inches/hour | ASTM 1551 |

Specialty Heavy Duty Activity Synthetic Turf Specifications 21–23

3. Specification #23 Specialty Turf Heavy Duty TLS2 Activity
 - 3.1. Any change from the specified values is considered a special product that will require confirmation from manufacturing.
 - 3.2. If the customer requires the specified value to be a minimum value, the production target and production cost will be shifted to the maximum of the range.
 - 3.3. All values are $\pm 5\%$.
 - 3.4. Dynamic cushion test at time of installation.

| MATERIALS | | IDENTIFICATION | | | |
|--|------------------|----------------|------------------|-------------|--------|
| Primary Yarn Polymer | | Polyethylene | | | |
| Yarn Cross-Section | | Monofilament | | | |
| Standard Color | | Field Green | | | |
| UV Stabilized | | Yes | | | |
| Fabric Construction | | Tufted | | | |
| Secondary Yarn Polymer [Thatch Zone™] | | 100% Nylon | | | |
| Secondary Yarn Color | | Tweed | | | |
| Face Primary Backing | | [2] 13/186 Pic | | | |
| Coating Type | | Polyurethane | | | |
| Polyethylene Yarn Denier [Dtex] | | 11,200 | | | |
| Textured Nylon Denier [Thatch Zone™] | | 5040 | | | |
| FINISH FABRIC | ENGLISH SYSTEM | METRIC SYSTEM | | ASTM TEST | |
| Pile Height | 2 1/8 | Inches | 54 | mm | D-5848 |
| Face Weight | 60 | Oz/Yd | 2034 | g/m | D-5848 |
| Total Fabric Weight | 85. | Oz/Yd | 2882 | g/m | D-5848 |
| Primary Backing Weight | 6.64 | Oz/Yd | 225 | gfm | D-5848 |
| Secondary Coating Weight | 20 | Oz/Yd | 678 | g/m | D-5848 |
| Tuft Bind | >6 | Lbs | >2.7 | kg | D-1335 |
| Grab Tear Strength [Average] | >150 | Lbs | >68.04 | kg | D-5038 |
| Dynamic Cushion Test Procedure A Over Stone, 100% Rubber infill 2.5 lbs/ft_ 10/14 Rubber | 119 | Gmax | 119 | Gmax | F-1936 |
| Relative Abrasiveness Index | Supply as needed | | Supply as needed | | F-1015 |
| Yarn Liner Density | 11,200 | Denier | 11,200 | Denier | D-1577 |
| Elongation To Break | >30 | % | >30 | % | D-2256 |
| Yarn Breaking Strength | >15 | Lbs to Break | 6.8 | kg to Break | D-2256 |
| Yarn Melting Point | 248 | FO | 120 | co | D-789 |
| Stitches Per Inch | 7.13 | Inches | 28 | 10cm | D-5848 |
| Machine Gauge | 3/8 | Inches | 3/8 | Inches | D-5848 |
| Pill Flammability Test [no infill] | Pass | | Pass | | D-2859 |
| Coefficient Traction | Supply as needed | | Supply as needed | | F-1551 |
| Water Permeability W/infill | | Inches/hr | | Cm/hr | F-1551 |
| Moisture Regain | <0.5 | % | <0.5 | % | None |
| Fabric Width | 15 | Ft | 4.6 | M | None |

Synthetic Grass Surfacing General Installation Specification

1. Synthetic grass surfacing general installation specification is to include:
 - 1.1. ASTM
 - 1.2. Submittals
 - 1.3. Quality assurance
 - 1.4. Delivery and storage
 - 1.5. Warranty
 - 1.6. Point of contact
 - 1.7. Specification (sports) or equal

TURFSCAPE™

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INSTALLATION Guide



TURFSCAPE



Turfscape Installation Guide

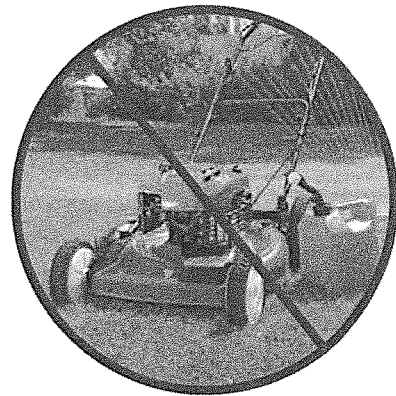
Required Materials

- Turfscape
- Shovel or gas powered sod puller.
- Vibrating plate compactor
- Weed barrier mesh
- Rock aggregate
- Utility knife
- Outdoor carpet glue
- Sand infill
- 12" wide seaming tape
- Push broom or motorized brush

Suggested Materials

- Outdoor spray paint
- Seed drop spreader
- Weed/grass killer
- Water filled sod roller
- Galvanized 40-60d nails

*Most of these materials can be found at your local nursery or rented from a home improvement store.



TURFSCAPE

Installing Turfscape yourself can be a cost efficient process. With basic engineering considerations and these simple steps, you'll be on your way to low-maintenance bliss.



General installation instructions

Step 1- Planning

Identify and mark off the area that you will install artificial grass with an outdoor spray paint. Consider the dimensions of your Turfscape to try to get as few seams as possible with your layout.

Step 2- Clearing the land

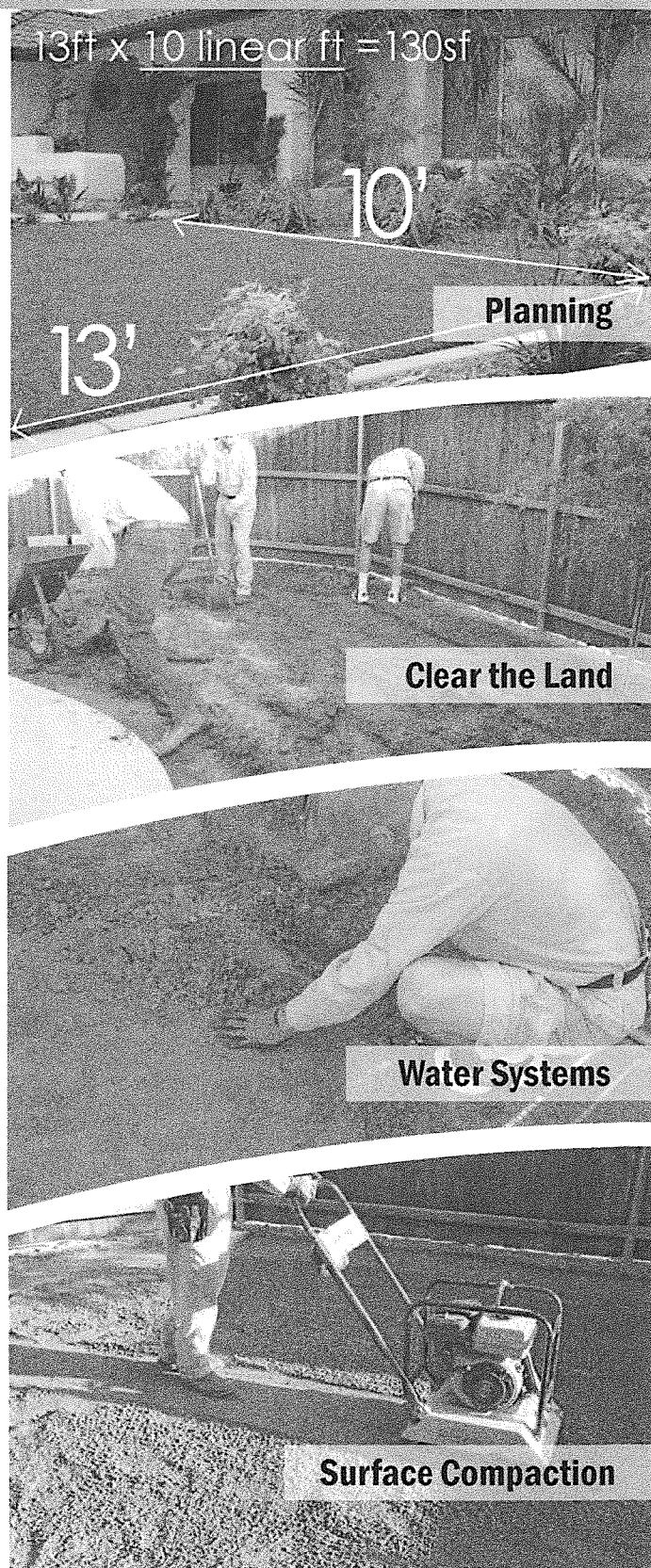
Remove sod by using shovels, using/renting a gas powered sod puller or engaging a local landscaper to remove the sod. You will wish to remove approximately 2" to 3" of soil. Ideally, the sub base will be pitched slightly towards the best direction to allow for water drainage to run-off. Also, after the sub base and artificial lawn is installed, you will want to have the edges of the artificial lawn at an even level with the natural landscape.

Step 3- Water systems

Cap Sprinklers. Turn off valves.

Step 4- Compacting the surface

Compact existing ground to "firm it up fully" (you can rent a vibrating plate compactor at most rental centers).



Step 5- Weed barrier

Spray weed/grass killer and place a weed barrier mesh down (not always necessary in all areas of the country, such as in the desert).

Step 6- Sub base

Add a top layer of rock aggregate (1/4" minus is best so you don't feel any protruding rocks when you walk on your Turfscape). The purpose is to firm and level your base. 1" -3" of base is usually enough, although in some areas of the country where soil is especially unstable you may need up to 5" of base material; just ask a local expert like a nursery, landscape center, or rock yard if you are not sure. If more than 3" of base material is used, you will also need to increase the amount of soil removal.

*Tip

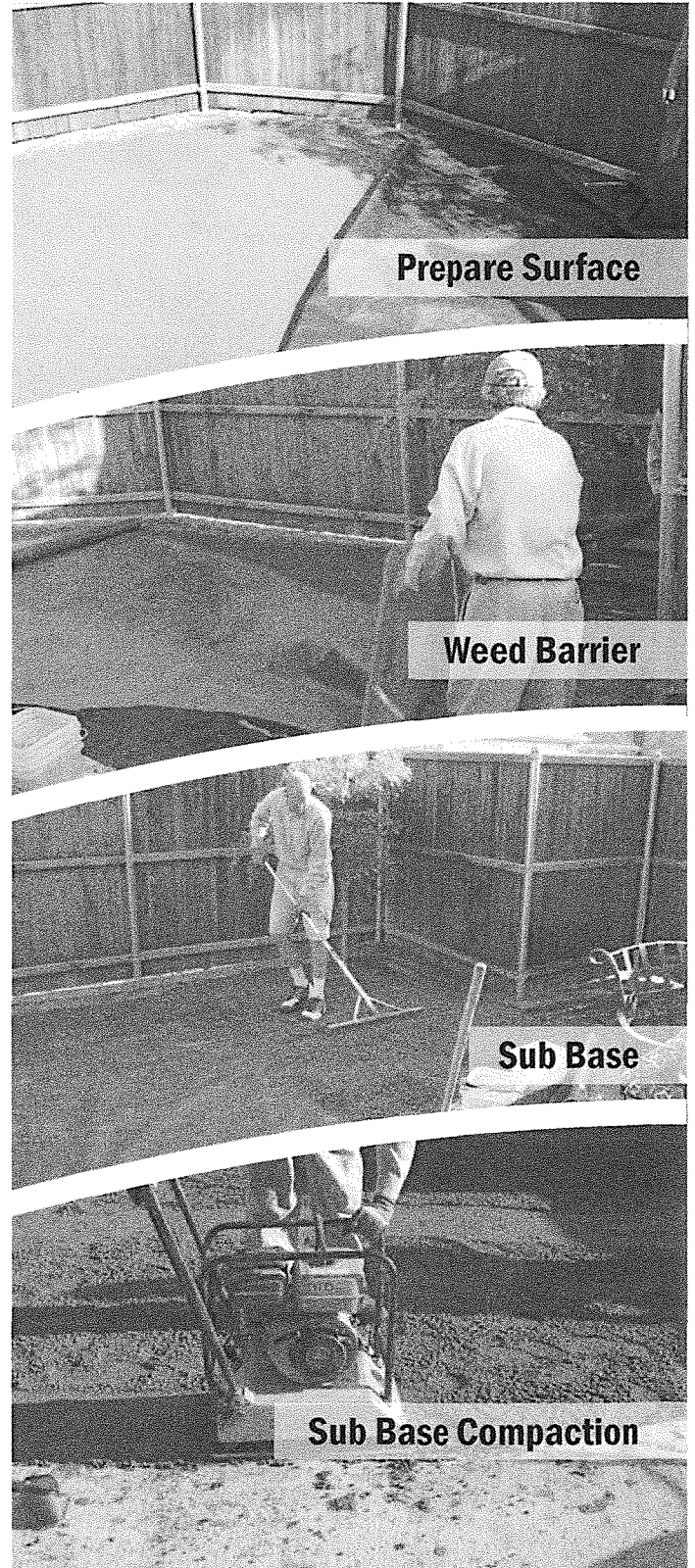
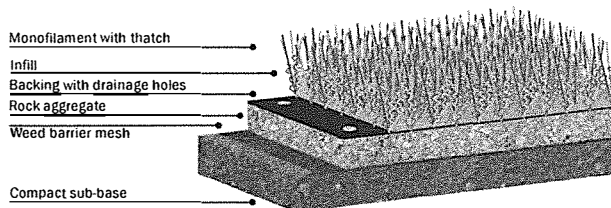
Allow the sub base to completely dry before laying any rock aggregate. This reduces settling and ensures proper compaction for the surface.

Step 7- Compact sub base

Spread, and then compact the sub base material twice. Use the vibrating compactor again.

Step 9- Inspect the surface

Check surface for depressions. Any depression areas 1/8" - 1/4" or deeper should be filled in and re-leveled. Although the turf also drains vertically through the drainage holes that are manufactured in the fake grass, it is still advisable to give the sub-base a slight slope, to avoid any pools of water (slope away from buildings).



Step 10- Lay the turf

Roll out the turf. Carefully position the Xtreme Lawn where you would like it. Try to be accurate as to not cut off turf you actually need. Avoid dragging the turf.

*Tip

We suggest rolling out the turf the day before installation to allow the fibers to relax to it's natural upright position.

Step 11- Cut to size

Cut off excess material so it's easier to work with. Always use a sharp blade in your utility knife! Make sure turf is still positioned where it goes. Now, trim turf more exactly to fit up against the edge. For optimal performance and beauty, make sure the turf is installed exactly over the prepared base.

Step 12- Seaming

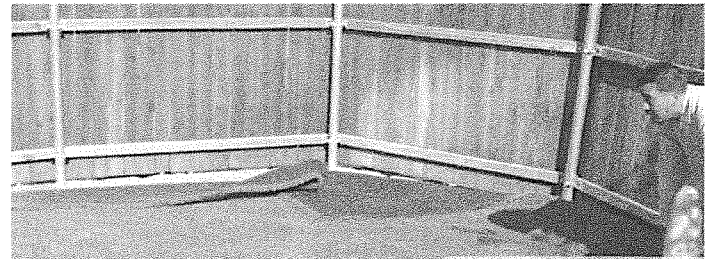
Make a seam where the two pieces of turf come together. (You can always pay a local carpet installer to help you for a few hours with this process if it makes you feel more comfortable.) The seams are simply glued together with any outdoor carpet glue (honey color glue seems to work best) and seaming tape.

Cut the 12" wide piece of seaming tape the length of the seam. The turf is to be laid seam to seam the way that it should look to ensure it fits tightly together before it is glued. Lay the seam tape down on the base directly underneath the two pieces of turf that are to be joined lengthwise.

*Tip

The pattern of turf stitching on the under side must run in the same direction as the seaming tape before the two pieces are adhered.

Before adhering both pieces of turf ensure that both edges have been properly trimmed, straight, and will match up perfectly.



Lay The Turf



Cut The Turf



Seaming Tape



Seaming Glue

Apply the gluing compound to the entire piece of seam tape with a notched trowel. Place one side of the turf in the middle of the tape (approximately 6") to the center of the tape. Lay the other side of the turf over the middle of the seam tape to match up exactly to the turf that has just been adhered to the tape. Mesh the fibers together with fingers or brush. Allow 24 hours for glue to properly dry. The following procedures can be administered during the drying time, but turf may shift and require repositioning.

Step 13- Infill Preparation

It is a good idea to nail the perimeter every 6" with (40-60d nails (4-6 inch length).) For infill preparation, motorize brush the turf in the opposite direction that the turf is naturally laying. This will allow the infill material to infiltrate the turf rapidly and prevent turf blades from getting trapped underneath.

Step 14- Infill

With a seed drop spreader use silica sand as an infill to help weigh the turf down, and stabilize the fibers so as to help avoid "matting". It's important to use silica sand—not playground sand—to avoid clumping and clogging the drainage. Spread the infill in several passes. As you spread the sand infill you should make one entire pass on the surface then sweep it down into the fibers, repeating the process until all of your infill has been spread. Repeat motorized brush after infill spread.

Step 15- Optional edging

Depending on your yard, you may want to install some type of edging material around your new Xtreme Lawn. Natural stone, rock borders, metal edging and plastic edging (similar to what is used around flower beds) are all popular. If not, new natural grass may be laid around the area to provide proper tie-in and to ensure the best appearance.

*Tip

Calculate the amount of infill in advance, as you will want to leave 5/8" (1/2" - 1/8") of the grass blades exposed.

1.5 lbs of sand = 1/2" infill height per sqft

1 pound of 10-20 mesh rubber = 1/2" infill height per sqft



TURFSCAPE



Disclaimer on artificial lawn installation

Act Global engaged an independent installation consultant to prepare this artificial lawn installation guide. No representations or warranties are made regarding the information contained here within and/or in any artificial lawn literature. There are many factors involved with artificial lawn installation including materials used, installation techniques, environmental conditions, etc, that vary for each particular installation site or area.

Act Global's products and services are available through distribution partners in over 80 countries.

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WWW.TURFSCAPE.COM | EMAIL: TURFSCAPE@ACTGLOBAL.COM | PHONE: +1.512.733.5300

TURFSCAPE™

A DIVISION OF *ACTGLOBAL™*

MAINTENANCE Guide



Relax More.



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- Spills and Stains
- Fire
- Pets
- Removal of Foreign Objects
& Contaminants

TURFSCAPE™

TO MAXIMIZE THE ENJOYMENT AND INVESTMENT OF AN TURFSCAPE, PLEASE KEEP THE FOLLOWING MAINTENANCE GUIDELINES IN MIND.

Protecting Your Lawn Overview

- ✓ Do not perform any maintenance or other activity that may invalidate the warranty.
- ✓ The following may damage the Turfscape: accidents, vandalism, spiked shoes, wire brushes, fires, fireworks, floods, lightning strikes, chemical reactions, the use of dry cleaning fluids or improper cleaning methods, high pressure sprays exceeding 500 psi, storage of heavy materials on the lawn and non-approved infill materials.
- ✓ Perform routine repairs and maintenance on an as needed basis, including:
 - Inspections and minor repairs to avoid hazards.
 - Keep the surface clean and free of debris and contaminants.
 - Groom the surface to preserve appearance, keep grass fibers upright, and maintain even infill levels.

MAINTENANCE EQUIPMENT

Leaf Blower - Remove leaves and other organic debris

Stiff Broom Brush - Regularly brush turf to keep fibers upright and maintain even infill levels

Hose - Lightly spray down turf to clean and cool turf

Mild Detergent - Clean up stains or spills on turf

Plastic Rake - Use to remove leaves and other debris

Seed Drop Spreader - Add more infill if necessary



KEEP THE SURFACE CLEAN

Remove Waste

Remove debris such as leaves and branches from the surface using a leaf blower or a plastic rake. Do not use a rake with metal or wire bristles on the turf—this can tear the fibers.

WHY TO MAINTAIN YOUR
TURFSCAPE™

**Keep your Turfscape
in good condition**

**Avoid degradation of heavily
used areas and
compaction of the infill**

**Maximize the appearance,
durability and longevity of
the Turfscape**

TURFSCAPE

Spray down turf

In areas where rainfall is scarce, we recommend lightly spraying Turfscape occasionally to help flush debris, allergens and other airborne buildup that might accumulate on the turf.

Chemicals and other liquids

Do not use cleaning chemicals containing alcohol or acetone solvents. Take care to avoid spilling any petroleum-based liquids including fuel onto the surface.

GROOM THE SURFACE & MAINTAIN INFILL LEVELS

Brush the surface

Use a stiff broom brush to rake the fibers against the grain, paying attention to high traffic areas. Regular brushing helps to maintain uniform infill levels, keep the grass fibers upright, remove debris, and improve long-term appearance and performance. Keep in mind that high use areas are prone to greater infill displacement.

Equipment

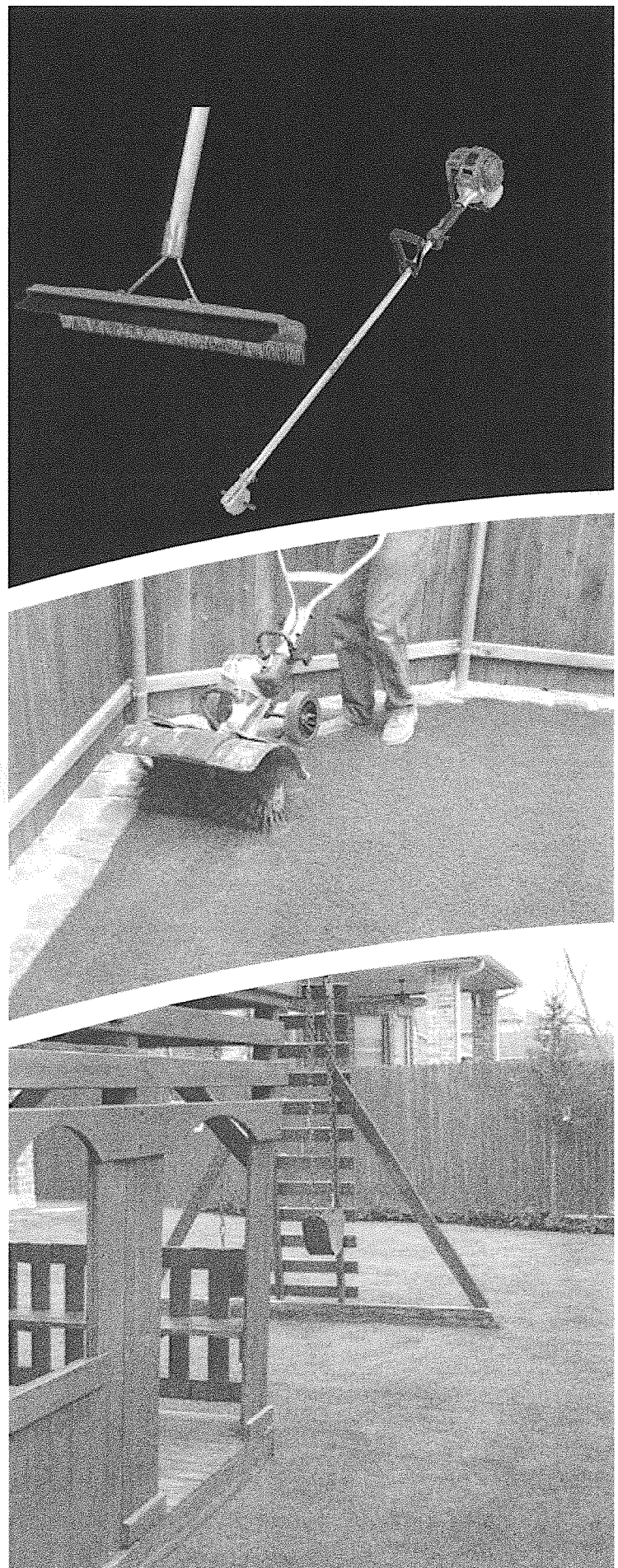
Use a static brush for general infill leveling and to stand up the grass fibers. Use only synthetic fiber bristles, not metal or wire bristles.

Brush Height Setting

The optimum brush height will generally work best when the brush barely touches the tips of the turf. Do not set the brush so low that it digs into the turf pile or backing.

Restore Infill levels

Infill levels may decrease due to a variety of reasons—wind, storms, or may leave on clothing or shoes—and over time the levels may need to be replenished.



TURFSCAPE

Weed & Pest Treatment

Treat with herbicides or pesticides, as required.

SPECIAL CONSIDERATIONS

Snow & Ice

Allow snow and ice to melt and drain naturally through the artificial grass. Do not try to break the ice or use a shovel on the turf as this can break the frozen grass fibers or turf backing. Be mindful when shoveling driveways or sidewalks next to your Turfscapes. It is safe, however, to walk and play on your Turfscapes in the winter.

Static Electricity

Surfactants like liquid laundry fabric softeners can reduce static electricity.

Spills and Stains

If you spill sticky or staining substances on your turf, clean the area promptly. Most stains can be removed easily with a solution of hot, but not boiling, water and a mild household detergent. Brush the stain with a stiff bristle brush, scrub the area with soap and water, rinse with clean water, and pat dry.

Do not use cleaners that contain chlorine bleaches or highly acidic cleansers. Rinse area thoroughly following mopping with clean water to remove soap residue.

For oil-based stains, use a grease spot remover (perchloroethylene, dry cleaning solution). Stains of this variety could include motor oil and grease, cooking oil, suntan oil or floor wax. For chewing gum, tree sap, and other especially sticky substances, you can use a dry cleaning fluid as mentioned above, or remove by freezing. Most carpet cleaning suppliers will sell aerosol packs of refrigerant for these purposes.

Fire

Although Turfscapes is flame resistant, flames or sparks can fuse the fibers together and harm the turf. Be careful when lighting fireworks, barbecuing or smoking near your lawn.

Pets

Turfscapes is very pet-friendly. To clean up after your pet, allow waste to dry and pick up as you normally would on natural grass. You can spray the turf occasionally with a hose to wash away debris and maximize drainage through the perforated backing. You can also use a diluted bleach solution or pet-safe cleaner (Simply Green or Nature's Miracle, for example) to sanitize the turf, but this is not required in most residential applications. If you have several pets or are a kennel owner, a product designed to remove bacteria and odors might be helpful.

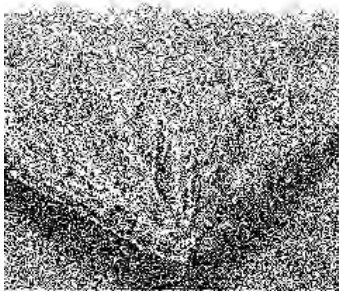
REMOVAL OF FOREIGN OBJECTS & CONTAMINANTS

Chewing gum can be removed with either ice or an aerosol to freeze the gum, and then chipped off. If gum has been smeared across fibers, peanut butter will soften the gum so that it can be wiped off.

Sunflower seeds, peanut shells, and other small food items can be removed by using a leaf blower. To minimize the movement of infill, do not point nozzle directly into the turf. Use minimal throttle.

Metal objects should be picked up by a magnet that is attached to grooming and brushing equipment.

Championship Blend

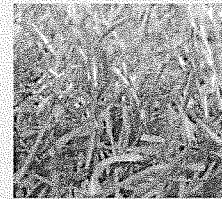


Product Description

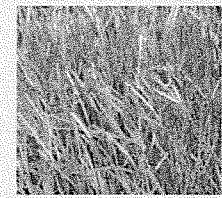
Championship sports turf is designed for soccer, American football, rugby, baseball and lacrosse use and consists of a tufted blend of the latest diamond monofilament and fibrillated blend on a reinforced multi-layer backing. The system is installed over a suitable substrate in accordance with designs and specifications recommended by Act Global.

Product Specifications

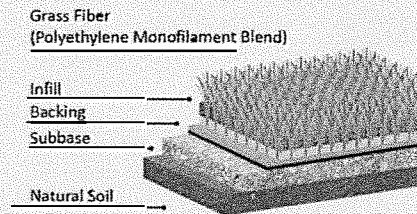
| Physical Characteristics | Specification |
|---------------------------------|--|
| Yarn | Dual 300/360 micron polyethylene monofilament + 110 micron polyethylene fibrillated yarn (sport and olive green) |
| Pile Weight | 44 oz/sy |
| Denier | 11,500 denier mono 10,000 denier SPC |
| Primary Backing Weight | 7.25 oz/sy |
| Secondary Backing Weight | 22 oz/sy |
| Total Weight | 73.25 oz/sy |
| Pile Height | 2 3/8" (60 mm) |
| Tufting Gauge | 1/2" AB Stitch |
| Primary Backing | Multi-Layer |
| Secondary Backing | PU Coating |
| Width | 15' |
| Perforation | Yes |
| Infill | Recommended safer infill levels are 75% or greater of pile height |
| Tuft Bind | > 10 lbs |



FB Global 140K Lisport Cycles



MN Global 130K Lisport Cycles



These are typical specifications, subject to standard manufacturing tolerances and customer options.

envirofill. RECOMMENDED SYSTEMS

Slit Film

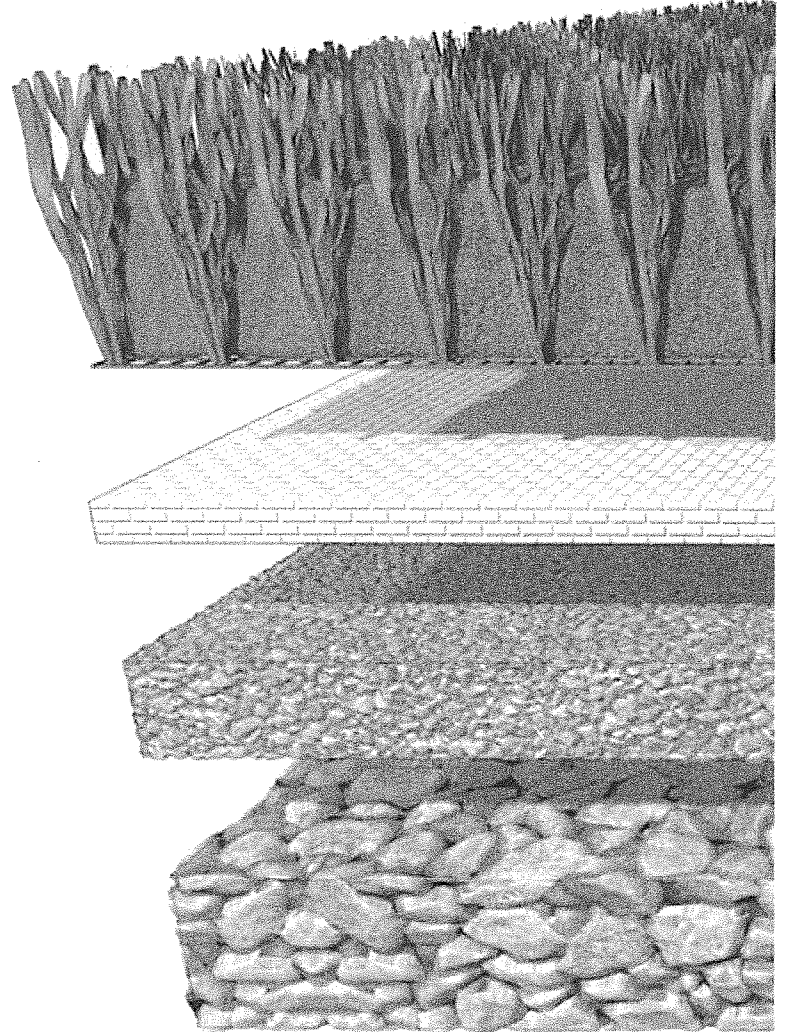
50oz Face Weight
Thatch (optional)
1.75" Turf Height
± 7.0lbs Envirofill per sf
Shock Pad

Monofilament

49oz Face Weight
36oz Pile Yarn
13oz Thatch
1.625" Turf Height
± 6.0lbs Envirofill per sf
Shock Pad

Slit & Monofilament Blend

46oz Face Weight
17oz Slit Film
22oz Monofilament
7oz Thatch
1.625" Turf Height
± 6.0lbs Envirofill per sf
Shock Pad



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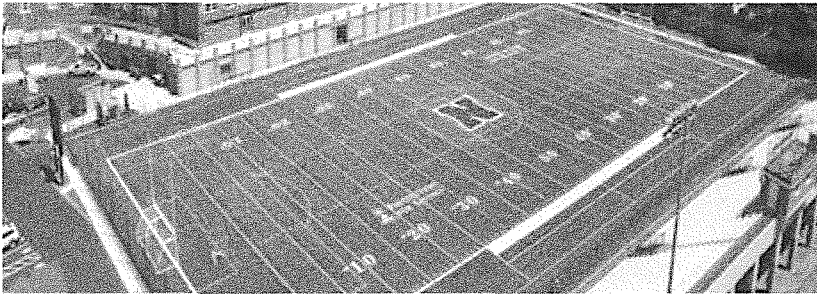
THE PERFORMANCE YOU'VE ALWAYS WANTED.

The last infill you'll ever need.

envirofill[®]
SPORTS

THE TURF INFILL CHAMPION

Maximum Playability

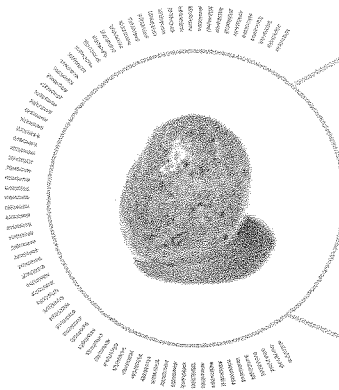


“ A safe, long-lasting and high-performance infill that looks, feels and plays great. ”

- Lisë Reid CPSI, Parks Director

Envirofill® is the new approach to building firm, fast and safe fields. It's tough enough for any game and players love it for its safety and performance. **Envirofill** has been made in Texas since 2005 from non-toxic components and is backed by a 16-year warranty.

Benefits



Maximum playability. Athletes benefit from Envirofill's firm, fast, and safe surface. Its highly-rounded quartz core resists compaction so the surface plays consistent.

It's cool. Envirofill's natural heat-reducing properties have been proven to lower synthetic surface temperatures by up to 25%. It resists changes brought on by even the harshest weather conditions.

It's cleaner. Microban® antimicrobial protection is infused into Envirofill during the manufacturing process to help prevent the growth of bacteria, mold, and mildew that can cause stains, odors, and product deterioration.

It's reusable. Because of its superior durability, Envirofill can be repurposed for multiple turf lifecycles with no decrease in performance.

Envirofill's exclusive partnership with Microban provides an added level of antimicrobial protection for the lifetime of your infill.



PROTECTION THAT LIVES ON
MICROBAN®

www.envirofillinfill.com

Contact us today at: 800.548.0402

USGreentech

envirofill
SPORTS



Envirofill® Limited Product Warranty

USGreentech, L.L.C. warrants to the owner of the playing field(s) at which ENVIROFILL has been installed ("Owner") that, for a period of sixteen (16) years after the date of installation (the "Warranty Period"): (1) ENVIROFILL's coating will not deteriorate in excess of limits described below under normal and proper use as an infill for an artificial turf sports surface and 2) Compact to impede drainage in excess of limits described below. 3) Compact to impede shock absorption in excess of limits described below.

If USGreentech determines that any ENVIROFILL does not conform to this Limited Product Warranty (the "Warranty") during the Warranty Period, USGreentech shall deliver to the Owner, new ENVIROFILL to replace the non-conforming ENVIROFILL, remove the non-conforming ENVIROFILL and install the new ENVIROFILL.

Anticipated condition of ENVIROFILL after 16 years of use:

1. On average across the field, a minimum of 70% of the product will remain coated.

Anticipated performance of ENVIROFILL during 16 years of use:

1. Drainage. When Envirofill is used 100% within a system, the drainage of the infill profile will exceed 14 inches per hour per ASTM F1551.
2. Shock Absorption. When paired with a shock pad approved by USGreentech, the GMAX of a system with 100% Envirofill (not exceeding 1.5" of total infill depth) shall not exceed 150 per ASTM F355.

Restrictions

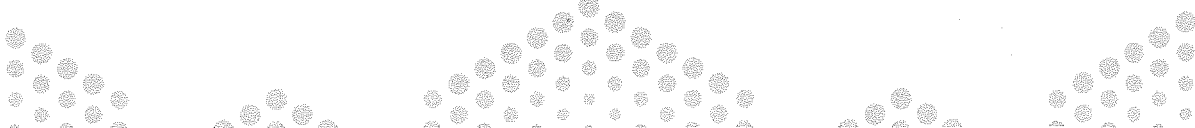
This Warranty shall be effective only if:

1. The attached *ENVIROFILL® Limited Product Warranty Registration Form* providing the Owner's name, installation date, installation company, product information, field location, etc. is completed and filed with USGreentech at the address below, postmarked within ninety (90) days from ENVIROFILL installation.
2. The Owner gives USGreentech written notice of a claim under this Warranty within thirty (30) days after the Owner (i) determines that the rate of ENVIROFILL's deterioration exceeds the natural lifespan set forth above or (ii) discovers the existence of a condition that gives rise to the claim. All written notices must include the name of the Owner, field location, product information, and a brief description of the complaint and must be sent to:

USGreentech, L.L.C.
Attn: ENVIROFILL Limited Warranty Claim Dept.
5076 Wooster Road
Cincinnati, Ohio 45226

3. The Owner provides USGreentech representative(s) (or its appointed representative(s)) an opportunity to then inspect the ENVIROFILL with respect to which the claim is made.
4. The USGreentech representative(s) (or its appointed representative(s)) inspect the ENVIROFILL and determine that (i) the ENVIROFILL's coating has deteriorated prematurely in

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usgreentech.com | 5076 Wooster Road | Cincinnati, Ohio 45226



USGreentech

excess of limits described herein, under normal and proper use and/or (ii) the ENVIROFILL contains defects in material and workmanship. Twenty (20) samples will be taken at random (spaced no closer than 25') across each sports field to the entire depth of the ENVIROFILL. The samples will be tested by an accredited third party laboratory (determined by USGreentech) and paid for by USGreentech.

If all of the foregoing criteria are met and USGreentech's representatives determine that the ENVIROFILL does not conform to the quality standards set forth herein, USGreentech shall deliver to the Owner, new ENVIROFILL to replace the non-conforming ENVIROFILL, remove the non-conforming ENVIROFILL and install the new ENVIROFILL.

Notes:

The Owner shall be responsible for all travel costs and expenses of the USGreentech representative should the representative determine that the ENVIROFILL shows no signs of premature deterioration and/or contains no material defects outside of those stated. If the USGreentech representative(s) determines that the ENVIROFILL does not comply with the standards set forth herein, USGreentech shall pay the travel costs and expenses of its representative(s).

This Warranty shall not apply to any ENVIROFILL which has once been installed and thereafter removed to a new location.

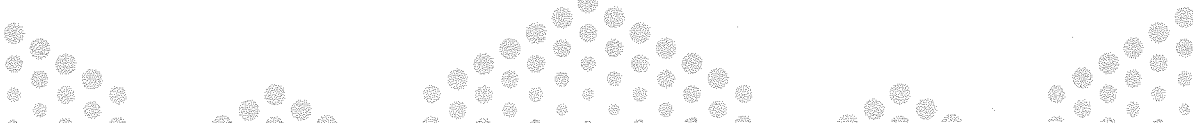
It may be necessary to add ENVIROFILL to a field during the Warranty Period due to migration or turf replacement. This additional supply of ENVIROFILL is not included in this Warranty. In the event such additional ENVIROFILL is required after migration or turf replacement, the Warranty Period shall run from the point of the initial ENVIROFILL installation.

Exclusions

Notwithstanding anything to the contrary in this Warranty any damage or defect resulting in whole or in part from any of the following causes is NOT the responsibility of USGreentech and is NOT covered by this Warranty:

1. Improper installation of ENVIROFILL, including, without limitation, failure to comply with USGreentech installation instructions.
2. Improper design or failure of the sub-base of the sports field.
3. Use of the playing surface for purposes other than that for which it was designed and installed.
4. Improper treatment such as excessive vehicular traffic, use of vehicles with anything other than smooth tread pneumatic tires, use of golf clubs and fireworks and the erection of stages and other structures, unless a field protection system expressly approved by USGreentech is in place.
5. Use of footwear having metal cleats, spikes or similar metal projections, other than conventional metal-tipped football or rugby cleats. Metal track spikes and metal baseball cleats are expressly prohibited.
6. Use of ENVIROFILL in a synthetic turf tennis system. (See separate Envirofill tennis warranty.)
7. Use of harsh cleaning chemicals, herbicides or pesticides.
8. Use of improper cleaning methods.
9. Failure to properly maintain the installation by use of recommended equipment.
10. Failure to maintain ENVIROFILL at the turf manufacturer's recommended depth.
11. Acts of God or other conditions beyond the reasonable control of USGreentech, L.L.C.

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USGreentech

Disclaimer

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, STATUTORY OR OTHERWISE (EXCEPT IMPLIED), CONCERNING THE PURCHASE, USE OR CONDITION OF ENVIROFILL, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF QUALITY OR CONFORMITY WITH ANY DESCRIPTION OR SAMPLE. EXCEPT AS SET FORTH IN THIS WARRANTY, ALL WARRANTIES, REPRESENTATIONS, CONDITIONS AND OTHER TERMS IMPLIED BY LAW ARE EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW. ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE, ARE HEREBY LIMITED TO THE DURATION OF THE WARRANTY PERIOD, AS DEFINED HEREIN. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

Limitation of Damages

OWNER'S EXCLUSIVE REMEDY FOR ANY AND ALL LIABILITIES, LOSSES, DAMAGES, COSTS AND EXPENSES ARISING OUT OF OR IN CONNECTION WITH THE PURCHASE, USE OR CONDITION OF ENVIROFILL, INCLUDING, WITHOUT LIMITATION, ANY BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE OR STRICT LIABILITY, OR ANY ALLEGATION THEREOF, SHALL BE LIMITED TO REPLACEMENT OF THE ENVIROFILL FOR WHICH A CLAIM IS MADE AND PROVED. IN NO EVENT SHALL USGREENTECH BE LIABLE FOR ANY PUNITIVE, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT LOSSES OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE PURCHASE, USE OR CONDITION OF ENVIROFILL, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE OF ANY PLAYING FIELD, LIQUIDATED DAMAGES INCLUDING BUT NOT LIMITED TO LOST SALES, CANCELLED EVENTS, INJURY TO PROPERTY, PERSONAL INJURY OR ANY OTHER DAMAGES. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

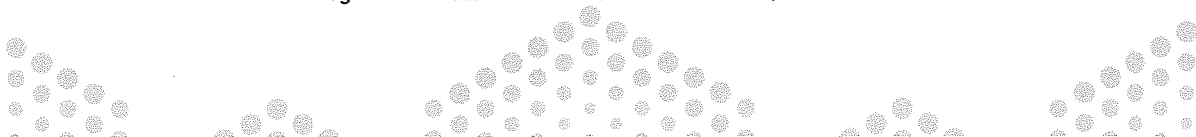
No person or entity other than the Owner or USGreentech shall have any rights to enforce any term of this Warranty. USGreentech shall be permitted to assign any obligations and limitations under this Warranty, without the prior consent of Owner, to any purchaser of substantially all of the assets of USGreentech or to any financially responsible party in connection therewith.

This warranty shall be governed by the internal laws of the State of Ohio. Any dispute arising out of or related to this warranty or the contract or contracts related to the sale and/or installation of ENVIROFILL shall be resolved by arbitration pursuant to the rules and procedures of the Construction Industry Division of the American Arbitration Association. The American Arbitration Association case filing services can be reached at 877-495-4185 or www.adr.org. The arbitration shall be conducted in Cincinnati, Ohio, unless there is an ongoing arbitration of related disputes in the vicinity of the playing field where the ENVIROFILL was installed. You may not file suit against USGreentech under the Magnuson-Moss Warranty Act until your claim has been submitted to AAA for arbitration and a decision has been reached. However, you may be entitled to file suit under state law without waiting. In the event of arbitration (or litigation) of any such dispute, the prevailing party on any claim shall be paid the prevailing party's reasonable attorneys fees, expert witness fees, and other costs associated with the particular claim.

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

If you have any questions about making a claim under this Warranty, you can contact USGreentech at 800-548-0402. *Please note that you must still file a written notice to make a claim under this Warranty.*

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usgreentech.com | 5076 Wooster Road | Cincinnati, Ohio 45226





Envirofill®

Limited Product Warranty

REGISTRATION FORM

Location or identification of playing field(s) covered by this Warranty: _____

Name of Contractor responsible for ENVIROFILL installation: _____

Quantity of ENVIROFILL installed: _____

Type of pad installed with ENVIROFILL: _____

Date of installation: _____

Purchase order number issued to USGreentech: _____

OR

Product Code (located on back of 50 lb bag or supersack label): _____

Owner's Name

By: _____ Date: _____

Title: _____

USGreentech, LLC

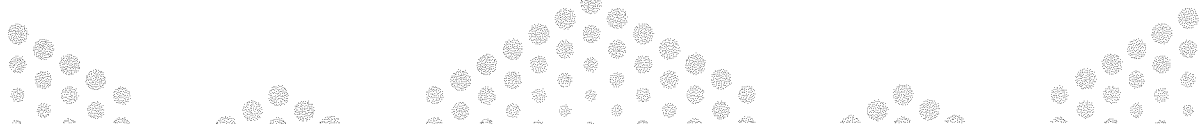
By: _____ Date: _____

Title: _____

Within 90 days from installation of ENVIROFILL, please send the completed *Envirofill® Limited Product Warranty REGISTRATION FORM* to:

USGreentech, L.L.C.
Attn: Envirofill Limited Warranty Claim Dept.
5076 Wooster Road
Cincinnati, Ohio 45226

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Safety Data Sheet

ULTRABOND TURF PU 2K PART A

Safety Data Sheet dated: 8/11/2016 - version 3

Date of first edition: 5/11/2015

1. IDENTIFICATION

Product identifier

Mixture identification:

Trade name: ULTRABOND TURF PU 2K PART A

Recommended use of the chemical and restrictions on use

Recommended use: Adhesive

Restrictions on use: N.A.

Name, address, and telephone number of the chemical manufacturer, importer, or other responsible party

Company: MAPEI CORP. (USA and Puerto Rico)

1144 East Newport Center Drive

33442 - Deerfield Beach - FL - USA

Phone: 954-246-8888

Emergency 24 hour numbers:

(USA) CHEMTREC 1-800-424-9300

(Canada) CANUTEC 1-613-996-6666

2. HAZARD(S) IDENTIFICATION

Classification of the chemical

No specific hazards are encountered under normal product use.

Label elements

| Code | Description |
|--------|---|
| P202 | Do not handle until all safety precautions have been read and understood. |
| P261.B | Avoid breathing dust. |
| P264.2 | Wash skin thoroughly after handling. |
| P280.1 | Wear protective gloves and eye protection. |
| P501.A | Dispose of contents/container in accordance with applicable regulations. |

Ingredient(s) with unknown acute toxicity:

None

Hazards not otherwise classified identified during the classification process:

None

This product contains crystalline silica (quartz sand). IARC has classified crystalline silica as a Group 1 carcinogen. Both IARC and NTP consider silica as a known human carcinogen. Evidence is based on the chronic and long-term exposure workers have had to respirable sized crystalline silica dust particles. Because this product is in liquid or paste form, it does not pose a dust hazard; therefore, this classification is not relevant. (Note: sanding of the hardened product may create a silica dust hazard)

3. COMPOSITION/INFORMATION ON INGREDIENTS

Substances

N.A.

Mixtures

Hazardous components within the meaning of 29 CFR 1910.1200 and related classification:

List of components

| Quantity | Name | Ident. Numb. | Classification |
|----------|-------------|----------------|--------------------------------------|
| 1-2.5 % | Silica Sand | CAS:14808-60-7 | Carc. 1A, H350; STOT RE 1, H372 |
| 1-2.5 % | ZEOLITES | CAS:1318-02-1 | Eye Irrit. 2B, H320; STOT SE 3, H335 |

4. FIRST AID MEASURES

Description of first aid measures

In case of skin contact:

Wash with plenty of water and soap.

In case of eyes contact:

Wash immediately with water.

In case of Ingestion:

Date 8/11/2016 Production Name ULTRABOND TURF PU 2K PART A

Do not induce vomiting, get medical attention showing the SDS and the hazard label.

In case of Inhalation:

Remove casualty to fresh air and keep warm and at rest.

Most important symptoms/effects, acute and delayed

N.A.

Indication of any immediate medical attention and special treatment needed

5. FIRE-FIGHTING MEASURES

Extinguishing media

Suitable extinguishing media:

Water.

Carbon dioxide (CO₂).

Unsuitable extinguishing media:

None in particular.

Specific hazards arising from the chemical

Do not inhale explosion and combustion gases.

Burning produces heavy smoke.

Hazardous combustion products: N.A.

Explosive properties: N.A.

Oxidizing properties: N.A.

Special protective equipment and precautions for fire-fighters

Use suitable breathing apparatus.

Collect contaminated fire extinguishing water separately. This must not be discharged into drains.

Move undamaged containers from immediate hazard area if it can be done safely.

6. ACCIDENTAL RELEASE MEASURES

Personal precautions, protective equipment and emergency procedures

Wear personal protection equipment.

Remove persons to safety.

See protective measures under point 7 and 8.

Methods and material for containment and cleaning up

Suitable material for taking up: absorbing material, organic, sand

Wash with plenty of water.

7. HANDLING AND STORAGE

Precautions for safe handling

Avoid contact with skin and eyes, inhalation of vapours and mists.

Exercise the greatest care when handling or opening the container.

Don't use empty container before they have been cleaned.

Before making transfer operations, assure that there aren't any incompatible material residuals in the containers.

Contaminated clothing should be changed before entering eating areas.

Do not eat or drink while working.

See also section 8 for recommended protective equipment.

Conditions for safe storage, including any incompatibilities

Storage temperature: N.A.

Incompatible materials:

None in particular.

Instructions as regards storage premises:

Adequately ventilated premises.

8. EXPOSURE CONTROLS/PERSONAL PROTECTION

Control parameters

List of components with OEL value

| Component | OEL Type | Country | Ceiling | Long Term mg/m ³ | Long Term ppm | Short Term mg/m ³ | Short Term ppm | Behaviour | Note |
|-------------|----------|---------|---------|--------------------------------|------------------|---------------------------------|-------------------|-----------|---|
| Silica Sand | ACGIH | | | 0,025 | | | | | A2 - Suspected Human Carcinogen;lung cancer;pulmonary fibrosis; |

Appropriate engineering controls: N.A.

Individual protection measures

Eye protection:

Use close fitting safety goggles, don't use eye lens.

Protection for skin:

Use clothing that provides comprehensive protection to the skin, e.g. cotton, rubber, PVC or viton.

Protection for hands:

Use protective gloves that provides comprehensive protection, e.g. P.V.C., neoprene or rubber.

Respiratory protection:

N.A.

9. PHYSICAL AND CHEMICAL PROPERTIES

Information on basic physical and chemical properties

Physical state: Liquid

Appearance and colour: Paste green

Odour: characteristic

Odour threshold: N.A.

pH: N.A.

Melting point / freezing point: N.A.

Initial boiling point and boiling range: N.A.

Flash point: >100,0 °C (212,0 °F)

Evaporation rate: N.A.

Upper/lower flammability or explosive limits: N.A.

Vapour density: N.A.

Vapour pressure: N.A.

Relative density: 1.75 g/cm³

Solubility in water: N.A.

Solubility in oil: N.A.

Partition coefficient (n-octanol/water): N.A.

Auto-ignition temperature: N.A.

Decomposition temperature: N.A.

Viscosity: N.A.

Explosive properties: N.A.

Oxidizing properties: N.A.

Solid/gas flammability: N.A.

Other information

Substance groups relevant properties: N.A.

Miscibility: N.A.

Fat Solubility: N.A.

Conductivity: N.A.

10. STABILITY AND REACTIVITY

Reactivity

Stable under normal conditions

Chemical stability

Data not Available.

Possibility of hazardous reactions

None.

Conditions to avoid

Stable under normal conditions.

Incompatible materials

None in particular.

Hazardous decomposition products

None.

11. TOXICOLOGICAL INFORMATION

Information on toxicological effects

Toxicological information of the mixture:

There is no toxicological data available on the mixture. Consider the individual concentration of each component to assess toxicological effects resulting from exposure to the mixture.

Toxicological information on main components of the mixture:

| | | |
|-------------|-------------------|--|
| Silica Sand | a) acute toxicity | LD50 Oral Rat = 500mg/kg |
| ZEOLITES | a) acute toxicity | LD50 Skin Rabbit > 2000mg/kg LC50 Inhalation Rat = 24mg/l 1h LD50 Oral Rat = 5000mg/kg |

UN proper shipping name

ADR-Shipping Name: N.A.
DOT-Proper Shipping Name: N.A.
IATA-Technical name: N.A.
IMDG-Technical name: N.A.

Transport hazard class(es)

ADR-Class: N.A.
DOT-Hazard Class: N.A.
IATA-Class: N.A.
IMDG-Class: N.A.

Packing group

ADR-Packing Group: N.A.
DOT-Packing group: N.A.
IATA-Packing group: N.A.
IMDG-Packing group: N.A.

Environmental hazards

Marine pollutant: No
Environmental Pollutant: N.A.

Transport in bulk according to Annex II of MARPOL73/78 and the IBC Code

N.A.

Special precautions

Department of Transportation (DOT):
N.A.
Road and Rail (ADR-RID):
N.A.
Air (IATA):
N.A.
Sea (IMDG):
N.A.

15. REGULATORY INFORMATION**USA - Federal regulations****TSCA - Toxic Substances Control Act****TSCA inventory:**

All the components are listed on the TSCA inventory

TSCA listed substances:

Silica Sand is listed in TSCA Section 8b

SARA - Superfund Amendments and Reauthorization Act**Section 302 - Extremely Hazardous Substances:**

no substances listed

Section 304 - Hazardous substances:

no substances listed

Section 313 - Toxic chemical list:

no substances listed

CERCLA - Comprehensive Environmental Response, Compensation, and Liability Act**Substance(s) listed under CERCLA:**

no substances listed

CAA - Clean Air Act**CAA listed substances:**

no substances listed

CWA - Clean Water Act**CWA listed substances:**

no substances listed

USA - State specific regulations

California Proposition 65

Substance(s) listed under California Proposition 65:

Silica Sand Listed as carcinogen

Massachusetts Right to know

Substance(s) listed under Massachusetts Right to know:

Silica Sand

Pennsylvania Right to know

Substance(s) listed under Pennsylvania Right to know:

Silica Sand

New Jersey Right to know

Substance(s) listed under New Jersey Right to know:

Silica Sand

Canada- Federal regulations

DSL - Domestic Substances List

DSL Inventory:

All the substances are listed in the DSL.

NDSL - Non Domestic Substances List

NDSL Inventory:

no substances listed

NPRI - National Pollutant Release Inventory

Substances listed in NPRI:

no substances listed

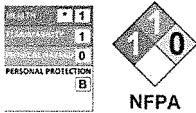
16. OTHER INFORMATION

| Code | Description |
|------|--|
| H320 | Causes eye irritation. |
| H335 | May cause respiratory irritation. |
| H350 | May cause cancer . |
| H372 | Causes damage to organs through prolonged or repeated exposure . |

Safety Data Sheet dated: 8/11/2016 - version 3

Product code: 2981

Additional classification information



HMIS Health: 1 = Slight
 HMIS Health - Is health hazard chronic?: Yes
 HMIS Flammability: 1 = Combustible if heated
 HMIS Reactivity: 0 = Minimal
 HMIS P.P.E.: Safety glasses, gloves
 NFPA Health: 1 = Slight
 NFPA Flammability: 1 = Combustible if heated
 NFPA Reactivity: 0 = Minimal
 NFPA Special Risk: N.A.

Reasonable care has been taken in the preparation of this information, but the manufacturer makes no warranty of merchantability or any other warranty, expressed or implied, with respect to this information. The manufacturer makes no representations and assumes no liability for any direct, incidental or consequential damages resulting from its use. The information herein is presented in good faith and believed to be accurate as of the effective date given. It is the buyer's responsibility to ensure that its activities comply with Federal, State or provincial, and local laws.

This document was prepared by a competent person who has received appropriate training.

It is the duty of the user to ensure that this information is appropriate and complete with respect to the specific use intended.
This SDS cancels and replaces any preceding release.

Legend to abbreviations and acronyms used in the safety data sheet:

ADR: European Agreement concerning the International Carriage of Dangerous Goods by Road.
RID: Regulation Concerning the International Transport of Dangerous Goods by Rail.
IMDG: International Maritime Code for Dangerous Goods.
IATA: International Air Transport Association.
IATA-DGR: Dangerous Goods Regulation by the "International Air Transport Association" (IATA).
ICAO: International Civil Aviation Organization.
ICAO-TI: Technical Instructions by the "International Civil Aviation Organization" (ICAO).
GHS: Globally Harmonized System of Classification and Labeling of Chemicals.
CLP: Classification, Labeling, Packaging.
EINECS: European Inventory of Existing Commercial Chemical Substances.
INCI: International Nomenclature of Cosmetic Ingredients.
CAS: Chemical Abstracts Service (division of the American Chemical Society).
GefStoffVO: Ordinance on Hazardous Substances, Germany.
LC50: Lethal concentration, for 50 percent of test population.
LD50: Lethal dose, for 50 percent of test population.
DNEL: Derived No Effect Level.
PNEC: Predicted No Effect Concentration.
TLV: Threshold Limiting Value.
TWATLV: Threshold Limit Value for the Time Weighted Average 8 hour day. (ACGIH Standard).
STEL: Short Term Exposure limit.
STOT: Specific Target Organ Toxicity.
WGK: German Water Hazard Class.
KSt: Explosion coefficient.

Paragraphs modified from the previous revision:

- 1. IDENTIFICATION OF THE SUBSTANCE/PREPARATION AND OF THE COMPANY/UNDERTAKING
- 3. COMPOSITION/INFORMATION ON INGREDIENTS
- 9. PHYSICAL AND CHEMICAL PROPERTIES
- 11. TOXICOLOGICAL INFORMATION
- 12. ECOLOGICAL INFORMATION
- 15. REGULATORY INFORMATION
- 16. OTHER INFORMATION

Safety Data Sheet

ULTRABOND TURF PU 2K PART B

Safety Data Sheet dated: 8/11/2016 - version 2

Date of first edition: 5/30/2015

1. IDENTIFICATION

Product identifier

Mixture identification:

Trade name: ULTRABOND TURF PU 2K PART B

Recommended use of the chemical and restrictions on use

Recommended use: Hardener

Restrictions on use: N.A.

Name, address, and telephone number of the chemical manufacturer, importer, or other responsible party

Company: MAPEI CORP. (USA and Puerto Rico)

1144 East Newport Center Drive

33442 - Deerfield Beach - FL - USA

Phone: 954-246-8888

Emergency 24 hour numbers:

(USA) CHEMTREC 1-800-424-9300

(Canada) CANUTEC 1-613-996-6666

2. HAZARD(S) IDENTIFICATION



Classification of the chemical

| | |
|---------------|---|
| Acute Tox. 4 | Harmful if inhaled. |
| Skin Irrit. 2 | Causes skin irritation. |
| Eye Irrit. 2A | Causes serious eye irritation. |
| Resp. Sens. 1 | May cause allergy or asthma symptoms or breathing difficulties if inhaled. |
| Skin Sens. 1 | May cause an allergic skin reaction. |
| Carc. 2 | Suspected of causing cancer if inhaled. |
| STOT SE 3 | May cause respiratory irritation. |
| STOT RE 2 | May cause damage to organs through prolonged or repeated exposure if inhaled. |

Label elements

Symbols:



Danger

| Code | Description |
|--------|---|
| H315 | Causes skin irritation. |
| H317 | May cause an allergic skin reaction. |
| H319 | Causes serious eye irritation. |
| H332 | Harmful if inhaled. |
| H334 | May cause allergy or asthma symptoms or breathing difficulties if inhaled. |
| H335 | May cause respiratory irritation. |
| H351.A | Suspected of causing cancer if inhaled. |
| H373.A | May cause damage to organs through prolonged or repeated exposure if inhaled. |

| Code | Description |
|--------|---|
| P201 | Obtain special instructions before use. |
| P202 | Do not handle until all safety precautions have been read and understood. |
| P260.1 | Do not breathe mist/vapours/spray. |
| P264.2 | Wash skin thoroughly after handling. |
| P271 | Use only outdoors or in a well-ventilated area. |

| | |
|----------------|--|
| P272 | Contaminated work clothing should not be allowed out of the workplace. |
| P280 | Wear protective gloves/protective clothing/eye protection/face protection. |
| P284 | [In case of inadequate ventilation] wear respiratory protection. |
| P302+P352.A | IF ON SKIN: Wash with plenty of water. |
| P304+P340 | IF INHALED: Remove person to fresh air and keep comfortable for breathing. |
| P304+P341 | IF INHALED: If breathing is difficult, remove victim to fresh air and keep at rest in a position comfortable for breathing. |
| P305+P351+P338 | IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. |
| P308+P313 | IF exposed or concerned: Get medical advice/attention. |
| P312.A | Call a POISON CENTER if you feel unwell. |
| P314 | Get medical advice/attention if you feel unwell. |
| P321.A | Specific treatment (see supplementary instructions on this label). |
| P333+P313 | If skin irritation or rash occurs: Get medical advice/attention. |
| P337+P313 | If eye irritation persists: Get medical advice/attention. |
| P342+P311.A | If experiencing respiratory symptoms: Call a POISON CENTER. |
| P362+P364 | Take off contaminated clothing and wash it before reuse. |
| P403+P233 | Store in a well-ventilated place. Keep container tightly closed. |
| P405 | Store locked up. |
| P501.A | Dispose of contents/container in accordance with applicable regulations. |

Ingredient(s) with unknown acute toxicity:

None

Hazards not otherwise classified identified during the classification process:

None

3. COMPOSITION / INFORMATION ON INGREDIENTS

Substances

N.A.

Mixtures

Hazardous components within the meaning of 29 CFR 1910.1200 and related classification:

List of components

| Quantity | Name | Ident. Numb. | Classification |
|----------|--|----------------|--|
| 50-75 % | Polymethylene polyphenylene isocyanate | CAS:9016-87-9 | Acute Tox. 4, H332; Eye Irrit. 2A, H319; STOT SE 3, H335; Skin Irrit. 2, H315; Resp. Sens. 1, H334; Skin Sens. 1, H317; STOT RE 2, H373; Carc. 2, H351 |
| 25-50 % | 4,4' -Methylenediphenyl diisocyanate | CAS:101-68-8 | Acute Tox. 4, H332; Eye Irrit. 2A, H319; STOT SE 3, H335; Skin Irrit. 2, H315; Resp. Sens. 1, H334; Skin Sens. 1, H317; STOT RE 2, H351 |
| 5-10 % | Methylenediphenyl diisocyanate (MDI) | CAS:26447-40-5 | Carc. 2, H351; STOT RE 2, H373; Eye Irrit. 2A, H319; STOT SE 3, H335; Skin Irrit. 2, H315; Resp. Sens. 1, H334; Skin Sens. 1, H317; Acute Tox. 4, H332 |

4. FIRST AID MEASURES

Description of first aid measures

In case of skin contact:

- Immediately take off all contaminated clothing.
- Obtain medical attention if skin related symptoms persist.
- Remove contaminated clothing immediately and dispose of safely.
- After contact with skin, wash immediately with soap and plenty of water.

In case of eyes contact:

- After contact with the eyes, rinse with water with the eyelids open for a sufficient length of time, then consult an ophthalmologist immediately.
- Protect uninjured eye.

In case of Ingestion:

- Do not induce vomiting, get medical attention showing the SDS and the hazard label.

In case of Inhalation:

- If breathing is irregular or stopped, administer artificial respiration.
- In case of inhalation, consult a doctor immediately and show him packing or label.

Most important symptoms/effects, acute and delayed

- Eye irritation
- Eye damages
- Skin Irritation

Erythema

Indication of any immediate medical attention and special treatment needed

In case of accident or unwellness, seek medical advice immediately (show directions for use or safety data sheet if possible).

5. FIRE-FIGHTING MEASURES

Extinguishing media

Suitable extinguishing media:

Water.

Carbon dioxide (CO₂).

Unsuitable extinguishing media:

None in particular.

Specific hazards arising from the chemical

Do not inhale explosion and combustion gases.

Burning produces heavy smoke.

Hazardous combustion products: N.A.

Explosive properties: N.A.

Oxidizing properties: N.A.

Special protective equipment and precautions for fire-fighters

Use suitable breathing apparatus.

Collect contaminated fire extinguishing water separately. This must not be discharged into drains.

Move undamaged containers from immediate hazard area if it can be done safely.

6. ACCIDENTAL RELEASE MEASURES

Personal precautions, protective equipment and emergency procedures

Wear personal protection equipment.

Wear breathing apparatus if exposed to vapours/dusts/aerosols.

Provide adequate ventilation.

Use appropriate respiratory protection.

See protective measures under point 7 and 8.

Methods and material for containment and cleaning up

Suitable material for taking up: absorbing material, organic, sand

Wash with plenty of water.

7. HANDLING AND STORAGE

Precautions for safe handling

Avoid contact with skin and eyes, inhalation of vapours and mists.

Exercise the greatest care when handling or opening the container.

Do not use on extensive surface areas in premises where there are occupants.

Use localized ventilation system.

Don't use empty container before they have been cleaned.

Before making transfer operations, assure that there aren't any incompatible material residuals in the containers.

Contaminated clothing should be changed before entering eating areas.

Do not eat or drink while working.

See also section 8 for recommended protective equipment.

Conditions for safe storage, including any incompatibilities

Storage temperature: N.A.

Always keep in a well ventilated place.

Incompatible materials:

None in particular.

Instructions as regards storage premises:

Cool and adequately ventilated.

8. EXPOSURE CONTROLS/PERSONAL PROTECTION

Control parameters

List of components with OEL value

| Component | OEL Type | Country | Ceiling | Long Term mg/m ³ | Long Term ppm | Short Term mg/m ³ | Short Term ppm | Behaviour | Note |
|--------------------------------------|----------|---------|---------|--------------------------------|------------------|---------------------------------|-------------------|-----------|--|
| 4,4'-Methylenediphenyl diisocyanate | ACGIH | | | | 0,005 | | | | respiratory sensitization (listed under Methylene bisphenyl isocyanate (MDI)); |
| | OSHA | | C | | | 0,2 | 0,02 | | |
| Methylenediphenyl diisocyanate (MDI) | OSHA | | C | | | 0,2 | 0,02 | | |

Appropriate engineering controls: N.A.

Individual protection measures

Eye protection:

Use close fitting safety goggles, don't use eye lens.

Protection for skin:

Use clothing that provides comprehensive protection to the skin, e.g. cotton, rubber, PVC or viton.

Protection for hands:

Use protective gloves that provides comprehensive protection, e.g. P.V.C., neoprene or rubber.

Respiratory protection:

Use adequate protective respiratory equipment.

9. PHYSICAL AND CHEMICAL PROPERTIES

Information on basic physical and chemical properties

Physical state: Liquid

Appearance and colour: dark amber

Odour: faint aromatic

Odour threshold: N.A.

pH: N.A.

Melting point / freezing point: N.A.

Initial boiling point and boiling range: 200 °C (392 °F)

Flash point: 220,0 °C (428,0 °F) Notes: Open cup

Evaporation rate: N.A.

Upper/lower flammability or explosive limits: N.A.

Vapour density: N.A.

Vapour pressure: 0.00 (kPa 50>C) mm Hg (20 degree celcius)

Relative density: 1.22 g/cm³

Solubility in water: Reacts

Solubility in oil: N.A.

Partition coefficient (n-octanol/water): N.A.

Auto-ignition temperature: N.A.

Decomposition temperature: N.A.

Viscosity: N.A.

Explosive properties: N.A.

Oxidizing properties: N.A.

Solid/gas flammability: N.A.

Other information

Substance groups relevant properties: N.A.

Miscibility: N.A.

Fat Solubility: N.A.

Conductivity: N.A.

10. STABILITY AND REACTIVITY

Reactivity

Stable under normal conditions

Chemical stability

Data not Available.

Possibility of hazardous reactions

None.

Conditions to avoid

Stable under normal conditions.

Incompatible materials

None in particular.

Hazardous decomposition products

None.

11. TOXICOLOGICAL INFORMATION

Information on toxicological effects

Toxicological information of the mixture:

There is no toxicological data available on the mixture. Consider the individual concentration of each component to assess toxicological effects resulting from exposure to the mixture.

Toxicological information on main components of the mixture:

Polymethylene polyphenylene isocyanate a) acute toxicity LC50 Inhalation Rat = 490mg/m³ 4h

4,4'-Methylenediphenyl diisocyanate a) acute toxicity LC50 Inhalation Rat = 369mg/m³ 4h

Methylenediphenyl diisocyanate (MDI) a) acute toxicity LD50 Skin Rabbit > 6200mg/kg
LC50 Inhalation Rat = 369mg/l 4h
LD50 Oral Rat > 7400mg/kg

If not differently specified, the information required in the regulation and listed below must be considered as N.A.

- a) acute toxicity
- b) skin corrosion/irritation
- c) serious eye damage/irritation
- d) respiratory or skin sensitisation
- e) germ cell mutagenicity
- f) carcinogenicity
- g) reproductive toxicity
- h) STOT-single exposure
- i) STOT-repeated exposure
- j) aspiration hazard

Substance(s) listed on the IARC Monographs:

Polymethylene polyphenylene isocyanate Group 3
4,4'-Methylenediphenyl diisocyanate Group 3
Methylenediphenyl diisocyanate (MDI) Group 3

Substance(s) listed as OSHA Carcinogen(s):

None

Substance(s) listed as NIOSH Carcinogen(s):

None

Substance(s) listed on the NTP report on Carcinogens:

None

12. ECOLOGICAL INFORMATION

Toxicity

Adopt good working practices, so that the product is not released into the environment.

Eco-Toxicological Information:

List of components with eco-toxicological properties

| Quantity | Component | Ident. Numb. | Ecotox Infos |
|----------|--------------------------------------|-----------------|---|
| 5-10 % | Methylenediphenyl diisocyanate (MDI) | CAS: 26447-40-5 | LC50 d) Terrestrial toxicity Worm Eisenia foetida > 1000mg/kg 14d IUCLID NOEC d) Terrestrial toxicity Worm Eisenia foetida >= 1000mg/kg 14d IUCLID |

Persistence and degradability

N.A.

Bioaccumulative potential

N.A.

Mobility in soil

N.A.

Other adverse effects

N.A.

13. DISPOSAL CONSIDERATIONS

Waste treatment methods

Waste must be handled in accordance with all federal, state, provincial, and local regulations. Consult authorities before disposal.

14. TRANSPORT INFORMATION

UN number

ADR-UN number: N/A

DOT-UN Number: N/A
IATA-Un number: N/A
IMDG-Un number: N/A

UN proper shipping name

ADR-Shipping Name: N/A
DOT-Proper Shipping Name: N/A
IATA-Technical name: N/A
IMDG-Technical name: N/A

Transport hazard class(es)

ADR-Class: N/A
DOT-Hazard Class: N/A
IATA-Class: N/A
IMDG-Class: N/A

Packing group

ADR-Packing Group: N/A
DOT-Packing group: N/A
IATA-Packing group: N/A
IMDG-Packing group: N/A

Environmental hazards

Marine pollutant: No
Environmental Pollutant: N.A.

Transport in bulk according to Annex II of MARPOL73/78 and the IBC Code

N.A.

Special precautions

Department of Transportation (DOT):

DOT-Special Provision(s): N/A
DOT-Label(s): N/A
DOT-Symbol: N/A
DOT-Cargo Aircraft: N/A
DOT-Passenger Aircraft: N/A
DOT-Bulk: N/A
DOT-Non-Bulk: N/A

Road and Rail (ADR-RID):

ADR-Label: N/A
ADR-Hazard identification number: N/A
ADR-Tunnel Restriction Code: N/A

Air (IATA):

IATA-Passenger Aircraft: N/A
IATA-Cargo Aircraft: N/A
IATA-Label: N/A
IATA-Subrisk: N/A
IATA-Erg: N/A
IATA-Special Provisions: N/A

Sea (IMDG):

IMDG-Stowage Code: N/A
IMDG-Stowage Note: N/A
IMDG-Subrisk: N/A
IMDG-Special Provisions: N/A
IMDG-Page: N/A
IMDG-Label: N/A
IMDG-EMS: N/A
IMDG-MFAG: N/A

15. REGULATORY INFORMATION

USA - Federal regulations

TSCA - Toxic Substances Control Act

TSCA inventory:

All the components are listed on the TSCA inventory

TSCA listed substances:

Polymethylene polyphenylene isocyanate is listed in TSCA Section 8b

4,4' -Methylenediphenyl diisocyanate is listed in TSCA Section 8b, Section 8a - PAIR
Methylenediphenyl diisocyanate (MDI) is listed in TSCA Section 8b, Section 8a - PAIR

SARA - Superfund Amendments and Reauthorization Act

Section 302 - Extremely Hazardous Substances:

no substances listed

Section 304 - Hazardous substances:

4,4' -Methylenediphenyl diisocyanate

Section 313 - Toxic chemical list:

Polymethylene polyphenylene isocyanate

4,4' -Methylenediphenyl diisocyanate

CERCLA - Comprehensive Environmental Response, Compensation, and Liability Act

Substance(s) listed under CERCLA:

4,4' -Methylenediphenyl diisocyanate Reportable quantity: 5000 pounds

CAA - Clean Air Act

CAA listed substances:

4,4' -Methylenediphenyl diisocyanate is listed in CAA Section 112(b) - HAP, Section 112(b) - HON

CWA - Clean Water Act

CWA listed substances:

no substances listed

USA - State specific regulations

California Proposition 65

Substance(s) listed under California Proposition 65:

no substances listed

Massachusetts Right to know

Substance(s) listed under Massachusetts Right to know:

4,4' -Methylenediphenyl diisocyanate

Methylenediphenyl diisocyanate (MDI)

Pennsylvania Right to know

Substance(s) listed under Pennsylvania Right to know:

4,4' -Methylenediphenyl diisocyanate

New Jersey Right to know

Substance(s) listed under New Jersey Right to know:

Polymethylene polyphenylene isocyanate

4,4' -Methylenediphenyl diisocyanate

Methylenediphenyl diisocyanate (MDI)

Canada- Federal regulations

DSL - Domestic Substances List

DSL Inventory:

All the substances are listed in the DSL.

NDSL - Non Domestic Substances List

NDSL Inventory:

no substances listed

NPRI - National Pollutant Release Inventory

Substances listed in NPRI:

no substances listed

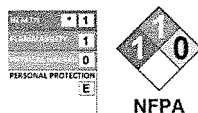
16. OTHER INFORMATION

| Code | Description |
|--------|---|
| H315 | Causes skin irritation. |
| H317 | May cause an allergic skin reaction. |
| H319 | Causes serious eye irritation. |
| H332 | Harmful if inhaled. |
| H334 | May cause allergy or asthma symptoms or breathing difficulties if inhaled. |
| H335 | May cause respiratory irritation. |
| H351 | Suspected of causing cancer . |
| H351.A | Suspected of causing cancer if inhaled. |
| H373 | May cause damage to organs through prolonged or repeated exposure . |
| H373.A | May cause damage to organs through prolonged or repeated exposure if inhaled. |

Safety Data Sheet dated: 8/11/2016 - version 2

Product code: 2982

Additional classification information



HMIS Health: 1 = Slight

HMIS Health - Is health hazard chronic?: Yes

HMIS Flammability: 1 = Combustible if heated

HMIS Reactivity: 0 = Minimal

HMIS P.P.E.: Safety glasses, gloves, dust respirator

NFPA Health: 1 = Slight

NFPA Flammability: 1 = Combustible if heated

NFPA Reactivity: 0 = Minimal

NFPA Special Risk: N.A.

Reasonable care has been taken in the preparation of this information, but the manufacturer makes no warranty of merchantability or any other warranty, expressed or implied, with respect to this information. The manufacturer makes no representations and assumes no liability for any direct, incidental or consequential damages resulting from its use. The information herein is presented in good faith and believed to be accurate as of the effective date given. It is the buyer's responsibility to ensure that its activities comply with Federal, State or provincial, and local laws.

This document was prepared by a competent person who has received appropriate training.

It is the duty of the user to ensure that this information is appropriate and complete with respect to the specific use intended.

This SDS cancels and replaces any preceding release.

Legend to abbreviations and acronyms used in the safety data sheet:

ADR: European Agreement concerning the International Carriage of Dangerous Goods by Road.

RID: Regulation Concerning the International Transport of Dangerous Goods by Rail.

IMDG: International Maritime Code for Dangerous Goods.

IATA: International Air Transport Association.

IATA-DGR: Dangerous Goods Regulation by the "International Air Transport Association" (IATA).

ICAO: International Civil Aviation Organization.

ICAO-TI: Technical Instructions by the "International Civil Aviation Organization" (ICAO).

GHS: Globally Harmonized System of Classification and Labeling of Chemicals.

CLP: Classification, Labeling, Packaging.

EINECS: European Inventory of Existing Commercial Chemical Substances.

INCI: International Nomenclature of Cosmetic Ingredients.

CAS: Chemical Abstracts Service (division of the American Chemical Society).

GefStoffVO: Ordinance on Hazardous Substances, Germany.

LC50: Lethal concentration, for 50 percent of test population.

LD50: Lethal dose, for 50 percent of test population.

DNEL: Derived No Effect Level.

PNEC: Predicted No Effect Concentration.

TLV: Threshold Limiting Value.

TWATLV: Threshold Limit Value for the Time Weighted Average 8 hour day. (ACGIH Standard).

STEL: Short Term Exposure limit.

STOT: Specific Target Organ Toxicity.

WGK: German Water Hazard Class.

KSt: Explosion coefficient.

Paragraphs modified from the previous revision:

- 1. IDENTIFICATION OF THE SUBSTANCE/PREPARATION AND OF THE COMPANY/UNDERTAKING
- 2. HAZARDS IDENTIFICATION
- 3. COMPOSITION/INFORMATION ON INGREDIENTS
- 9. PHYSICAL AND CHEMICAL PROPERTIES
- 15. REGULATORY INFORMATION
- 16. OTHER INFORMATION



Ultrabond[®] Turf PU 2K

**Professional, 2-Component,
Fast-Set Urethane Turf
Seam Adhesive**



DESCRIPTION

Ultrabond Turf PU 2K is a high-performance, two-component, fast-set, urethane adhesive designed for the high-performance seaming and direct bonding of artificial turf used in athletic and landscape applications. *Ultrabond Turf PU 2K* is particularly suited for use in areas of low ambient relative humidity and in cool temperatures. *Ultrabond Turf PU 2K* is colored green to blend in with most artificial turf products and cures within 2 to 4 hours to a tough durable bond. *Ultrabond Turf PU 2K* provides seam strengths that are in compliance with FIFA standards.

FEATURES AND BENEFITS

- Cures quickly and provides a moisture-proof, tough bond
- Can be used in cool and arid conditions
- Bonds to virtually all types of artificial turf

INDUSTRY STANDARDS AND APPROVALS

LEED v4 Points Contribution

LEED Points

Health Product Declaration (HPD)* Up to 2 points

** Using this product may help contribute to LEED certification of projects in the category shown above. Points are awarded based on contributions of all project materials.*

Additional Green Certifications

- Living Building Challenge (LBC) Red List Free: This product has been verified per the most current Red List on the LBC's Website.

WHERE TO USE

- Interior and exterior artificial grass installations
- Professional and educational sports fields arenas
- Commercial and residential landscaping applications of synthetic grass

LIMITATIONS

- Install only in areas recommended by the turf manufacturer.
- Use only when the ambient temperature is between 32°F and 95°F (0°C and 35°C). Temperatures in excess of 95°F (35°C) will greatly reduce the pot life.

SUITABLE SUBSTRATES

- *Ultrabond Turf Tape* or manufacturer-recommended seaming scrim
- Concrete
- Existing cured asphalt pavement in good condition

Consult MAPEI's Technical Services Department for installation recommendations regarding substrates and conditions not listed.

SURFACE PREPARATION

- All substrates must be prepared in accordance with the artificial turf manufacturer for the type of intended use and must comply with current regulations or standards.
- All substrates must be structurally sound, dry, solid and stable.
- Substrate should be clean and free of dust, dirt, oil, grease, paint, curing agents, concrete sealers, loosely bonded toppings, loose particles, old adhesive residues, and any other substance or condition that may prevent or reduce adhesion.

MIXING

Choose all appropriate safety equipment before use. Refer to the Safety Data Sheet for details.

1. Parts A and B are packaged to exact quantity ratios for maximum performance.
2. Protect mixing area from adhesive spills.
3. Pour all material out of the Part B container into Part A. Place the cap back on the Part B container and turn the container upside-down to ensure that all remaining material drains into the cap. Pour the remaining material into Part A. Always mix complete units. Do not add other materials to this mixture.
4. Use a low-speed mixer (< 300 rpm) to ensure that the material is mixed thoroughly to a smooth, homogenous paste consistency (generally within 3 minutes). Immediately after mixing, apply the adhesive to the substrate.
5. Wash all tools with mineral spirits immediately after mixing. Once cured, *Ultrabond Turf PU 2K* can be removed only by mechanical means.

PRODUCT APPLICATION

Read all installation instructions thoroughly before installation.

1. Artificial turf must be unrolled and acclimated per the manufacturer's written instructions to allow reduction of internal tensions caused by packaging and transport.
2. Select the appropriately notched trowel (see the "Approximate Coverage" section).
3. Spread adhesive evenly over the substrate or seaming scrim, keeping the trowel at a 45-degree angle.
4. Only apply as much adhesive as can be installed within 45 minutes.
5. Install turf in strict accordance with the turf manufacturer's written instructions.
6. Adhesive transfer to the backing should be confirmed periodically by lifting the turf material.

Note: Weights may be required on turf seams to ensure proper bonding and even thatch heights.

CLEANUP

- Clean any adhesive smudges from the turf surface with a white cloth and mineral spirits while the adhesive is still fresh/wet. Note: *Ultrabond Turf PU 2K* is extremely difficult to remove when cured.
- Clean tools with mineral spirits while the adhesive is still fresh/wet.

PROTECTION

- Protect from light traffic for at least 12 hours. Protect from heavy traffic for at least 24 hours.
- For synthetic turf installations, do not put into full service until 2 days after installation or per other directives in the turf manufacturer's written instructions.

Product Performance Properties

| Laboratory Tests | Results |
|--|------------------|
| Polymer type | Polyurethane |
| Solids content | |
| Part A | 100% |
| Part B | 100% |
| VOCs (Rule #1168 of California's SCAQMD) | 2 g per L |
| Pot life [†] | 45 to 60 minutes |
| Starting setting time [†] | 2 to 3 hours |
| Final setting time [†] | 4 to 6 hours |
| Flash point (Tag) | > 200°F (93°C) |

[†] Temperature greatly affects the pot life and set time of Ultrabond Turf PU 2K. In cold temperatures, Part B must be maintained at a minimum of 40°F (4°C). In hot temperatures, the pot life can be reduced by as much as 50%.

| Shelf Life and Product Characteristics | |
|--|---|
| Shelf life | 1 year when stored in original, unopened packaging at 73°F (23°C) |
| Storage conditions | 50°F to 90°F (10°C to 32°C) |
| Color | |
| Part A | Green |
| Part B | Brown |
| Mixture | Dark green |

Protect containers from freezing in transit and storage. Provide for heated storage on site and deliver all materials at least 24 hours before work begins.

Application Characteristics

| | Flash Time* | Working Time** |
|---------------------------------|-----------------|------------------|
| At 73°F (23°C) and 50% humidity | 0 to 10 minutes | 45 to 60 minutes |

* Flash time is the recommended amount of time for a freshly applied adhesive to remain exposed to the air before the installation of a floor covering.

** Working time is the maximum amount of time that an adhesive can remain exposed to the air and still effectively bond to the floor covering.

Flash time and working time vary based on temperature, humidity, substrate porosity, trowel size and jobsite conditions.



Packaging

| Size |
|-----------------------|
| 2 U.S. gals. (7,57 L) |

Ultrabond
Turf-PU-2K



Approximate Coverage* – Direct Adhesive Bonding

| Flooring Type | Typical Trowel | Coverage |
|---|--|--|
| Artificial turf, with heavily textured backing |  1/4" x 1/4" x 1/4" (6 x 6 x 6 mm) | Full spread: 30 to 40 sq. ft. per U.S. gal. (0,73 to 0,98 m ² per L) Seaming scrim: 15 to 25 linear ft. per U.S. gal. (1,19 to 1,97 m per L) |
| Artificial turf, with smooth back or attached cushion backing |  1/8" x 1/8" x 1/8" (3 x 3 x 3 mm) | 85 to 95 sq. ft. per U.S. gal. (2,08 to 2,33 m ² per L) |

* Trowel dimensions are depth/width/space. Coverage shown is for estimating purposes only. Actual jobsite coverage may vary according to substrate conditions, type of trowel used and setting practices.

Refer to the Safety Data Sheet for specific data related to health and safety as well as product handling.

LEGAL NOTICE

The contents of this Technical Data Sheet ("TDS") may be copied into another project-related document, but the resulting document shall not supplement or replace requirements per the TDS in effect at the time of the MAPEI product installation. For the most up-to-date TDS and warranty information, please visit our website at

www.mapei.com. **ANY ALTERATIONS TO THE WORDING OR REQUIREMENTS CONTAINED IN OR DERIVED FROM THIS TDS SHALL VOID ALL RELATED MAPEI WARRANTIES.**

Before using, the user must determine the suitability of our products for the intended use,

and the user alone assumes all risks and liability. **ANY CLAIM SHALL BE DEEMED WAIVED UNLESS MADE IN WRITING TO US WITHIN FIFTEEN (15) DAYS FROM DATE IT WAS OR REASONABLY SHOULD HAVE BEEN DISCOVERED.**

We proudly support the following industry organizations:



MAPEI Headquarters of North America

1144 East Newport Center Drive
 Deerfield Beach, Florida 33442
 1-888-US-MAPEI (1-888-876-2734) /
 (954) 246-8888

Technical Services

1-800-992-6273 (U.S. and Puerto Rico)
 1-800-361-9309 (Canada)

Customer Service

1-800-42-MAPEI (1-800-426-2734)

Services in Mexico

0-1-800-MX-MAPEI (0-1-800-696-2734)

Edition Date: June 16, 2017

PR: 6274 MKT: 17-1779

**SYNTHETIC TURF SEAMING TAPE/
BACKINGTAPE**

XGS
Seamingtape C130



Technical data
 Dates ec ni ues

Seamingtape / ackingtape

Article: **ea ingtape**

Composition: Spunbonded Polyester 110 g/m² white coated with 25 g/m² PE

| | | | |
|---------------------|---------|---------|----|
| Mass per unit area | g/m | 135 g/m | |
| Thickness | mm | 0.44 | |
| Tensile strength CD | kN/m | 10 | 11 |
| Peel strength CD | N/100mm | 40 | 58 |

The data are average values and indicative.

January 2010

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SPECIFICATIONS

LANDSCAPING

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Exterior Artificial Tree Specifications A2 – A14

1. Description
 - 1.1. UV Available
 - 1.2. Ultraviolet blocking chemicals shall be impregnated into the materials, fabric, plastic and/or PVC parts during manufacturing
 - 1.3. Standard base shall be a plastic grow pot filled with concrete
 - 1.4. Custom steel base plates and decorative containers shall be available
 - 1.5. Leaves shall be plastic

2. Technical Characteristics

| Spec # | Properties | Description | Size | Additional Sizes | Trunk | Base | Color Options |
|--------|----------------------|-----------------|------|------------------|--------------------------|----------|-------------------------|
| A2 | Cedar | Single Stem | 10' | 3' – 24' | Natural Woo | Standard | No |
| A3 | Redwood | Single Stem | 5' | 4' – 24' | Natural Woo | Standard | No |
| A4 | Ancient Sequoia | Multi Stem | 5' | 4' – 8' | Natural Woo | Standard | No |
| A5 | Cedar | Single Stem | 6' | 3' – 24' | Natural Woo | Standard | No |
| A6 | Western Juniper | Multi Stem | 5' | Varies | Natural Woo | Standard | No |
| A7 | King Sago Palm | Single Stem | 36" | 36" – 8' | Plastic Coated | Standard | No |
| A8 | King Sago Palm | Multi Stem | 8' | 36" – 8' | Plastic Coated | Standard | No |
| A9 | Azalea Espalier | Layered Branche | 8' | Varies | Natural Woo | Standard | No |
| A10 | Ficus Benjamina | Single Stem | 16' | Varies | Sculpted Stem | Standard | No |
| A11 | Ficus Benjamina | Single Stem | 8' | Varies | Natural Woo | Standard | No |
| A12 | Bamboo | Multi Stem | 12' | Varies | Natural Woo | Standard | No |
| A13 | Limber Pine | Single Stem | 14' | Varies | Sculpted Stem | None | Smoky Blue or Tea Green |
| A14 | Columnar Limber Pine | Single Stem | 7' | Varies | Natural d Stem Woo | Standard | Smoky Blue or Tea Green |

Exterior Artificial Topiary, Hedge, Bush, and Screen Specs B1 – B18

1. Description

- 1.1. UV Available
- 1.2. Ultraviolet blocking chemicals shall be impregnated into the materials, fabric, plastic and/or PVC parts during manufacturing
- 1.3. Standard base shall be a plastic grow pot filled with concrete
- 1.4. Custom steel base plates and decorative containers shall be available
- 1.5. Leaves shall be plastic
- 1.6. Additional sizes shall be available

2. Technical Characteristics

| Spec # | Properties | Description | Size | Trunk | Base | Color Options |
|--------|-----------------------|----------------------|-------------|-------------------|------------------|-----------------|
| B1 | Boxwood Ball | Single Stem, 2 Balls | 6'x18" | Natural Wood Stem | Standard | No |
| B2 | Boxwood Cypress | Single Stem | 6' | Natural Wood Stem | Standard | No |
| B3 | Boxwood Hedge | Plywood Frame | 36"x15"x51" | N/a | Wood | No |
| B4 | Boxwood Ball | Single Stem, 1 Ball | 4' x 28" | Natural Wood Stem | Standard | No |
| B5 | Cedar Ball | Single Stem, 1 Ball | 36"x24" | Natural Wood Stem | Standard | No |
| B6 | Boxwood Elephant | Wire Frame | 36" | N/a | Wire | No |
| B7 | Boxwood Privacy Hedge | Heavy Gauge Frame | 4'x7'x4' | N/a | Galvanized Steel | No |
| B8 | Banyan Pyramidal | Single Stem | 5' | Natural Wood Stem | Standard | No |
| B9 | Azalea Hedge | Flowering | 36"x15"x51" | N/a | Plywood | Pink or Beauty |
| B10 | Azalea Ball | Flowering Topiary | 48" | Natural Wood Stem | Standard | Pink, Beauty or |
| B11 | Boxwood Column | Square Topiary | 8' | N/a | Standard | No |
| B12 | Boxwood Spiral | Trimmed Topiary | 8' | Natural Wood Stem | Standard | No |
| B13 | English Ivy Cypress | Topiary | 72" | N/a | Standard | No |
| B14 | English Ivy Ball | Topiary | Varies | N/a | Standard | No |
| B15 | Boxwood | Privacy Screen | 6'x9'x6' | N/a | Galvanized Steel | No |
| B16 | Boxwood | Screen | 4'x7' | N/a | Galvanized Steel | No |
| B17 | Azalea | Trellis | 2'x6' | N/a | Wood | Pink, Beauty or |
| B18 | English Ivy | Screen | 4'x7' | N/a | Galvanized Steel | No |

SPECIFICATIONS

PLANTS

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Artificial Plant, Foliage, Branches, and Grass Specs C1 – C16

1. Description

- 1.1. UV Available
- 1.2. Ultraviolet blocking chemicals shall be impregnated into the materials, fabric, plastic and/or PVC parts during manufacturing
- 1.3. Standard base shall be a plastic grow pot filled with concrete
- 1.4. Custom steel base plates and decorative containers shall be available
- 1.5. Leaves shall be plastic
- 1.6. Additional sizes shall be available

2. Technical Characteristics

| Spec # | Properties | Description | Size | Trunk | Base | Color Options |
|--------|----------------|--------------------|------------|-------------------|----------|---------------------------------|
| C1 | Boxwood | Plant | 36" | Natural Wood Stem | Standard | No |
| C2 | Sequoia | Plant | 18" | Natural Wood Stem | Standard | No |
| C3 | Boxwood | Foliage | 12" or 16" | N/a | N/a | No |
| C4 | Banyan | Plant | 36" | Natural Wood Stem | Standard | No |
| C5 | Azalea | Plant | 18" or 20" | N/a | Standard | Pink, Beauty or Cream |
| C6 | Azalea | Hanging Plant | 28" | N/a | Standard | Pink, Beauty or Cream |
| C7 | Barberry | Plant | 23" – 36" | N/a | Standard | Burgundy, Green or Light Green |
| C8 | Ribbon Grass | Foliage | 21" | N/a | N/a | Burgundy, Fall, Green, or Light |
| C9 | King Sago Palm | Branch w/82 Fronds | 24" | N/a | N/a | No |
| C10 | Sequoia | Plant | 48" | Natural Wood Stem | Standard | No |
| C11 | Savannah Grass | | 40"x28" | N/a | Standard | No |
| C12 | Sword Fern | Foliage | 47" | N/a | N/a | No |
| C13 | Buckler Fern | Foliage | 20" | N/a | N/a | No |
| C14 | Limber Pine | Spreader | 30" | Natural Wood Stem | Standard | No |
| C15 | Bay Leaf | Foliage | 36" | N/a | N/a | No |
| C16 | Field Grass | Foliage | 26" | N/a | N/a | No |



Every commercial landscape design should be extremely unique and nuanced. A commercial property which tells the perfect story, in the most distinct way and at a specific time enriches the experience and gives it a reason for being. It will not just be a special landscape but will be a memorable one for all your visitors. And to create an exclusive and experiential business space, you need incredibly fun and stylish decorative accents. **Looking for such decorative accessories which will not just be the center of attraction but brighten up the setting?** If you are, then this is the answer – our **collection of outdoor artificial Eucalyptus Bush Foliage**. Featuring a delightful mix of burgundy and green foliage, this outdoor artificial Eucalyptus Bush Foliage will be a star attraction in the landscape and will bring a refined look and feel to the setting.

Whether you want to create a theme or a healthy landscape, an attractive window box or hanging baskets, nothing comes better than this outdoor silk Eucalyptus Bush Foliage. **A great way to introduce a delightful, bright presence in the setting, our faux Eucalyptus Bush Foliage will bring a highly elegant and cozy feel in the space.** One of the most amazing foliage available, these fake Eucalyptus Bushes will bring flair to the setting and will be a


glamorous presence in the business space. Our artificial bush foliage is perfectly suited for display in office and corporate spaces, government buildings, healthcare and hospitality spaces, casinos, shopping malls, entertainment facilities, airports, colleges, schools and any other commercial spaces.

Our Eucalyptus Bush is crafted with high precision and attention to details using premium quality material. This gives our faux bushes and incredibly lifelike look and makes them maintenance free decorations. Designed with our exclusive technology which combines UV blocking with strong colorfast pigments, this bush is fade resistant and therefore perfectly suited for outdoor usage as well. No matter how harsh the weather conditions are, you can be assured that there will be no color loss.

An easy and inexpensive way to make your dour commercial space more effective, more fun and lovelier, our Eucalyptus Bush Foliage will be a charming presence in the setting. There are very few decorative elements which come close to the glamorous, fashionable and warm looks of these bushes.



SPECIFICATIONS

| | |
|-------------------------|--|
| NAME | EUCALYPTUS BUSH FOLIAGE (BURGUNDY/GREEN) (EXTERIOR) |
| DESCRIPTION | |
| SIZE(S) SHOWN | 18" |
| ITEM ID(S) SHOWN | EUC+18BG |
| FOLIAGE |  PERMALEAF® AVAILABLE PLASTIC LEAVES BURGUNDY, GREEN |

Y



SAVANNAH GRASS (EXTERIOR)



SPECIFICATIONS

| | |
|---------------------------|--|
| DESCRIPTION | |
| SIZE(S) SHOWN | 40" X 18" |
| ITEM ID(S) SHOWN | GSV140+ |
| FOLIAGE | <p>UV AVAILABLE Commercial Silk International's UV (Ultraviolet) artificial foliage is created through a process by which ultraviolet blocking chemicals are impregnated into the materials during the manufacturing process. These chemicals are blended with the fabric as well as the plastic or PVC parts. Our outdoor foliages have been tested for colorfastness according to ASTM G155-05, and after one year of UV exposure equivalent to Miami, Florida, our product had NO COLOR LOSS visible by sight.</p> <p>Plastic Leaves</p> |
| BASE | Our standard base is a plastic grow pot. Depending on the application for the artificial tree or plant, we can build a custom steel base plate. If you would like a decorative container, we can assist you with selecting the appropriate container from one of our many manufacturers. |
| CAD and 3-PART SPEC FILES | Request downloadable CAD and 3-Part Specifications for inclusion in your plans. Includes drawings in elevation and plan view as well as plant details. |

952-934-7666 fax 952-934-3807 800-241-2718

Commercial Silk Int'l

6300 Bury Drive Minneapolis, MN 55346 USA



www.plantscapeinc.com www.commercialsilk.com

A division of Plantscape Inc.

SPECIFICATIONS

POTS AND CONTAINERS

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Commercial Container Specifications D1 – D4

1. Description

- 1.1. Green fiberglass
- 1.2. 30% less fiberglass fossil fuel content
- 1.3. Reduced VOC Emissions

2. Specification D1 Excelsior Rectangle Characteristics

| Item ID | INSIDE DIMENSIONS | | | OUTSIDE DIMENSIONS | | | | | Grow Pot |
|------------|-------------------|-----------|--------|--------------------|-----------|-------------|------------|--------|-------------------------------|
| | Top Length | Top Width | Height | Top Length | Top Width | Base Length | Base Width | Height | |
| XEXR362411 | 34.2" | 8.4" | 8" | 36" | 10.5" | 36" | 10.5" | 24" | {4} 8" Of {5} 6" |
| XEXR141636 | 34" | 12" | 14" | 36" | 14" | 35.8" | 13.8" | 16" | {3} 10" or {4} 8" or {5} 6" |
| XEXR142436 | 34" | 12" | 22" | 36" | 14" | 35.6" | 13.7" | 24" | {3} 10" or {4} 8" or {5} 6" |
| XEXR143636 | 33.4" | 11.5" | 12.5" | 36" | 14" | 35.6" | 13.7" | 36" | {3} 10" or {4} 8" or {5} 6" |
| XEXR171648 | 46" | 14.5" | 14" | 48" | 16.5" | 47.7" | 16.3" | 16" | {4} 10" or {3} 12" or {3} 14" |
| XEXR172448 | 46" | 14.5" | 22" | 48" | 16.5" | 47.5" | 16.2" | 24" | {4} 10" or {3} 12" or {3} 14" |
| XEXR463648 | 45.7" | 14.2" | 16" | 48" | 16.5" | 47.5" | 16.2" | 36" | {4} 10" or {3} 12" or {3} 14" |
| XEXR242448 | 44" | 20" | 21" | 48" | 24" | 47.5" | 23.6" | 24" | {3} 14" or {2} 17" |

3. Specification D2 Carmen Cylinder With Short Stand Characteristics

| Item ID | INSIDE DIMENSIONS | | | OUTSIDE DIMENSIONS | | Grow Pot |
|----------|-------------------|-------|--------|--------------------|--------|----------|
| | Top | Base | Height | Wide Point | Height | |
| XCACOSXS | 4.25" | 3.5" | 4.2" | 5" | 5.5" | 4" |
| XCAC08XS | 6.75" | 5.2" | 6.75" | 7.7" | 8.9" | 6" |
| XCAC09XS | 8" | 5.7" | 8" | 10" | 10.5" | 6" |
| XCACIIXS | 10" | 7.1" | 10" | 12" | 13" | 8" |
| XCACI4XS | 12.9" | 9.2" | 12.9" | 14" | 17" | 10" |
| XCACI6XS | 14.5" | 10.4" | 14.5" | 17" | 18.5" | 12" |
| XCACI8XS | 16.8" | 12" | 16.8" | 19" | 21.5" | 14" |
| XCAC22XS | 21" | 15" | 21" | 22.5" | 26.5" | 17" |
| XCAC28XS | 26" | 18.5" | 26" | 28" | 33" | 21" |

4. Specification D3 Carmen Tall Cylinder With Tall Stand

| Item ID | INSIDE DIMENSIONS | | OUTSIDE DIMENSIONS | | | Grow Pot |
|-----------|-------------------|--------------|--------------------|----------|--------|----------|
| | Top DIA | Shelf Height | Top DIA | Base DIA | Height | |
| XCA Y13XT | 11.6" | 12" | 13.5" | 13" | 30" | 10" |
| XCA Y15XT | 13.4" | 14" | 15.75" | 15" | 35" | 12" |
| XCA Y18XT | 16.2" | 16" | 18.5" | 17" | 42" | 14" |

5. Specification D4 Carmen Tall Square With Tall Stand

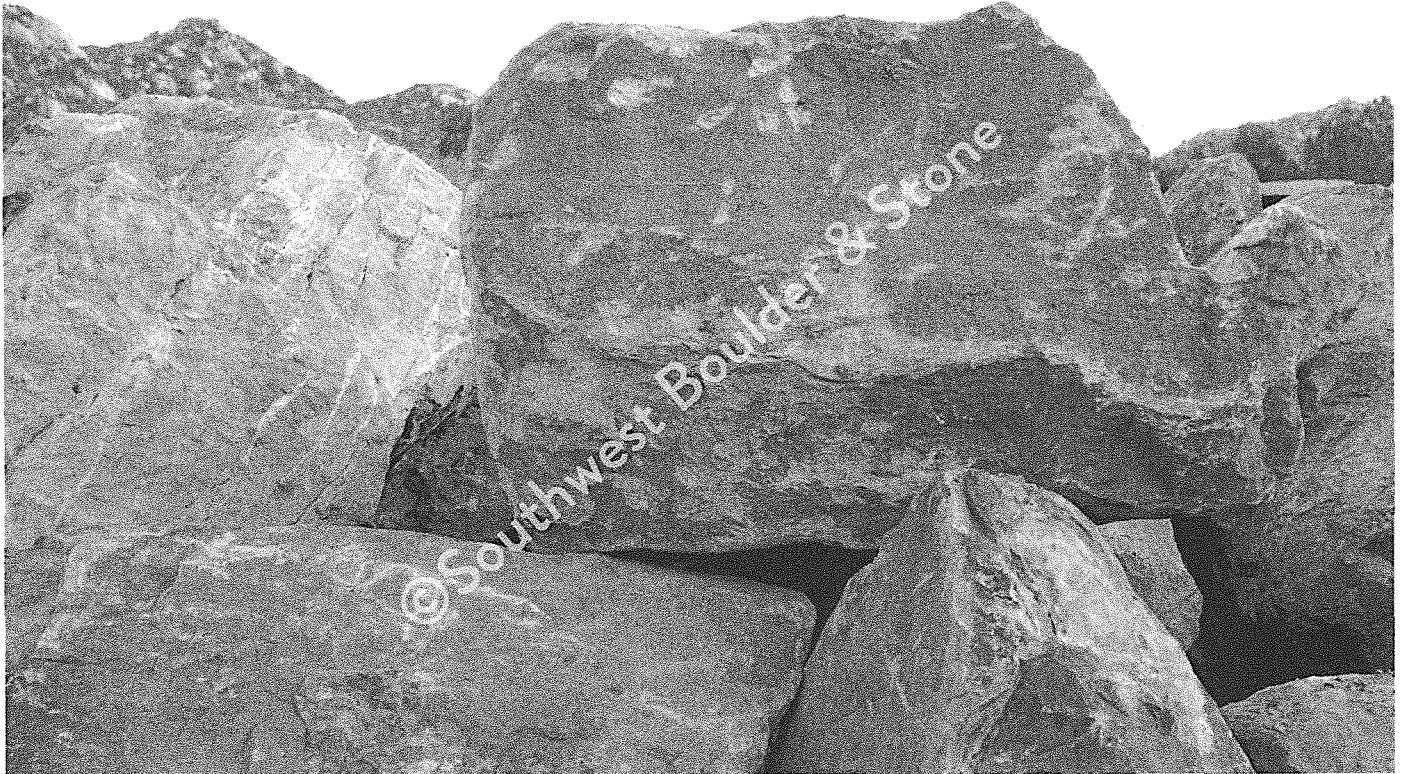
| Item ID | INSIDE DIMENSIONS | | | OUTSIDE DIMENSIONS | | | | Grow Pot |
|-----------|-------------------|-----------|--------------|--------------------|-----------|------------|--------|----------|
| | Top Length | Top Width | Shelf Height | Top Length | Top Width | Base Width | Height | |
| XCA Q13XT | 11.6" | 11.6" | 12" | 13.5" | 13.5" | 13" | 30" | 10" |
| XCA Q15XT | 13.5" | 13.5" | 14" | 15.75" | 15.75" | 15" | 35" | 12" |
| XCA Q18XT | 16.2" | 16.2" | 16" | 18.5" | 18.5" | 17" | 42" | 14" |

SPECIFICATIONS

ROCKS AND BOULDERS

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Baja Cresta



- Product Name:** Baja Cresta
- Description:** Churning with vibrant eruptions in bronze, teak, wine and verdigris, these rugged boulders seem only recently created.
- Size:** Boulders, Palletized rubble
- Color:** Rust-red with bronze
- Geology:** Granitic

SPECIFICATIONS

OUTDOOR TRACKS

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Plexitrac Track Surface Products

The Plexitrac System provides runners and owners with the **track surface** characteristics required for an optimum level of athletic performance. Plexitrac Systems are manufactured and installed using environmentally responsible materials and procedures. The non-solvent based Polyresin technology developed by California Products addresses the areas of most concern for owners and athletes:

- Value
- Maintainability
- Affordability
- Environmental Safety
- IAAF certifiable
- Warranty through Authorized Applicators



PLEXITRAC ACCELERATOR – POLYRESIN TRACK SYSTEM

APPLICATION FOR ASPHALT SURFACES

1.0 DESCRIPTION

This specification covers the installation of a new, high performance resilient track surfacing system for new asphalt surfaces. This polyresin track system, utilizes specially compounded, pigmented, water-based binders and select rubber granules to provide strength, flexibility and to prevent ultra violet degradation. A topcoat is applied to further protect against harmful UV rays and to reduce wear. The system provides a durable, resilient, spike resistant surface for recreational and competitive use.

NOTE: The success of the running track surface is dependent on a sound base (with good drainage) and the asphalt concrete meeting the requirements of The National Asphalt Paving Association and the U.S. Tennis Court and Track Builders Association. Variations of the existing subsurface should not exceed 1/8" in 10' (3mm in 3m) when measured in any direction with a straightedge.

2.0 MATERIALS – All liquid products shall be supplied by one manufacturer.

- 2.1 **Court Patch Binder** – Shall comply with Specification 10.14 of California Products Corporation.
- 2.2 **CP-4125** – Latex emulsion tack coat.
- 2.3 **Plexitrac Binder** – Shall comply with Specification 10.73 of California Products Corporation **(Red)**.*
- 2.4 **Rubber Granules** – Select granules for job mixing with Plexitrac Binder.
- 2.5 **Plexitrac Coating** – Shall comply with Specification 10.72 of California Products Corporation **(Red)**.*
- 2.6 **Plexicolor Line Paint** – Shall comply with Specification 10.4 of California Products Corporation.
- 2.7 **Plexicolor Pigment** – Water-borne pigment for enhanced color depth **(Red)**.*
- 2.8 **Water** – The water used in all mixtures shall be fresh and potable.

*Other colors available upon request and the availability of appropriate EPDM granules.

3.0 SURFACE PREPARATION

Allow all patchwork to dry thoroughly. The surface to be coated must be sound, smooth, and free from dust, dirt or oily materials.

4.1 **Primer Coat** – A tack coat of CP-4125 must be applied over the entire surface at a rate of .04 gal./s.y. Allow to dry thoroughly.

4.2 **Track surface** – Materials shall be applied to achieve a dense uniform surface of not less than the specified thickness in not less than 3 layers. The Plexitrac Binder must be evenly distributed amongst the rubber granules upon the application of materials. Coverage rates (Measured in accordance with I.A.A.F. standards):

| Color: | Thickness: | Rubber Granules: | Plexitrac Binder (Red): |
|---------------|-------------------|-------------------------|--------------------------------|
| Black | 3/8" (9.5mm) | 10.5 lbs./s.y. | .60 gal./s.y. |
| Red | 1/8" (3.0mm) | 5.0 lbs./s.y. | .21 gal./s.y. |

Coverage rate based on undiluted product. Binder to rubber ratio shall be 1 gallon Plexitrac Binder per 18 lbs. of Black S.B.R. Rubber and 1 gallon of Plexitrac Binder to 24 lbs. of Red E.P.D.M. Note: systems of a lesser thickness may be installed. Reduction in thickness shall be in the black base material.

To further enhance color depth, it is recommended to add 5 gallons of Plexicolor Pigment to each 55-gallon drum of Plexitrac Binder on the final spraycoat. Plexicolor Pigment is a water-borne colorant available from California Products. Colors other than red are available upon request.

The coverage rate for the rubber granules is dependent on the specific gravity (density) of the rubber and the installation method of surfacing system. Different densities will affect the dry bulk value of the rubber, which determines the weight per square yard for a specified thickness. The specific gravity for rubber particles can vary between colors, size, and manufacturers. It is recommended to consult the manufacturer for more information. Also, different application methods can affect the overall system density requiring lower or higher volumes of product. System weights and volumes shall be verified by on-site sample methods.

4.3 **Top Coat:** Plexitrac Coating shall be applied by approved spray equipment at a rate of not less than .10 gallons per square yard. If a smoother finish is desired, you may substitute Plexitrac Surfacer at not less than .30 gal./s.y.

4.4 **Linestriping** – Plexicolor line paint shall be applied to meet all rules and regulations of the local track federation.

5.0 LIMITATIONS

- No part of the construction shall be conducted during rainfall or when rain is imminent.
- Allow 4-5 hours to cure at 70F. Lower temperature and higher humidity will increase the dry time.

- Do not apply when surface temperature is above 130F.
- Apply only when ambient temperature is 50F and rising.
- Keep from freezing. Do not store in the hot sun.
- The Polyresin Track system will not prevent pavement cracks from occurring.
- Allow applications to thoroughly cure prior to subsequent applications.
- Use caution when applying materials to prevent overspray. Mask adjacent areas when necessary.
- Allow new asphalt surface to cure for a minimum of 14 days.

6.0 PHYSICAL PROPERTIES

6.1 **Plexitrac Binder** is a high solids pigmented binder containing specific fibers to promote strength. The Plexitrac Binder is capable of drying/curing to a depth of 10mm in a single lift when mixed at the specified levels of 1-3mm rubber granule.

Viscosity > 90 ku or >1200 cps Pigment and Filler >6% total formula

6.2 **Plexitrac Coating** is a fully pigmented acrylic topcoat system designed to have a high resistance to ultraviolet light. It is made from acrylic resins specifically designed for track surfaces to provide a tough, long lasting surface that can withstand the elements. It should be applied in at least 2 coats at a coverage rate of .05 gal./s.y. per coat.

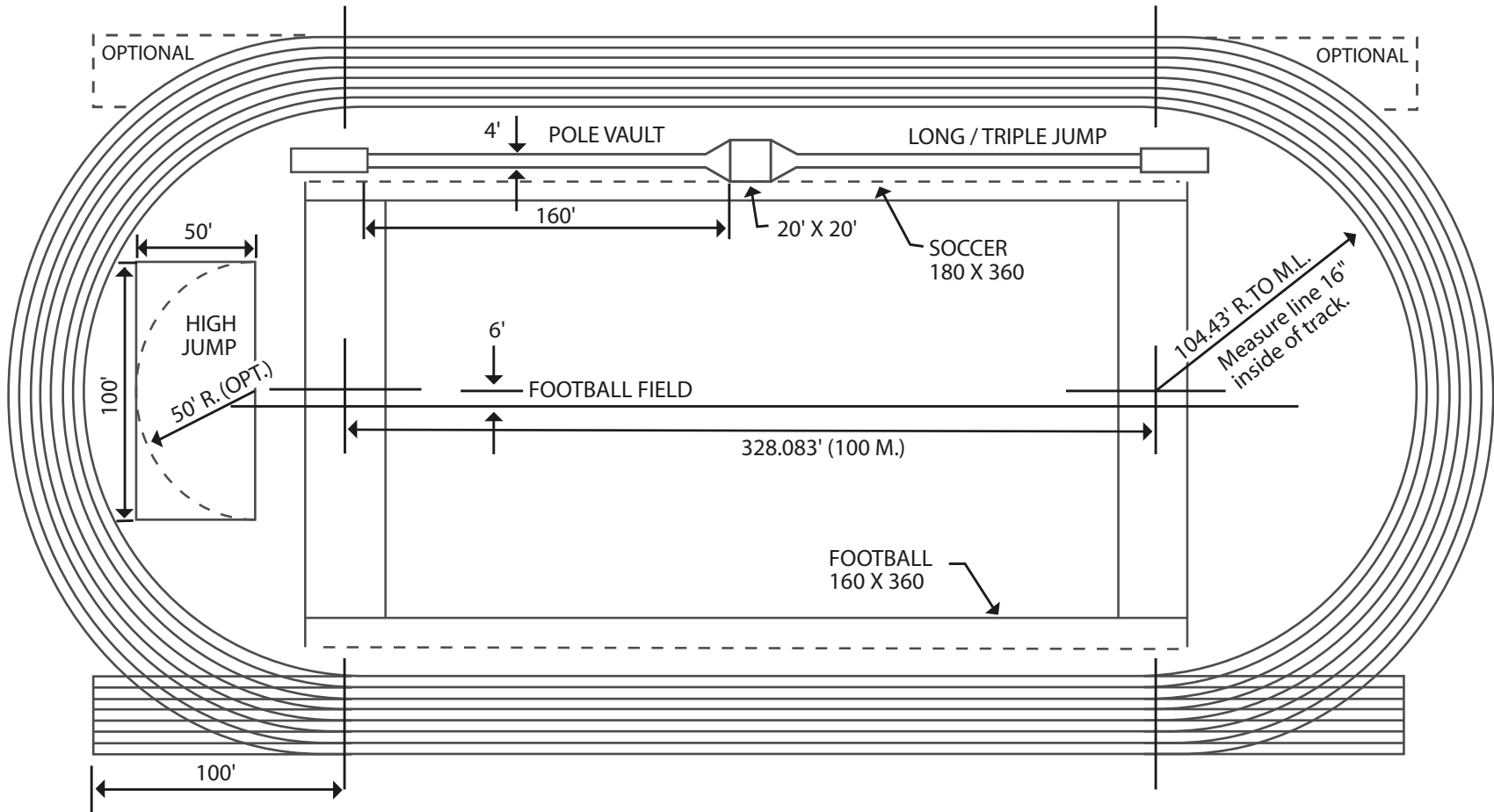
6.3 **Rubber Properties:** 1-3mm Sieve Analysis – other sieve sizes may be used to achieve a different surface texture at the discretion of the owner. Rubber supply can vary. Check compatibility with California Products Corporation.

| Mesh | M.M. | % Retained | Specific Gravity: Hardness: Shore A, 55-75 durometer |
|------|------|------------|--|
| 6 | 3.36 | 0-15% | Black Rubber Granules: 1.15-1.40 |
| 10 | 2.00 | 60-85% | Colored EPDM Rubber Granules: 1.40-1.60 |
| 18 | 1.0 | 10-30% | |
| PAN | 1.0 | 0-5% | |

7.0 **DISCLAIMER:** Suggestions for use of our product or inclusion of descriptive material from patents should not be understood as recommending the use of our product in violation of any patents.

8.0 **GENERAL:** Materials must be specifically designed for the construction of running track surfaces. Materials specified shall be delivered to the site in sealed, properly labeled drums with California Products Corporation labels that are stenciled with the proper batch code numbers. Products packaged or labeled in any other manner will not be accepted. Minimal addition of clear, fresh water at the job site is dependent on temperature and material flow. Coverage rates are based upon material prior to mixing the water. Dispose of empty containers in accordance with local, state and federal regulations.

RUNNING TRACK



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EXTERIOR/INTERIOR

COLORED RESILIENT TRACK SYSTEM

PLEXITRAC FLASH - POLYRESIN TRACK SYSTEM

APPLICATION FOR ASPHALT SURFACES

1.0 DESCRIPTION

This specification covers the installation of a new colored, high performance resilient track surfacing system for new asphalt surfaces. This track system utilizes specially compounded, pigmented, water-based binders and select rubber granules to provide strength, shock absorbance, flexibility and to prevent ultraviolet light degradation. A topcoat is applied to further protect against harmful UV rays and to reduce wear. The system provides a durable, colored resilient, spike resistant surface for recreational and competitive use.

NOTE: The success of the running track surface is dependent on a sound base (with good subsurface and perimeter drainage) and the asphalt concrete meeting the requirements of The National Asphalt Paving Association and the American Sport Builders Association. Variations of the existing subsurface should not exceed 1/8" in 10' when measured in any direction with a straightedge.

2.0 MATERIALS - All liquid products shall be supplied by one manufacturer.

- 2.1 Court Patch Binder** - Shall comply with Specification 10.14 of California Products.
- 2.2 CP-4125** - Latex emulsion tack coat shall comply with Specification 10.75 of California Products.
- 2.3 Plexitrac Binder** - Shall comply with Specification 10.73 of California Products (*** color to be selected**).
- 2.4 Rubber Granules** - Select granules for job mixing with Plexitrac Binder.
- 2.5 Plexitrac Coating** - Shall comply with Specification 10.70 of California Products (*** color to be selected**).
- 2.6 Plexitrac Surfacer**- Shall comply with Specification 10.71 of California Products (*** color to be selected**)
- 2.7 Plexicolor Line Paint** - Shall comply with Specification 10.4 of California Products.
- 2.8 Plexicolor Pigment** - Water-borne pigment for enhanced color depth (*** color to be selected**).
- 2.9 Water** - The water used in all mixtures shall be fresh and potable.

*** Red is the standard color. Other colors are available at a higher cost.**

3.0 SURFACE PREPARATION

- 3.1** Prior to the application of surfacing materials, the entire surface should be flooded and checked for minor depressions or irregularities. Any puddled area covering a nickel shall be marked and repaired with Court Patch Binder according to CPC Specification 10.14. After patching, the asphalt surface shall not vary more than 1/8" in 10' measured in any direction.

4.0 CONSTRUCTION

Allow all patchwork to dry thoroughly. The surface to be coated must be sound, smooth and free from dust, dirt or oily materials.

- 4.1 Primer Coat** - A tack coat of CP-4125 must be applied over the entire surface at a rate of .04 gal./s.y. Allow to dry thoroughly.

4.2 Track Surface – Materials shall be applied to achieve a dense uniform surface of not less than the specified thickness. The Plexitrac Binder must be evenly distributed amongst the rubber granules upon the application of materials. Coverage rates (Measured in accordance with I.A.A.F. standards):

| Color: | Thickness: | Rubber Granules: | Plexitrac Binder (Red): |
|-----------------------|-------------------|-------------------------|--------------------------------|
| Black SBR | 3/8" (9.5MM) | 8.5 lbs./s.y. | .50 gal./s.y. |
| EPDM (selected color) | | 2.5 lbs./s.y. | .10 gal./s.y. |
| <hr/> | | | |
| Black SBR | 1/2" (12.5MM) | 12.0 lbs./s.y. | .68 gal./s.y. |
| EPDM (selected color) | | 2.5 lbs./s.y. | .10 gal./s.y. |

Coverage rate based on undiluted product. Binder to rubber ratio shall be less1 gallon Plexitrac Binder per 18 lbs. of Black S.B.R. Rubber and 1 gallon per 24 lbs. of Colored EPDM Rubber.

Note: Binder to rubber ratios may vary depending on the actual sieve analysis of the rubber.

To further enhance color depth, add 5 gallons of Plexicolor Pigment to each 55-gallon drum of Plexitrac Binder on the last 2 applications of Plexitrac Binder spraycoat. Plexicolor Pigment is a water-borne colorant available from California Products.

The coverage rates for the rubber granules are dependent on the specific gravity (density) of the rubber and the installation method of the surfacing system. Different densities will effect the dry bulking value of the rubber, which determines the weight per square yard for a specified thickness. The specific gravity for rubber particles can vary between colors, size, and manufacturers. It is recommended to consult the manufacturer for more information. Also, different application methods can effect the overall system density requiring lower or higher volumes of product. System weights and volumes shall be verified by on site sample methods.

It is very important that the final layer of Black rubber be fully coated with the highly pigmented Plexitrac Binder. The track surface should be dense and uniform. The application of the color and EPDM rubber must be carefully installed to insure uniformity.

4.3 Top Coat Options- Plexitrac Coating shall be applied by approved spray equipment at a rate of not less than .10 gallons per square yard.

Plexitrac Surfacers may be used in lieu of **Plexitrac Coating** (at an additional cost) if a denser texture is desired and shall be applied by approved spray equipment at a rate of not less than .30 gallons per square yard

4.4 Linestripping - Plexicolor line paint shall be applied to meet all rules and regulations of the local track federation.

5.0 LIMITATIONS

- No part of the construction shall be conducted during rainfall or when rain is imminent.
- Allow 4 – 5 hours to cure at 70°F. Lower temperature and higher humidity will increase the dry time.
- Do not apply when surface temperature is above 130°F.
- Apply only when ambient temperature is 50°F and rising.
- Keep from freezing. Do not store in the hot sun.
- The Plexitrac System will not prevent pavement cracks from occurring.
- Allow applications to thoroughly cure prior to subsequent applications.
- Use caution when applying materials. Mask adjacent areas when necessary to prevent overspray.
- Allow new asphalt surfaces to cure for a minimum of 14 days.

6.0 PHYSICAL PROPERTIES

6.1 Plexitrac Binder is a high solids pigmented water-based binder containing special fibers to promote strength. The Plexitrac Binder is capable of drying/curing to a depth of 10mm in a single lift when mixed at the specified levels of 1-3 mm rubber granules.

Viscosity > 90 ku or > 1200 cps Pigment and Filler > 6% total formula

6.2 Plexitrac Coating is a fully pigmented, topcoat system designed for ultraviolet light environments. It is designed to stabilize and protect the underlying resilient surfacing system.

6.3 Plexitrac Surfacer is a fully pigmented, acrylic top coat system designed for high ultraviolet light environments. It is made from acrylic resins and fully encapsulated EPDM rubber granules specifically designed for track surfaces to provide a tough, long-lasting surface that can withstand the elements.

6.4 Rubber Properties: 1 - 3mm Sieve Analysis - Other sieve sizes of black rubber may be used to achieve a different surface texture at the discretion of the owner. Rubber supply can vary. Check compatibility with California Products Corporation. The EPDM pigment rubber must meet this gradation.

| Mesh | M.M. | % Retained | Specific Gravity: Hardness: Shore A, 55-75 durometer Black Rubber Granules: 1.15-1.40 |
|-------------|-------------|-------------------|--|
| 6 | 3.36 | 0-15% | |
| 10 | 2.00 | 60-85%. | Colored EPDM Rubber Granules: 1.40-1.60 |
| 18 | 1.00 | 10-30% | |
| PAN | 1.00 | 0-5% | |

7.0 DISCLAIMER: Suggestions for use of our product or inclusion of descriptive material from patents should not be understood as recommending the use of our product in violation of any patents.

8.0 GENERAL

Materials must be specifically designed for the construction of running track surfaces. Materials specified shall be delivered to the site in sealed, properly labeled drums with California Products Corporation labels that are stenciled with the proper batch code numbers. Products packaged or labeled in any other manner will not be accepted. Minimal addition of clear, fresh water at the job site is dependent on temperature and material flow. Coverage rates are based upon material prior to mixing with water. Dispose of empty containers in accordance with local, state and federal regulations.



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SECTION 10.80

EXTERIOR/INTERIOR

**SITE IMPROVEMENTS
ATHLETIC FACILITIES**

PLEXITRAC LIGHTNING

POLYRESIN TRACK SYSTEM

APPLICATION FOR ASPHALT SURFACES

1.0 DESCRIPTION

This specification covers the installation of a new, high performance resilient track surfacing system for new asphalt surfaces. This track system utilizes specially compounded, pigmented, water-based binders and select rubber granules to provide strength, flexibility and to prevent ultra violet degradation. Also a topcoat is applied to further protect against harmful UV rays and to reduce wear. The system provides a durable, resilient, spike resistant surface for recreational and competitive use.

NOTE: The success of the running track surface is dependent on a sound base (with good drainage) and the asphalt concrete meeting the requirements of The National Asphalt Paving Association and the U.S. Tennis Court and Track Builders Association. Variations of the existing subsurface should not exceed 1/8" in 10' when measured in any direction with a straightedge.

2.0 MATERIALS – All liquid products shall be supplied by one manufacturer.

2.1 **Court Patch Binder** – shall comply with Specification 10.14 of California Products Corporation.

2.2 **CP-4125** – Latex emulsion tack coat.

2.3 **Plexitrac Binder** – shall comply with Specification 10.73 of California Products Corporation (**Black**).

2.4 **Rubber Granules** – select granules for job mixing with Plexitrac Binder.

2.5 **Plexitrac Coating** – shall comply with Specification 10.70 of California Products Corporation (**Black**).

2.6 **Plexicolor Line Paint** – shall comply with Specification 10.4 of California Products Corporation.

2.7 **Plexicolor Pigment** – Water-borne pigment for enhanced color depth (**Black**).

2.8 **Water** – The water used in all mixtures shall be fresh and potable.

3.0 SURFACE PREPARATION

3.1 Prior to the application of surfacing materials, the entire surface should be flooded and checked for minor depressions or irregularities. Any puddled area covering a nickel shall be marked and repaired with Court Patch Binder according to CPC Specification 10.14. After patching, the asphalt surface shall not vary more than 1/8” in 10’ measured in any direction.

4.0 CONSTRUCTION

Allow all patchwork to dry thoroughly. The surface to be coated must be sound, smooth and free from dust, dirt, or oily materials.

4.1 **Primer Coat** – A tack coat of CP-4125 must be applied over the entire surface at a rate of .04 gal./s.y. Allow to dry thoroughly.

4.2 **Track Surface** – Materials shall be applied to achieve a dense uniform surface of not less than the specified thickness in not less than three layers. The Plexitrac Binder must be evenly distributed amongst the rubber granules upon the application of materials. Coverage rates (measured in accordance with I.A.A.F. standards):

| Color: | Thickness: | Rubber Granules: | Plexitrac Binder (Black): |
|---------------|-------------------|-------------------------|----------------------------------|
| Black | 3/8” (9.5MM) | 10.5 lbs./s.y. | .60 gal./s.y. |
| Black | 1/2” (12.5MM) | 14.0 lbs./s.y. | .78 gal./s.y. |

Coverage rate based on undiluted product. Binder to rubber ratio shall be 1 gallon Plexitrac Binder per 18 lbs. of Black S.B.R. Rubber.

To further enhance color depth, it is recommended to add 5 gallons of Plexicolor Pigment to each 55-gallon drum of Plexitrac Binder on the final spray coat. Plexicolor Pigment is a water-borne colorant available from California Products.

The coverage rate for rubber granules is dependent on the specific gravity (density) of the rubber and the installation method of the surfacing system. Different densities will affect the dry bulking value of the rubber, which determines the weight per square yard for a specified thickness. The specific gravity for rubber particles can vary between colors, size, and manufacturers. It is recommended to consult the manufacturer for more information. Also, different application methods can affect the overall system density requiring lower or higher volumes of product. System weights and volumes shall be verified by on site sample methods.

4.3 **Top Coat** – Plexitrac Coating shall be applied by approved spray equipment at a rate of not less than .10 gallons per square yard. If a smoother finish is desired, you may substitute Plexitrac Surfacer at not less than .30 gal./s.y.

4.4 **Line striping** – Plexicolor line paint shall be applied to meet all rules and regulations of the local track federation.

5.0 LIMITATIONS

- No part of the construction shall be conducted during rainfall or when rain is imminent.
- Allow 4-5 hours to cure at least 70F. Lower temperature and higher temperature will increase the drying time.
- Do not apply when surface temperature is above 130F.
- Apply only when ambient temperature is 50F and rising.
- Keep from freezing. Do not store in the hot sun.
- The Polyresin Track System will not prevent pavement cracks from occurring.
- Allow applications to thoroughly cure prior to subsequent applications.
- Use caution when applying materials near adjacent areas. Mask when necessary to prevent over spray.
- Allow new asphalt to cure for a minimum of 14 days.

6.0 PHYSICAL PROPERTIES

6.1 **Plexitrac Binder** is a high solids pigmented binder containing special fibers to promote strength. The Plexitrac Binder is capable of drying/curing to a depth of 10mm in a single lift when mixed at the specified levels of 1-3mm rubber granules:

Viscosity > 90 ku or >1200 cps Pigment and Filler > 6% total formula

6.2 **Plexitrac Coating** is a fully pigmented acrylic topcoat system designed to have a high resistance to ultraviolet light. It is made from acrylic resins specifically designed for track surfaces to provide a tough, long lasting surface that can withstand the elements. It should be applied in 2 coats at a coverage rate of .05 gal./s.y. per coat.

6.3 **Rubber Properties:** 1-3mm Sieve Analysis – other sieve sizes may be used to achieve a different surface texture at the discretion of the owner. Rubber supply can vary. Check compatibility with California Products Corporation.

| Mesh | M.M. | % Retained | Specific Gravity: Hardness: Shore A, 55-75 durometer |
|----------|------|------------|--|
| 6 | 3.36 | 0-15% | Black Rubber Granules: 1.15-1.40 |
| 10 | 2.00 | 60-85% | Color EPDM Rubber Granules: 1.40-1.60 |
| 18 | 1.00 | 10-30% | |
| PAN 1.00 | 0-5% | | |

7.0 **DISCLAIMER:** Suggestions for use of our product or inclusion of descriptive material from patents should not be understood as recommending the use of our product in violation of any patents.

8.0 GENERAL:

Materials must be specifically designed for the construction of running track surfaces. Materials specified shall be delivered to the site in sealed, properly labeled drums with

California Products labels that are stenciled with the proper patch numbers. Products packaged or labeled in any other manner will not be accepted. Minimal addition of clear, fresh water at the job site is dependent on temperature and material flow. Coverage rates are based upon material prior to mixing with water. Dispose of empty containers in accordance with local, state and federal regulations.



PLEXITRAC SURFACER

Application on Asphalt

1.0 DESCRIPTION

This specification covers the application of an EPDM rubber filled acrylic wearing surface for hot mix asphalt running and jogging tracks. Plexitrac Surfacers is an acrylic coating designed to retard oxidation and raveling of the asphalt surface while providing flexibility and resiliency.

Note: The success of the process is dependent on a sound, well-drained base. The base must meet the minimum requirements of the U.S. Tennis Court and Track Builders Association. Surface variation should not be greater than 1/8 inch to 10 feet when measure in any direction with a straightedge.

2.0 Materials

- 2.1 Plexipave Court Patch Binder – shall comply with Specification 10.14 of California Products Corporation.
- 2.2 Acrylic Resurfacer – shall comply with Specification 10.8 of California Products Corporation.
- 2.3 Plexitrac Surfacers – shall comply with Specification 10.71 of California Products Corporation.
- 2.4 Plexicolor Line Paint – shall comply with Specification 10.4 of California Products Corporation.
- 2.5 Water – shall be fresh and potable.

3.0 Construction

3.1 Surface Preparation

Prior to the application of surfacing materials, the entire surface should be flooded and checked for minor depressions or irregularities. Any puddle area covering a nickel shall be marked and repaired with Court Patch Binder using the following mix:

- 100 lbs. 60-80 mesh silica sand (dry)
- 3 gallons Plexipave Court Patch Binder
- 1 to 2 gallons Portland Cement (dry) (depending on humidity and temperature)

A tack coat consisting of 1 part Court Patch Binder and 2 parts water shall be applied to the patch areas and allowed to dry thoroughly prior to patching. For more information see California Products Corporation Specification 10.14 or Plexipatch Specification 10.21.

After patching, the surface shall not vary more than 1/8" in ten feet measured in any direction.

3.2 Underlayment (Acrylic Resurfacer)

In order to provide a smooth, dense underlayment for the Plexitrac Surfacer, one application of California Acrylic Resurfacer shall be applied to the surface to obtain coverage of 15-20 sq. yds. per gallon (.07-.05 gallons per square yard). No application shall be covered by a succeeding application until thoroughly cured. Dilution with water and sand is required utilizing the following mix:

Acrylic Resurfacer – 55 gallons
 Water – 20-40 gallons
 Sand (60-80 mesh) – 600-900 lbs.
 Liquid Yield – 112-138 gallons

3.3 Textured Wearing Surface (Plexitrac Surfacer)

Plexitrac Surfacer shall be applied in two applications to obtain a total quantity of 0.36-.44 gallons per square yard prior to any dilution. No application shall be covered until the previous application is thoroughly dried.

Application shall be made by 50-durometer rubber-faced squeegee or spray unit approved by manufacturer. 1 1/4" air-operated double diaphragm pump (70 g.p.m.) powered by a 5.5 h.p. air compressor with a surge dampener to control pulsation. System utilizes a seal coating spray wand and spray tips (tip sizes: 80/50 or 80/70).

Mixing – Plexitrac Surfacer shall be thoroughly mixed by mechanical means prior to application. No segregation of the material during application shall be permitted.

Plexitrac Surfacer should be mixed with clean water prior to application. Recommended mix ratio is 4 parts Plexitrac Surfacer to 1 part water.

4.0 **Event and Lane Markings**

Lane lines, start and finish lines and event markings shall all be positioned and marked according to the current rules of the governing organization.

All marking paint shall be Plexicolor Line Paint in the color designated by the owner.

5.0 **Limitations**

- Apply only when ambient temperature is 50F and rising.
- Do not apply when rain or high humidity is imminent.
- Do not apply if surface temperature is in excess of 140F.
- Do not allow spillage to dry on surface.
- Keep from freezing – do not store in the hot sun.
- Allow new asphalt to cure at least 14 days in summer conditions.
- Plexitrac Surfacer will not correct inherent deficiencies of the existing surfacing system.

6.0 Clean Up

Upon the completion of work, the contractor shall remove all containers and debris and dispose in accordance with local, state and federal regulations. The site shall be in a clean and orderly condition acceptable to the owner.

Plexitrac[®]

California[®]
SPORTS SURFACES



ADVANCED TRACK SURFACING SYSTEMS

ABOUT US

Since 1953, California Sports Surfaces has been a pioneer in research and technology of acrylic sports surfacing. Plexitrac, a brand of California Sports Surfaces, is the premier source and recognized leader of waterborne sports surfaces worldwide. Our research and development team continuously strive to design tracks that are innovative, adaptable and environmentally responsible.

Plexitrac partners with an elite network of trained field representatives and authorized applicators in the sports surfacing marketplace. These local sports builders are knowledgeable in application techniques, project management and facility construction. Every installation is backed by an organization that is recognized as a world leader in acrylic sport surfacing systems.

California Sports Surfaces is a proud member of the American Sport Builders Association (ASBA) and is an authorized surfacing supplier to the US Track and Field and Cross Country Coaches Association (USTFCCCA).

PLEXITRAC OVERVIEW

Plexitrac is an advanced track system designed to provide the optimal combination of safety and force reduction. These are constructed to minimize fatigue and stress, reducing the probability of injuries, while delivering outstanding results. Plexitrac is the smart choice for retexturing, rejuvenating and enhancing existing asphalt, SBR/EPDM latex, urethane, and rubber-asphalt running tracks while offering significant cost savings compared to the majority of polyurethane or vulcanized-rubber systems.

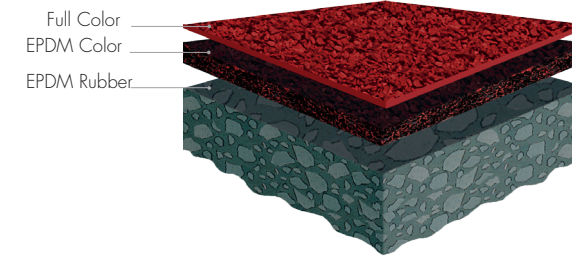
With proven performance in all climate conditions, Plexitrac protects against fade and degradation from the heat and sun and performs in temperatures from 40° - 120°F (4° - 49°C).

Proprietary polyresin binders strike the perfect balance between the dynamic response needed for championship competition and cushioning. Comprised of a unique structural mix of select water-based resins, Plexitrac provides a durable, cohesive, high performance and budget friendly track surface.

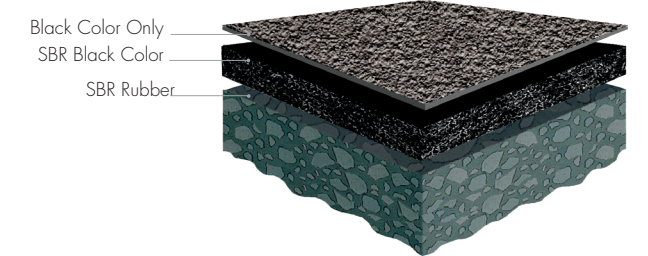
Plexitrac systems could be eligible for valuable credits under the U.S. Green Building Council (USGBC) LEED rating system. Also, they meet or exceed the International Association of Athletic Federations (IAAF) requirements for force reduction, modified vertical deformation and slip resistance.

PLEXITRAC SYSTEMS

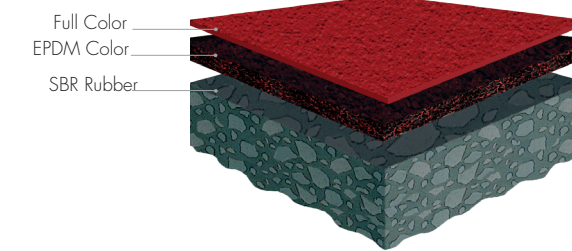
ACCELERATOR



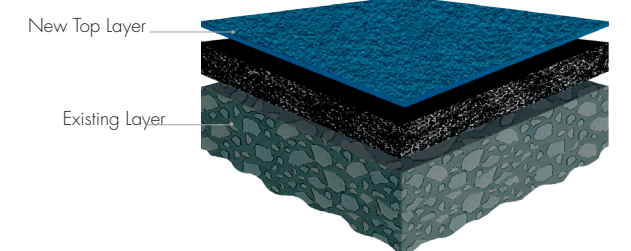
LIGHTNING



FLASH



SURFACER





PLEXITRAC LIGHTNING

Provides a long-lasting, affordable track for collegiate, scholastic and fitness facilities.

Comprised of select black SBR rubber granules bound together with a black pigmented Plexitrac Binder.

Top coated with a highly pigmented black finish coat of either Plexitrac Coating or Surfacers for additional long-term UV light stability and abrasion resistance.

Plexitrac Lightning can be upgraded to Plexitrac Accelerator at scheduled maintenance cycles and is the most economical solution for track systems.



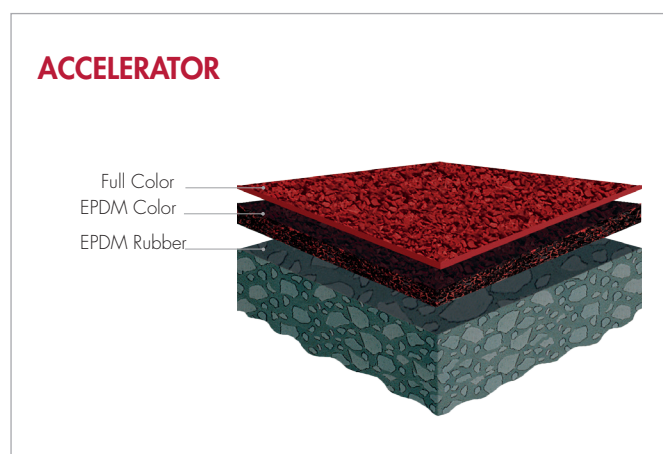
Colors Available: 

PLEXITRAC ACCELERATOR

Offers the highest levels of performance for texture, longevity and athletic capability.

EPDM surface top coated with the Polyresin Plexitrac Coating, ensuring uniformity and years of UV light stable color. EPDM embedded layers provide optimum traction and color intensity.

Meets force reduction, deformation and co-efficient of friction requirements of the IAAF and has low maintenance costs.



Colors Available:    
 Custom colors available upon request.

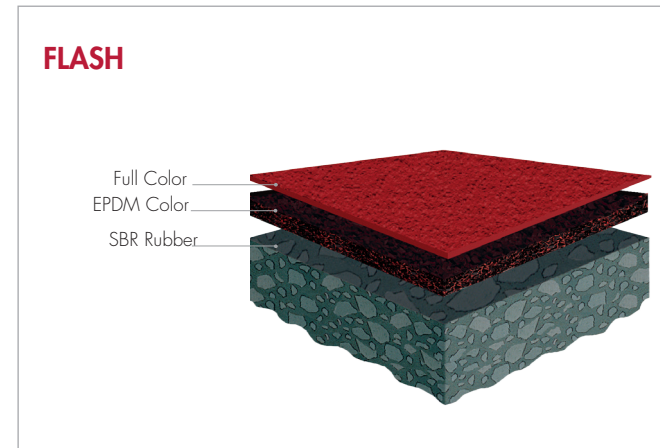




PLEXITRAC FLASH

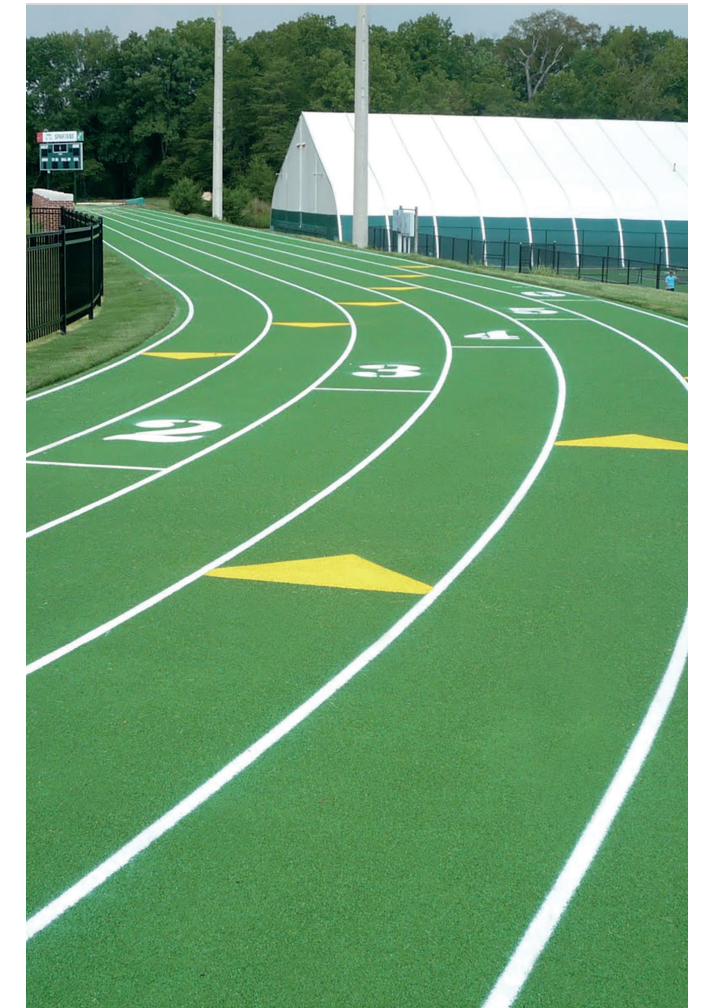
Consists of a base layer of black SBR rubber bound together by Plexitrac Binder for color depth.

Base layer substrate is layered with an application of a colored EPDM followed by multiple spray applications of Plexitrac coating for color intensity.



Colors Available:

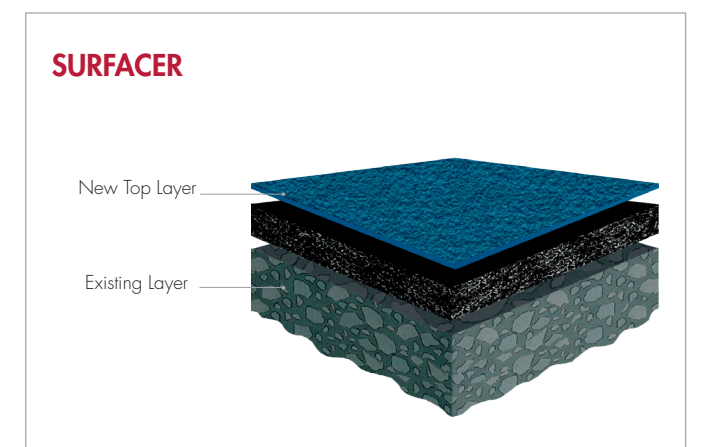
SURFACER MAINTENANCE SYSTEM



Plexitrac Surfacer is a Polyresin/Polymer Resin topcoat and retexturizing finish for existing latex and urethane track surfaces.

Ideal for revitalizing worn running track surfaces.

Highly pigmented composition is filled with EPDM rubber granules for texture and filling of an existing track surface.



Colors Available:
Custom colors available upon request.



PLEXITRAC Plexitrac is the premier source and recognized leader of waterborne sports surfaces worldwide. With an outstanding reputation of high-quality products, Plexitrac systems offer a variety of color, texture, performance and budget with authorized applicators available worldwide. Alongside excellent service and support, Plexitrac has been the trusted choice for over 30 years.

www.Plexipave.com/track
orders@cssurfaces.com

Plexitrac[®]



California[®]
SPORTS SURFACES



150 Dascomb Rd., Andover, MA 01810
 978.623.9980 • www.icp-construction.com

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Plexitrac Maintenance Guidelines

The following list of suggestions are guidelines that should be considered by the owners of all weather running track surfaces for the proper preservation of their investment:

1. Spike use should be kept to a minimum of 1/8" pyramid spikes. Pin spikes or larger spikes could prematurely wear the surface, especially in starting, dash, and field event areas.
2. Public walkers and joggers should use the outer lanes. Lanes 1 and 2 are the most commonly run in areas and will wear significantly faster if jogging traffic is not diverted.
3. Where cheerleaders and teams congregate along the track, protective matting should be considered to avoid abnormal wear.
4. Absolutely NO pets, skateboarding, rollerblading or bikes shall be permitted at any time.
5. At least twice per year, the track should be cleaned of loose dirt and debris. Removal of loose debris will minimize the unnecessary abrasion caused by dirt and sand. Most maintenance departments have walk-behind blowers.
6. Protective matting should be used at high traffic crossing areas and near gates and for athletes using the infield.
7. It is recommended that many of the "Do's and Don'ts" be posted publicly. (i.e. joggers use of the outer lanes, spike use, no bikes, etc...)
8. Care should be taken using lawnmowers, golf carts and other similar machines. Lawnmower blades can cut the surface and the turning of wheels can also cause significant damage. Heavy motor vehicles such as trucks or autos should not use the track.
9. Follow a regular maintenance cycle to preserve the life of the surface, including a depth measurement every year after the track is at least three years old. Check with your surfacing contractor for an idea of the best procedures for renovation as well as estimates for budgetary purposes.
10. Do not allow fertilizer or grass seed to be spread on the track surface.
11. Adjust the sprinkler system to minimize water "ponding" on the surface.
12. Evaluate track surface every spring for loose areas or delaminations. Contact the installer for guidance or materials on repairs to be done during summer weather conditions.
13. Keep a written record of repairs and inspections.
14. General Suggestions:
 - Re-stripe every 3-5 years
 - Recoat every 5-7 years
 - Additional depth every 10-15 years.

SPECIFICATIONS

[END OF SECTION]

EXECUTED DOCUMENTS

Synthetic Turf, Concrete, Asphalt and Ancillary Equipment – Bid Pkg. No. 2
Wiseburn Unified School District
February 13, 2018

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Daily Breeze

21250 Hawthorne Blvd, Ste 170
Torrance, CA 90503-4077
310-543-6635
Fax: 310-316-6827

5041856

WISEBURN SCHOOL
13530 AVIATION BLVD
HAWTHORNE, CA 90250

FILE NO. DB 2-51

**PROOF OF PUBLICATION
(2015.5 C.C.P.)**

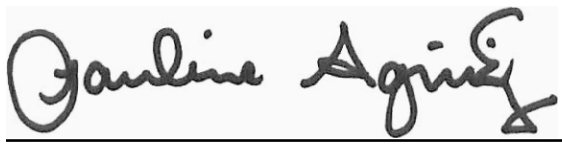
**STATE OF CALIFORNIA
County of Los Angeles**

I am a citizen of the United States and a resident of the County aforesaid; I am over the age of eighteen years, and not a party to or interested in the above-entitled matter. I am the principal clerk of the printer of THE DAILY BREEZE, a newspaper of general circulation, printed and published in the City of Torrance*, County of Los Angeles, and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of County of Los Angeles, State of California, under the date of June 10, 1974, Case Number SWC7146. The notice, of which the annexed is a printed copy (set in type not smaller than nonpareil), has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

02/13/2018, 02/20/2018

I certify (or declare) under the penalty of perjury that the foregoing is true and correct.

Dated at Torrance, California
On this 20th day of February, 2018.



Signature

*The Daily Breeze circulation includes the following cities: Carson, Compton, Culver City, El Segundo, Gardena, Harbor City, Hawthorne, Hermosa Beach, Inglewood, Lawndale, Lomita, Long Beach, Manhattan Beach, Palos Verdes Peninsula, Palos Verdes, Rancho Palos Verdes, Rancho Palos Verdes Estates, Redondo Beach, San

Synthetic Turf, Concrete, Asphalt and Ancillary Equipment – Bid Pkg. No. 2
Wiseburn Unified School District
February 13, 2018

(Space below for use of County Clerk Only)

Legal No. **0011079026**

DB 2-51
WISEBURN UNIFIED SCHOOL DISTRICT
NOTICE TO CONTRACTORS CALLING FOR BIDS
Please submit all questions related to this Bid to Wiseburn School District

School District: Wiseburn Unified School District of Los Angeles County, CA. (Hereinafter 'DISTRICT'.)

Bid Deadline: BP #2 - Not later than 1:00 PM, Friday, March 9, 2018.

Bid Opening: Bids shall be opened publicly and read aloud following the Bid Deadline stated above.

Place of Bid Opening: DISTRICT OFFICE
201 N. Douglas
El Segundo, CA 90245 (310) 331-8102

Project Identification Name: Synthetic Turf, Concrete, Asphalt, and Ancillary Equipment for Routine and Deferred Maintenance
201 N. Douglas Street
El Segundo, CA

NOTICE IS HEREBY GIVEN that the DISTRICT, acting by and through its Governing Board, will receive up to, but not later than the above-stated time, sealed bids for the award of Contracts for the following bid packages of work to be performed:

| Bid Pkg.# | Scope of Work | License Requirements |
|-----------|---|----------------------|
| 2 | Synthetic Turf, Concrete, Asphalt, and Ancillary Equipment for Routine and Deferred Maintenance | B & C15 |

All Bids shall be made and presented on forms furnished by the District. Bids shall be received in the place identified above, and shall be opened and publicly read aloud to the public in order of the Bid Package numbers at the above-stated time and place.

The basis of award will be the lowest total price of the base bid. All bidders are hereby notified of a **MANDATORY Pre-bid Conference held on Monday, February 20, 2018 at 1:00pm.**

Interested Contractors shall meet at the Wiseburn Unified School District lobby located at 201 N. Douglas Street, El Segundo, CA 90245. Any questions or clarifications arising from review of the documents are to be submitted to the District in writing and in accordance with the bid documents. The purpose of this meeting is for bidders to have an opportunity to familiarize themselves with the bid requirements. No interpretations or clarifications of contract documents will be made at this time.

Bid documents will be available through ARC Document Solutions on or after February 19th, 2018.

There will be a non-refundable charge to purchase each set of bid documents. No partial sets will be available. For assistance call (714)-424-8525.

In accordance with the provisions of California Business and Professions Code Section 7028.15 and Public Contract Code Section 3300, the Owner requires that the bidder possess the classification of contractor's license appropriate for the work to be performed at the time that the bid is submitted. Appropriate licenses are noted in parenthesis after the Bid Package title listed above and more than one license may be required. This list in no way relieves the Contractor from fulfillment of any legal requirement or licensing necessary for performance of his work.

In addition to the bid security referred to in the contract documents (1), each bidder shall submit, on forms furnished with the contract documents: (2) the Designation of Subcontractors (if any); (3) the Information Required of Bidders; (4) the Contractor's Certificate Regarding Workers' Compensation; (5) the Non-Collusion Affidavit; and any other documents as specified in the Master Specifications.

The DISTRICT reserves the right to reject any or all bids or to waive any immaterial irregularities or informalities in any bid or in the bidding process.

As required by Section 1773 of the California Labor Code, the Director of the Department of Industrial Relations of the State of California has determined the general prevailing rates of wages in the locality in which the Work is to be performed. Copies of these wage rate determinations, entitled PREVAILING WAGE SCALE, are maintained at the DISTRICT OFFICES and are available to any interested party upon request. The Contractor shall post a copy of this document at each job site. The Contractor and any subcontractor under it shall pay not less than the specified prevailing rates of wages to all workers employed in the execution of the Contract.

No bidder may withdraw any bid for a period of sixty (60) days after the date set for the opening of bids.

Pursuant to Section 22300 of the Public Contract Code, the successful bidder is permitted to substitute securities for any moneys withheld by the DISTRICT to ensure performance under the Contract. Alternatively, the successful bidder may request and the DISTRICT shall make payment of retention earned directly to the escrow agent at the expense of the successful bidder.

Proof of Publication

For the Board of Education,
WISEBURN UNIFIED SCHOOL DISTRICT

Vince Madsen – Director of Facilities Planning
Wiseburn Unified School District
vmadsen@wiseburn.k12.ca.us

Pub Feb 13, 20, 2018



Wiseburn Unified School District

February 19, 2018

ADDENDUM NO. 1 – SYNTHETIC TURF, CONCRETE, ASPHALT, AND ANCILLARY EQUIPMENT FOR ROUTINE AND DEFERRED MAINTENANCE

Addendum #1 consists of the following:

- The date of the mandatory pre-bid conference is Tuesday, February 20, 2018 at 1 PM.
- The date of the bid opening has been changed to March 8, 2018 at 1 PM.



Wiseburn Unified School District

February 22, 2018

ADDENDUM NO. 2 – SYNTHETIC TURF, CONCRETE, ASPHALT, AND ANCILLARY EQUIPMENT FOR ROUTINE AND DEFERRED MAINTENANCE

Addendum #2 consists of the following:

--Bid documents available March 2, 2018.

--The date of the bid opening has been changed to March 23, 2018 at 10 AM.



Wiseburn Unified School District

March 7, 2018

ADDENDUM NO. 3 – SYNTHETIC TURF, CONCRETE, ASPHALT, AND ANCILLARY EQUIPMENT FOR ROUTINE AND DEFERRED MAINTENANCE

Addendum #3 consists of the following:

--Unit Price Schedule for Fencing- Please submit pricing sheet with bid documents.

PRE-BID CLARIFICATION FORM (For Contractor's Use)

| | | | |
|-----------------|---|--------|--|
| PROJECT NAME: | Synthetic Turf, Concrete, Asphalt and Ancillary Equipment | | |
| PROJECT NUMBER: | Bid Package No. 2 | | |
| TO: | Vince Madsen | EMAIL: | vmadsen@wiseburn.k12.ca.us |

| | | | |
|---------------------------|---------------|-----------------|---------------------------|
| DATE: | 3/5/2018 | | |
| FROM: | Nicholas Cobb | EMAIL: | Nicholas.cobb@shawinc.com |
| DOCUMENT/DIVISION NUMBER: | | DRAWING NUMBER: | |

REQUESTED CLARIFICATION:

1. The bid package includes a specification for a turf product from a single manufacturer/distributor and therefore making the bid noncompetitive. Will the Wiseburn USD allow for alternates of a similar turf product to be supplied to bidding GC's by Shaw Sports Turf?
2. The specification for silica sand and acrylic coated sand for the proposed turf system will require the use of a shock pad underlayment for the turf system to pass the required gmax. Will Wiseburn USD be able to provide a shock pad specification?
3. Can Wiseburn USD provide CAD drawings of the turf field layout, logo and any custom coloring?

RESPONSE TO CLARIFICATION:

1. This is a unit cost contract for synthetic turf, concrete, asphalt, exterior materials, and ancillary items.
Please provide pricing on all pricing pages as all pricing pages must be submitted with the bid.
2. We do not have a shock pad specification at this time.
Please provide pricing on all pricing pages as all pricing pages must be submitted with the bid.
3. This bid will be awarded on a hypothetical project. We do not have an actual field project at this time. Please use the hypothetical project page and bid forms found in the bid documents as they are mandatory parts of the bid submittal.

Attach additional numbered sheets as necessary; however, only one (1) request shall be contained on each submitted form.

Wiseburn - BP #02 - Synthetic Turf, Concrete, Asphalt, and Ancillary Equipment for Routine and Deferred Maintenance

Pre-Bid Conference

Date: 2/20/2018

Location Wiseburn District Office - 201 N. Douglas St, El Segundo, CA 90245

Asphalt, Fabric & Engineering, Inc.
Contractor's Lic # 747934
8683 Lime Ave - Signal Hill, California 90755
562 - 997-4129 Fax: 562 - 997-4109
Jeff Coulter
Cell (562) 533-4990
email: j.coulter@asphalttracing.com

Name:

Company:

Email:

JOE SANCHEZ
Eric Jennings
CONNOR KERIN
Ray Limas
Ethan Zeidler
John Matuz
John Farag

TLS Choice
Byrom-Davey, Inc.
KYA Services
AFF SPORTS
Hellas Construction
Progressive
Minco Construction

JOE@TLSChoice
ericj@byrom-davey.com
connor.kerin@thekyagroup.com
rlimas@affsports.com
ethanz@hellasconstruction.com
john.matuz@progressive
surface-solutions.com
raffi.t@mincoconstruction.com



Connor Kerin
Project Coordinator

Connor@theKYAGroup.com

cell: 714-742-9100
Fax: 714-586-5526

1522 Brookhollow Drive Suite 3
Santa Ana, CA 92705

www.theKYAGroup.com



Joe Sanchez

Email: Joe@TLChoice.com
Office: 714-462-2955 Direct: 714-332-5397
24491 Rosales Circle, Mission Viejo, CA 92691
Web: www.TLChoice.com

Eric Jennings Sr.
Vice President

Cell / Text: (658)829-4076
Email: ericj@byrom-davey.com
Website: www.byrom-davey.com
1232 Monte Vista Avenue, Suite #5
Upland, CA 91786



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Ethan Zeidler
Business Development Manager

1562 Cherokee St. Phone (760) 891-8090
San Marcos, CA 92078 Fax (844) 274-1494
Cell (213) 212-1441
ethanz@hellasconstruction.com

HELLASCONSTRUCTION.COM



PROGRESSIVE
SURFACE SOLUTIONS

John Matuz
Senior Project Manager

Cell: (562) 322-2441
E-mail: john@ProgressiveSurfaceSolutions.com
Tel: (714) 586-5543 | Fax: (714) 586-5544
Web: www.ProgressiveSurfaceSolutions.com
Address: 15171 Del Amo Ave Tustin, CA 92780



JOHN FARAG

Tel : 310-516-8100
Fax: 310-516-7404

522 E. Airline Way,
Gardena, CA 90248

raffi.t@mincoconstruction.com

Wiseburn Unified School District
Synthetic Turf, Concrete, Asphalt, and Ancillary Equipment
for Routine and Deferred Maintenance
February 20, 2018 Conference

1. Contract Format

- a. This is a unit cost contract for synthetic turf, concrete, asphalt, exterior materials and ancillary items.
- b. It allows the school district the opportunity to pick and choose items to utilize.
 - i. For example, district may choose to purchase turf directly from the manufacturer and have the contractor do the install only.
 - ii. Or it may be that they would have the contractor supply the materials and use in house labor.
- c. The district has the option to choose which components they will require in regards to services within this bid document.
- d. There will be cases where certain items within the contract will never be used or acquisitioned.

2. Contract Mandatories

- a. All pricing pages shall be filled in completely.
- b. All pricing pages shall be submitted with the bid.
- c. The hypothetical project page is the basis of the award.
 - i. Please note, take the price from the hypothetical project page and add it to the bid form.
- d. The hypothetical project page and bid form are mandatory parts of the bid submittal.
- e. Bid Will Close: *March 8, 2018 at 1:00 PM at the Wiseburn District Board Room.*
- f. Potential bid award: *March 22, 2018*
- g. Last day to ask questions: *March 5, 2018 at 1:00 PM.*
- h. Projects to commence immediately thereafter.

3. Bonding

- a. This bid has a mandatory bid bond.
- b. It will be based on the hypothetical project total amount.
- c. Performance and payment bond shall be required at the district's direction.
- d. Bonding requirements will be evaluated based on individual project sizes.

4. Contract Extension Renewal

- a. This bid document is set up for one year with the possibility to renew up to a maximum of 4 additional years.
- b. The maximum allowable price increase per year will be based on the cost of living adjustment index.

5. Piggyback Clause

- a. There is verbiage within this contract that allows this contract to be used by other school districts.
- b. This is an option for the contractor.
- c. Whatever choice the contractor makes does not affect the outcome of this bid.

6. General Requirements

- a. Copies of the contractor's state license.
- b. Copy of contractor's liability insurance.
- c. Copy workman's compensation insurance.

Wiseburn Unified School District

Piggyback #2: Synthetic Turf, Concrete, Asphalt, and Ancillary Equipment for Routine and Deferred Maintenance
Bid Opening: 3/23/18



| Bid Review | | | | | | | | | | | |
|--------------------|----------|-------------------------------|-------------------|---------------------------|---------------------|-----------------------------|------|--------------------------------|-------------|-------------|-------------|
| Bidding Contractor | Bid Form | Designation of Subcontractors | Workers Comp Cert | Non-Collusion Declaration | Bid Bond (or Check) | Bidding Practices Indemnity | DVBE | Drug/Alcohol/Tobacco Free Cert | Addendum #1 | Addendum #2 | Addendum #3 |
| KYA Services, LLC. | X | X | X | X | X | X | X | X | X | X | X |

| Bid Summary | | | | |
|--------------------|----------------|-----------------|------------------|------------------|
| Contractor | Responsive Y/N | Hypothetical #1 | Hypothetical #2 | Total |
| KYA Services, LLC. | Y | \$ 57,860.10 | \$ 24,059,307.48 | \$ 24,117,167.58 |

Recommendation:

Checklist of Mandatory Bid Forms

(For Contractor's use and reference only. Additional documents may be required so bidders should carefully review all Contract Documents and Bid Documents)

- Bid Form
- Basis of Award Form
- Unit Cost Schedules
- Cooperative Purchasing/And Other Agency Clause
- Designation of Subcontractors
- Non-Collusion Declaration
- Bid Bond (or Bid Guarantee form if Security is other than Bid Bond)
- Substitution Request Form (if Substitutions are being requested - If Substitution Request Form is not submitted then No Substitutions will be allowed after the bids are opened)
- Contractor's Certificate Regarding Workers Compensation
- Contractor's Certificate Regarding Drug-Free Work Place
- Contractor's Certificate Regarding Alcoholic Beverage and Tobacco-Free Campus Policy

KYA Services LLC

Contractor: _____

March 16, 2018

Date: _____

By:  _____
By: John A. Leyds - Principal

BID FORM

FOR

Synthetic Turf, Concrete, Asphalt and Ancillary Equipment

for Routine and Deferred Maintenance

Bid Package No. 2

FOR

WISEBURN UNIFIED SCHOOL DISTRICT

CONTRACTOR'S NAME: KYA Services LLC

ADDRESS: 1522 Brookhollow Dr., Suite 3

Santa Ana, CA 92705

TELEPHONE: (714) 659-6476

FAX: (714) 586-5526

EMAIL: tony.leyds@thekyagroup.com

TO: Wiseburn Unified School District, acting by and through its Governing Board, herein called "District".

1. Pursuant to and in compliance with your Notice Inviting Bids and other documents relating thereto, the undersigned bidder, having familiarized himself with the terms of the Contract, the local conditions affecting the performance of the Contract, the cost of the work at the place where the work is to be done, with the Drawings and Specifications, and other Contract Documents, hereby proposes and agrees to perform within the time stipulated, the Contract, including all of its component parts, and everything required to be performed, including its acceptance by the District, and to provide and furnish any and all ancillary services, materials, tools, expendable equipment, and utility and transportation services necessary to perform the Contract and complete all of the Work in a workmanlike manner required in connection with the construction of:

BID PACKAGE NO. 2

Synthetic Turf, Concrete, Asphalt and Ancillary Equipment

in the District described above, all in strict conformance with the drawings and other Contract Documents on file at the District Offices of said District for amounts set forth herein.

2. BIDDER ACKNOWLEDGES THE FOLLOWING ADDENDUM:

| Number | Number | Number | Number | Number | Number | Number | Number |
|--------|--------|--------|--------|--------|--------|--------|--------|
| 1 | 2 | RFI 1 | 3 | | | | |

Acknowledge the inclusion of all addenda issued prior to bid in the blanks provided above. Your failure to do so may render your bid non-responsive.

3. TOTAL PRICE – ENTIRE JOB

TOTAL CASH PURCHASE PRICE IN WORDS & NUMBERS:

\$24,059,307.48 DOLLARS

4. TIME FOR COMPLETION: The District may give a notice to proceed within ninety (90) days of the award of the bid by the District. Once the Contractor has received the notice to proceed, the Contractor shall complete the work in the time specified in the Agreement. By submitting this bid, Contractor has thoroughly studied this Project and agrees that the Contract Time for this Project is adequate for the timely and proper completion of the Project. Further, Contractor has included in the analysis of the time required for this Project, and the requisite time to complete Punch List.

In the event that the District desires to postpone giving the notice to proceed beyond this ninety (90) day period, it is expressly understood that with reasonable notice to the Contractor, giving the notice to proceed may be postponed by the District. It is further expressly understood by the Contractor, that the Contractor shall not be entitled to any claim of additional compensation as a result of the postponement of giving the notice to proceed.

It is understood that the District reserves the right to reject any or all bids and/or waive any irregularities or informalities in this bid or in the bid process. The Contractor understands that it may not withdraw this bid for a period of ninety (90) Days after the date set for the opening of bids.

5. Attached is bid security in the amount of not less than five percent (5%) of the bid:

Bid bond (5% of the Bid), certified check, or cashier's check (circle one)

6. The required List of Designated Subcontractors is attached hereto.

7. The required Non-Collusion Declaration is attached hereto.

8. The Substitution Request Form, if applicable, is attached hereto.

9. It is understood and agreed that if written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the undersigned after the opening of the bid, and within the time this bid is required to remain open, or at any time thereafter before this bid is withdrawn, the undersigned will execute and deliver to the District a Contract in the form attached hereto in accordance with the bid as accepted, and that he will also furnish and deliver to the District the Performance Bond and Payment Bond, all within five (5) calendar days after award of Contract, and that the work under the Contract shall be commenced by the undersigned bidder, if awarded the Contract, by the start date provided in the District's Notice to Proceed, and shall be completed by the Contractor in the time specified in the Contract Documents.

10. The names of all persons interested in the foregoing proposal as principals are as follows:

John A. Leyds - Principal

Edwin Jay, Director

(IMPORTANT NOTICE: If bidder or other interested person is a corporation, state the legal name of such corporation, as well as the names of the president, secretary, treasurer, and manager thereof; if a co-partnership, state the true names of the firm, as well as the names of all individual co-partners comprising the firm; if bidder or other interested person is an individual, state the first and last names in full.)

11. **PROTEST PROCEDURES.** If there is a bid protest, the grounds shall be submitted within 3 working days as set forth at Paragraph 12 of the Instructions to Bidders.

12. The undersigned bidder shall be licensed and shall provide the following California State Contractors Licensing Board information:

License Number: #984827

License Expiration Date: 06/30/2019

Name on License: KYA Services LLC

Class(es) on License: B & C15

If the Bidder is a joint venture, each member of the joint venture must include the above information.

13. Time is of the essence regarding this Contract, therefore, in the event the bidder to whom the Contract is awarded fails or refuses to post the required bonds and return executed copies of the Agreement form within five (5) calendar days from the date of receiving the Notice of Award, the District may declare the bidder's bid deposit or bond forfeited as damages.

14. The bidder declares that he/she has carefully examined the location(s) of the proposed Project, that he/she has examined the Contract Documents, including the Plans, General Conditions, Supplemental Conditions, Special Conditions, Addenda, and Specifications, and read the accompanying instructions to bidders, and hereby proposes and agrees, if this proposal is accepted, to furnish all materials and do all work required to complete the said work in accordance with the Contract Documents, in the time and manner therein prescribed for the unit cost and lump sum amounts set forth in this Bid Form.

I agree to receive service of notices at the e-mail address listed below.

I the below-indicated bidder, declare under penalty of perjury, that the information provided and representations made in this bid are true and correct.

KYA Services LLC

Proper Name of Company

John A. Leyds - Principal

Name of Bidder Representative

1522 Brookhollow Dr., Suite 3

Street Address

Santa Ana, CA 92705

City, State, and Zip

(714) 659-6476

Phone Number

(714) 586-5526

Fax Number

tony.leyds@thekeyagroup.com

E-Mail

By: _____ Date: March 16, 2018

(Signature of Bidder Representative)

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of authorized officers or agents and the document shall bear the corporate seal; if bidder is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if bidder is an individual, his signature shall be placed above.

All signatures must be made in permanent blue ink.



BASIS OF AWARD AND UNIT PRICE SCHEDULE REQUIREMENTS

1. Project Descriptions

- 1.1. The following are hypothetical projects for the DISTRICT with quantities based on a standard building for sport, facility, playgrounds, play fields and outdoor tracks.
- 1.2. The costs represent the same costs noted on the Unit Pricing Schedule and applied to this hypothetical project.
- 1.3. The grand total cost shall be the basis for awarding the bid.

2. Notice to Contractor

- 2.1. Understand that all materials to be installed are to be received as a completed project.
- 2.2. All sundry items, adhesives, seam welds, seam sealers and any associated item necessary for a completed project is to be included in the prices below.

3. DISTRICT Material / Attic Stock / Stored Material

- 3.1. DISTRICT owned materials shall be stored by the contractor.
- 3.2. All items needed for a completed job will be the responsibility of the contractor.

4. Deliveries: All materials will be delivered to the contractor's designated receipt location.

5. Delivery, Storage, Warehousing, and Pick Up

- 5.1. Contractor will be responsible for delivering, storing and warehousing materials for the term of the contract.
- 5.2. All cost associated with delivery and pick up will be the sole responsibility of the contractor.

Hypothetical # 1 Outdoor Synthetic Turf for Sports Fields and Playfields.

| Product Description | Quantity | UOM | Unit Cost | Total |
|---|------------|-------------|-----------|------------|
| <u>SYNTHETIC GRASS</u> | | | | |
| Championship | 2,400 | Square feet | \$2.26 | \$3,390.00 |
| Federation | 2,400 | Square feet | \$2.17 | \$5,208.00 |
| Active | 1,500 | Square feet | \$2.85 | \$4,275.00 |
| Multiplay | 1,500 | Square feet | \$3.34 | \$5,010.00 |
| <i>Underlayment</i> | | | | |
| Play Pad, Specification 17 Championship 1 1/8" thick | 1,500 | Square Feet | \$1.35 | \$2,025.00 |
| ProPlay 55, 2 1/8" thick | 1,500 | Square Feet | \$2.50 | \$3,750.00 |
| Weed Ender | 1,500 | Square Feet | \$0.09 | \$1.35 |
| <i>Composite Border</i> | | | | |
| Composite Headerboard 2x4 | 20' length | Linear foot | \$2.69 | \$53.80 |
| Composite Header Stakes | 100 | Each | \$92.31 | \$9,231.00 |

BASIS OF AWARD

| Product Description | Quantity | UOM | Unit Cost | Total |
|--|-----------------|-------------|--------------------|--------------|
| <i>Turf Infill</i> | | | | |
| Cork Aggregate | 10 lbs. | Pound | \$1.80 | \$18.00 |
| Rubber Infill | 10 lbs. | Pound | \$0.28 | \$2.80 |
| Silica Infill | 10 lbs. | Pound | \$0.20 | \$2.00 |
| Acrylic Coated Sand | 10 lbs. | Pound | \$0.43 | \$4.30 |
| TPE Infill | 10 lbs. | Pound | \$1.69 | \$16.90 |
| EPDM Infill | 10 lbs. | Pound | \$1.00 | \$10.00 |
| <u>LANDSCAPE</u> | | | | |
| <i>Pavers</i> | | | | |
| Holland | 1,500 | Square Foot | \$5.50 | \$8,250.00 |
| Pavers – Antique Cobble | 1,500 | Square Foot | \$5.50 | \$8,250.00 |
| <i>Plants</i> | | | | |
| Barberry Bush, 23"x18", Light Green/Brown | 2 | Each | \$9.80 | \$19.60 |
| Boxwood Bush, 18"x10" Exterior | 2 | Each | \$9.40 | \$18.80 |
| Eucalyptus 18"x10", Exterior | 2 | Each | \$33.00 | \$66.00 |
| Grass, Field, 6"x12", Green | 2 | Each | \$125.77 | \$251.54 |
| Grass, Ribbon 21", Burgundy/Light Green | 2 | Each | \$14.40 | \$28.80 |
| Grass, Savannah 48", Green | 2 | Each | \$76.00 | \$152.00 |
| Palm, King Sago Branch72", Exterior | 1 | Each | \$4,520.00 | \$4,520.00 |
| Acacia Exotic Stem, Natural Trunk-Multi-Stem | 1 | Each | \$46.00 | \$46.00 |
| <i>Pots</i> | | | | |
| Large Ceramic Painted/Glazed Pot 30"x36" | 1 Large | Each | \$997.14 | \$997.14 |
| <i>Rocks & Boulders</i> | | | | |
| Palm Springs Gold, 1 Ton | 1 | Pound | \$0.66 | \$1,320.00 |
| Rocks & Pebbles, 1 Ton | 1 | Each | \$225.72 | \$225.72 |
| Gorilla Hair Mulch | 5 | Cubic Yard | \$75.15 | \$375.75 |
| Decomposed Granite (4") depth | 4 | Cubic Yard | \$85.15 | \$340.60 |
| <u>GRAND TOTAL:</u> | | | | |
| | | | \$57,860.10 | |
| <u>WRITE OUT GRAND TOTAL IN WORDS:</u> | | | | |
| Fifty-Seven Thousand, Eight Hundred Sixty Dollars and Ten Cents | | | | |

BASIS OF AWARD

Hypothetical #2 – Outdoor Sports Track (approx. 5,400 square yards)

| OUTDOOR TRACK | | | | |
|--|----------|--|------------------------|-----------------|
| Description | Quantity | UOM | Price | Total |
| Removal/Disposal Old Track Surface (5,400 sq. yd.) | 1 | Each | \$43,076.92 | \$43,076.92 |
| Track Surface - Black 5-7 mm (Re-top) ¹ | 32,400 | Square Yard | \$89.29 | \$2,892,996.00 |
| Track Surface - Black 13mm (new build) ² | 75,600 | Square Yard | \$80.85 | \$6,112,260.00 |
| Track Surface - Color 5-7mm (Re-top) ¹ | 32,400 | Square Yard | \$89.29 | \$2,892,996.00 |
| Track Surface - Color 13mm (new build) ² | 75,600 | Square Yard | \$150.15 | \$11,351,340.00 |
| Track Number & Line Materials | 40 | Gallon | \$30.00 | \$1,200.00 |
| *Application of Track Line and Number Materials | 13,500 | Linear Feet | \$50.00 | \$675,000.00 |
| Track Cleaning | 1 | Each | \$32,578.46 | \$32,578.46 |
| <i>*Application Costs are based on suggested cost of \$50.00/lf per Ancillary Services Schedule</i> | | | | |
| 1 – hypothetical based on total square yardage for six (6) District-wide Outdoor Sports Tracks | | | | |
| 2 – hypothetical based on total square yardage for fourteen (14) District-wide Outdoor Sports Tracks | | | | |
| GRAND TOTAL | | | \$24,001,447.38 | |
| WRITE OUT GRAND TOTAL IN WORDS | | Twenty-Four Million, One Thousand, Four Hundred Forty-Seven Dollars and Thirty-Eight Cents. | | |

GRAND TOTAL OF HYPOTHETICAL #1 AND HYPOTHETICAL #2: \$24,059,307.48

WRITE OUT GRAND TOTAL IN WORDS:

Twenty-Four Million, Fifty-Nine Thousand, Three Hundred Seven Dollars and Forty-Eight Cents.

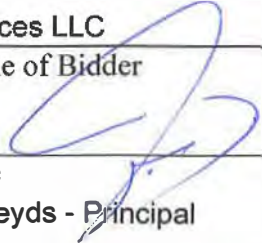
[END OF SECTION]

COOPERATIVE PURCHASING/ OTHER AGENCY CLAUSE

For the term of the Contract and any mutually agreed extension pursuant to this request for bids, and at the option of the successful bidder, the Wiseburn Unified School District specifies that other public school districts, community college districts or other public agencies in the State of California may purchase, lease-purchase or rent the identical item(s) at the same or lower price and upon the same terms and conditions (hereinafter referred to as "Piggyback") pursuant to Public Contract Code sections 20118 and 20652. Unless incidental to the lease or purchase, labor for installation is specifically excluded from the Piggyback bid.

The Wiseburn Unified School District waives its right to require such other public entities to draw their warrants in favor of the Wiseburn Unified School District and authorizes each district/ agency to make payment to the successful bidder.

KYA Services LLC
Proper Name of Bidder


Signature
John A. Leyds - Principal



DESIGNATION OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act (California Public Contract Code Sections 4100 et. seq.) and any amendments thereof, each Bidder shall set forth below:

(a) the name, license number, and location of the place of business of each subcontractor who will perform work or render service to the Contractor, who will perform work or services or work or improvement to be performed under this Contract, or a subcontractor licensed by the State of California who, under subcontract to the Contractor, specially fabricates and installs a portion of the work or improvements according to detailed drawings contained in the plans and specifications in an amount in excess of one-half of one percent of the Contractor's total bid; and

(b) the portion and description of the work which will be done by each subcontractor under this Act. The Contractor shall list only one subcontractor for each such portion as is defined by the Contractor in this bid. All subcontractors shall be properly licensed by the California State Licensing Board.

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

No Contractor whose bid is accepted shall

(a) substitute any subcontractor,

(b) permit any subcontractor to be voluntarily assigned or transferred or allow the relevant portion of the work to be performed by anyone other than the original subcontractor listed in the original bid, or


(c) sublet or subcontract any portion of the work in excess of one-half of one percent of the Contractor's total bid where the original bid did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act.

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

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

DESIGNATION OF SUBCONTRACTORS FORM

| Description & Portion of Work | Name of Subcontractor | Location & Place of Business | E-Mail & Telephone | License type and CSLB Number |
|-------------------------------|-----------------------|------------------------------|--------------------|------------------------------|
| | | | | |
| — See attached page — | | | | |
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Proper Name of Bidder: KYA Services LLC
 Date: March 16, 2018
 Name: John A. Leyds - Principal
 Signature of Bidder Representative: 
 Address: 1522 Brookhollow Dr., Suite 3, Santa Ana, CA 92705
 Phone: (714) 659-6476

DESIGNATION OF SUBCONTRACTORS - KYA Services LLC

| Description & Portion of Work | Name of Subcontractor | Location & Place of Business | Telephone | E-Mail | CSLB Number | License Type |
|---------------------------------------|---|---|----------------|-------------------------------------|-------------|-----------------------------|
| Surfacing | All Bay Area Floors, Inc. | 403 Perrymont Ave. San Jose, Ca 95125 | (408) 275-9293 | Martin@allbayareafloors.org | 942492 | C15 |
| General Construction, Grading, Paving | American Eagle Contractors Inc. | 22605 LAPALMA AVE SUITE 508 YORBA LINDA, CA 92886 | (714) 805-1982 | | 764663 | A, C-61/D06 |
| Synthetic Turf | Asphalt Fabric & Engineering California Ultimate Turf | 2683 Lime Ave, Signal Hill CA 90755 | (562) 997-4129 | dcoulter@afesports.com | 747934 | A, B, C-61/D12 |
| Surfacing | Bakersfield Floor Covering, Inc | 2701 Brundage Lane, Bakersfield, CA 93304 | (661) 323-1748 | mball@bakersfieldfloorcovering.com | 798823 | C15 |
| Synthetic Track | Beynon | 16 Alt Road, Hunt Valley, MD 21030 | (503) 691-2484 | mdyvst@beynonports.com | 883198 | A, C15 |
| Equipment Install | California Facility Specialties, Inc. | 161 Mercury Circle Pomona, CA 91768 | (909) 599-1200 | mkurnik@cafacilityspec.com | 944687 | C-61/D34, C-61/D24 |
| Surfacing | Cathedral Canyon Flooring | 36331 Cathedral Canyon Dr, Cathedral City, CA 92234 | (760) 770-2020 | ccfloor@yahoo.com | 957969 | C15 |
| Surfacing | Commercial Flooring Concepts (CFC) | 6633 5th Avenue, Rio Linda CA 95673 | (916) 807-4626 | danielcortopassi713@gmail.com | 1003549 | C15 |
| Abatement | Controlled Environmental Solutions | 14736 Atminta St., Van Nuys, CA 91402 | (818) 787-8935 | ces515@gmail.com | 602880 | B, C22 |
| Canopy Install | Custom Canopies Inc. | 11815 BURKE ST SANTA FE SPRINGS, CA 90670 | (562) 464-4766 | hjm@customshadescanopies.com | 880332 | C61/D03 |
| General Construction | Dalinghaus Construction Inc. | 540 Crane Street, Lake Elsinore, CA 92530 | (877) 360-9227 | brad@dalinghausconstruction.com | 983851 | A, B, C8, C-61/D30 |
| General Construction | Dansa | 7396 Lawrence Place, Fontana, CA 92336 | (909) 322-7419 | dansaconst96@yahoo.com | 714606 | B |
| Insulation/Ceilings | Excel Acoustics | 357 N. Sheridan St #116, Corona, CA 92880 | (951) 371-5500 | Lisa_Olson@excelacoustics.com | 724511 | C-2, C-61/D50 |
| Playground Surfacing | FlexGround Surfaces Inc. | 1809 W. 4th Street, Tempe, AZ 85281 | (916) 474-5431 | lisa@flexground.com | 1003439 | C-61/D12, C-61/D34 |
| Surfacing | Floor It, Inc. | 350 S. Pacific Street, Orcutt, CA 93455 | (805) 925-4876 | philflorit@gmail.com | 773521 | C15 |
| Surfacing | Floor Tec Solutions, Inc. | 2621 E 67th St. Ste. F, Long Beach, CA 90805 | (949) 330-0291 | frank@floortecolutions.com | 945539 | C15 |
| General Construction, Grading, Paving | Intersate Grading & Paving, Inc. | 128 So. Maple Avenue, South San Francisco, CA 94080 | (650) 952-7333 | jamez@igpinc.com | 366020 | A, HAZ |
| Bleachers | Southern Bleacher Company | PO Box One, Graham, TX 76046 | (800) 433-0912 | lisa@venueseatingsolutions.com | 564497 | |
| Synthetic Track | The Track Doctor | 740 East Jamaica Court, Meridian, MD 83642 | (208) 871-5922 | Trackdr@aol.com | 894837 | C-61/D64 |
| General Construction | TLS Choice LLC | 24491 Rosales Circle, Mission Viejo, CA 91691 | (714) 922-3385 | brooks.berry@tlschoice.com | 1025607 | A, B, HAZ |
| General Construction | WSK Construction, Inc. | 1842 MOORPARK DRIVE BREA, CA 92821 | (714) 990-5814 | wskconst@gmail.com | 1006613 | B |
| Playground Surfacing | Ortco, Inc | 2163 N GLASSELL STREET ORANGE, CA 92865 | (714) 998-3998 | justin@ortcoplvs.com | 657695 | B, C61/D12, C61/D3, C61/D34 |
| Surfacing | Progressive Surface Solutions, LLC | 15171 Del Amo Ave., Ste 4, Tustin, CA 92780 | 714-698-4923 | craig.maurer@progressivesurface.com | 929883 | C61/D12, C15 |
| Roofing, Painting | ADCO Roofing Inc | 5743 CAHUENGA BLVD NORTH HOLLYWOOD, CA 91601 | (818) 505-9272 | danh@adcoroofing.com | 560144 | C39, B, C33 |
| General Construction | Centromere Construction | 16645 WHIRLAWAY CIRCLE MORENO VALLEY, CA 92551 | (909) 992-6667 | OFFICE@centromereteam.com | 985015 | B, C9 |
| General Construction, Electrical | Case and Sons Construction Inc | P O BOX 893 YORBA LINDA, CA 92885 | (714) 993-2206 | snkohia15@gmail.com | 518124 | B, C10, C33, C7 |
| General Construction, Grading, Paving | TOMCO | 29991 CANYON HILLS RD #1709-260 LAKE ELSINORE, CA 92532 | (951) 775-6535 | dhill@tomco-llc.com | 1035036 | A, B |

Designation of Subcontractor

21

NON-COLLUSION DECLARATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID
(Public Contract Code Section 7106)
(Prime Bidder)

I am the Principal of KYA Services LLC,
the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a 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 the foregoing is true and correct and that this declaration is executed on the 16 day of March, 2018.



(Signature)

John A. Leyds - Principal

(Printed Name)

[ATTACH NOTARY CERTIFICATE]



CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Orange }

On 16 March 2018 before me, Tona R. Cornelius, Notary Public
(Print in ink name and title of the officer)

personally appeared John A. Leyds
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/hers/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

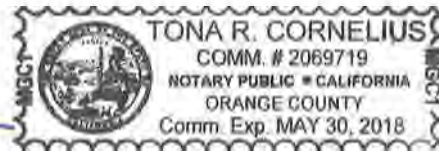
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Tona R. Cornelius

Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer
- _____ (Title)
- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

BID BOND FORM

KNOW ALL MEN BY THESE PRESENT that we, the undersigned, (hereafter called "Principal"), and International Fidelity Insurance Company (hereafter called "Surety"), are hereby held and firmly bound unto the Wiseburn Unified School District (hereafter called "District") in the sum of (\$ Five Percent of the Bid Amount) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors, and assigns.

SIGNED this day of _____ March 22, 20 18.

The condition of the above obligation is such that whereas the Principal has submitted to the District a certain Bid, attached hereto and hereby made a part hereof, to enter into a Contract in writing for the construction of Synthetic Turf, Concrete, Asphalt and Ancillary Equipment - Bid Package #2

NOW, THEREFORE,

- a. If said Bid is rejected, or
- b. If said Bid is accepted and the Principal executes and delivers a Contract or the attached Agreement form within five (5) calendar days after acceptance (properly completed in accordance with said Bid), and furnishes bonds for his faithful performance of said Contract and for payment of all persons performing ancillary services or furnishing materials in connection therewith,

Then this obligation shall be void; otherwise, the same shall remain in force and effect.

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 the work to be performed thereunder, or the specifications accompanying the same, shall in anyway 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 said Contract, or the call for bids, or the work, or to the specifications.

In the event suit is brought upon this bond by the District and judgment is recovered, the Surety shall pay all costs incurred by the District in such suit, including without limitation, attorneys' fees to be fixed by the court.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, on the day and year first set forth above.

KYA Services, LLC
By



Principal's Signature

Edwin Jay - Director
Typed or Printed Name

Principal's Title

By



Surety's Signature

(Corporate Seal)

Yung T. Mullick

Typed or Printed Name

Title

Attorney-in-Fact

Title

Title

International Fidelity Insurance Company

Surety's Name

(Attached Attorney in Fact Certificate)

Surety's Name

2400 E. Katella Ave., Ste. 250, Anaheim, CA 92806

Surety's Address

Surety's Address

714-602-9170

Surety's Phone Number

Surety's Phone Number

IMPORTANT:

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

THIS IS A REQUIRED FORM.

Any claims under this bond may be addressed to:

(Name and Address of Surety)

International Fidelity Insurance Company

2400 E. Katella Ave., Ste. 250, Anaheim, CA 92806

(Name and Address of agent or representative for
service of process in California if different from above)

The Bond Exchange and Insurance Agency

24800 Chrisanta Drive, Suite 160, Mission Viejo, CA 92691

(Telephone Number of Surety and agent or
representative for service of process in California).

Surety: 714-602-9170

Agent: 949-461-7000

[END OF REQUIRED]

CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Orange }

On 22 March 2018 before me, Tona R. Cornelius, Notary Public
(Here insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Tona R. Cornelius
Notary Public Signature



(Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
 Corporate Officer

(Title)

- Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____

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- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

County of Orange }

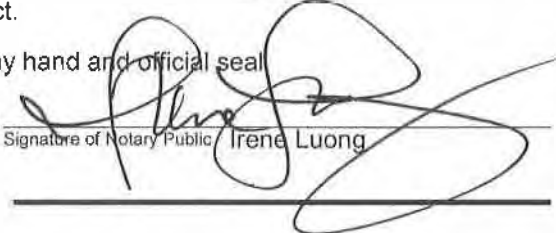
On March 22, 2018 before me, Irene Luong, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Yung T. Mullick
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

Witness my hand and official seal

Signature 
Signature of Notary Public Irene Luong



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer is Representing: _____

POWER OF ATTORNEY

INTERNATIONAL FIDELITY INSURANCE COMPANY ALLEGHENY CASUALTY COMPANY

ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and ALLEGHENY CASUALTY COMPANY a corporation organized and existing under the laws of the State of New Jersey, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

STEPHANIE HOANG, JAMES W. MOILANEN, YUNG T. MULLICK

Mission Viejo, CA.

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such Instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 10th day of July, 2015:

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Vice President or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 31st day of December, 2016.



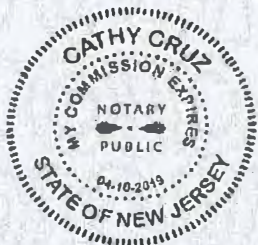
STATE OF NEW JERSEY
County of Essex

George R. James
Executive Vice President (International Fidelity Insurance Company) and Vice President (Allegheny Casualty Company)



On this 31st day of December 2016, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.



A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires April 16, 2019

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 22nd day of March, 2018

MARIA BRANCO, Assistant Secretary

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE
SAN FRANCISCO

Certificate of Authority

THIS IS TO CERTIFY, *That, pursuant to the Insurance Code of the State of California,*

International Fidelity Insurance Company

of Newark, New Jersey, organized under the laws of New Jersey, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:

Surety

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, *effective as of the 9th day of February, 1996, I have hereunto set my hand and caused my official seal to be affixed this 9th day of February, 1996.*

Fee \$2833.00

Chuck Quackenbush
Insurance Commissioner

Rec. No.

Filed 8/15/95

By

Victoria S. Sidbury
Deputy

Certification

I, the undersigned Insurance Commissioner of the State of California, do hereby certify that I have compared the above copy of Certificate of Authority with the duplicate of original now on file in my office, and that the same is a full, true, and correct transcript thereof, and of the whole of said duplicate, and said Certificate of Authority is now in full force and effect.

IN WITNESS WHEREOF, *I have hereunto set my hand and caused my official seal to be affixed this 7th day of January, 2009.*

Steve Poizner
Insurance Commissioner

By 
Pauline D'Andrea

**CONTRACTOR'S CERTIFICATE REGARDING
WORKERS' COMPENSATION FORM**

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:

1. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.

2. 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 employees.

3. For any county, city, city and county, municipal corporation, public district, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702.

I am aware of the provisions of Labor Code Section 3700 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 provision before commencing the performance of the work of this Contract.



CONTRACTOR

KYA Services LLC

(Signature)

John A. Leyds - Principal

(Print Name and Title)

CONTRACTOR'S CERTIFICATE REGARDING DRUG-FREE WORKPLACE

This Drug-Free Workplace Certification form is required from all successful bidders pursuant to the requirements mandated by 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 performing 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.

Pursuant to Government Code section 8355, every person or organization awarded a contract or grant from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

1. 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.

Establishing a drug-free awareness program to inform employees about all of the following:

- a. The dangers of drug abuse in the workplace;
- b. The person's or organization's policy of maintaining a drug-free workplace;
- c. The availability of drug counseling, rehabilitation and employee-assistance programs; and
- d. The penalties that may be imposed upon employees for drug abuse violations;


Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) 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 (a) publish a statement notifying employees concerning the prohibition of controlled substance at the workplace, (b) establish a drug-free awareness program, and (c) require each employee engaged in the performance of the contract be given a copy of the statement required by section 8355(a) and require such employee agree to abide by the terms of that statement.

I also understand that if the Wiseburn Unified School 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 Section 8350 et seq.

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

DATE: March 16, 2018

KYA Services LLC
CONTRACTOR
By: 
Signature
John A. Leyds - Principal

**CONTRACTOR'S CERTIFICATE REGARDING ALCOHOLIC BEVERAGE AND
TOBACCO- FREE CAMPUS POLICY**

The Contractor agrees that it will abide by and implement the Wiseburn Unified School District's Alcoholic Beverage and Tobacco-Free Campus Policy, which prohibits the use of alcoholic beverages and tobacco products, of any kind and at any time, on District-owned or leased buildings, on District property and in District vehicles. The Contractor shall procure signs stating "ALCOHOLIC BEVERAGE AND TOBACCO USE IS PROHIBITED" and shall ensure that these signs are prominently displayed in all entrances to school property at all times.

DATE: March 16, 2018

KYA Services LLC
CONTRACTOR

By: 
Signature

John A. Leyds - Principal



SUPPLEMENTARY CONDITIONS

CONTRACT EXTENSIONS

PART 1. CLAUSE

If mutually agreeable, the DISTRICT reserves the right to consider the extension of this contract for one or two-year periods up to a maximum of five (5) years. Time of such extension is to begin the day after the end of the initial term of this contract and will end a full one or two calendar years thereafter. In addition, the DISTRICT reserves the right to further extend this contract to the full extent allowed by law. Factors that would influence the Office in exercising this option would be satisfactory service being rendered by the holder of the contract and any increase in price caused by such extension to be a nominal amount and not excessive as measured by local market conditions. In the award of this bid renewal, the Office will consider the amount of the price increase stated by the bidder as a factor and will compute accordingly. A price increase, if exercised, shall be fully justified by vendor and provided by a test of the market and/or submission of documents.

PART 2. EXTENSION

Extension will be based on CPI price index annually Yes No

Term Extension(s) of: 1 year 2 years 3 years 4 years 5 years

Signature of Responsible Party _____ 

Name: Edwin Jay

Title: Director

Date: April 14, 2018



SUPPLEMENTARY CONDITIONS

ANCILLARY SERVICES

Ancillary services are allowable for projects that are designed as routine and deferred maintenance projects

Ancillary services shall include material handling, material staging, removal of existing materials, material storage, assembly, application, installation and setup.

Ancillary services shall not exceed thirty-five percent (35%) of the cost of materials per standalone project

Date: April 14, 2018
Signature of Responsible Party: [Signature]
Printed Name: Edwin Jay
Title: Director



A notary public or other officer completing this certificate verifies only the identity the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

ACKNOWLEDGMENT

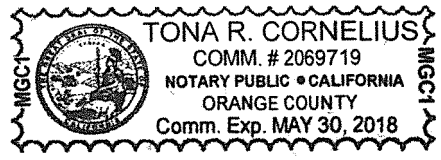
State of California
County of Orange
On 14 April 2018, before me, Tona R. Cornelius, Notary Public
(date) (Notary Name and Title)
personally appeared Edwin Jay
(Insert name and title of the officer)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature [Signature] (Seal)



AGREEMENT

THIS AGREEMENT, entered into this 26th day of April in the County of Los Angeles of the State of California, by and between the Wiseburn Unified School District, hereinafter called the "District", and KYA Services, LLC., hereinafter called the "Contractor".

WITNESSETH that the District and the Contractor for the consideration stated herein agree as follows:

ARTICLE I - SCOPE OF WORK: The Contractor shall furnish all installation, materials, equipment, tools, and utility and transportation services, and perform and complete all work required in connection with WISEBURN UNIFIED SCHOOL DISTRICT pursuant to the Piggyback #2: Synthetic Turf, Concrete, Asphalt, and Ancillary Equipment for Routine and Deferred Maintenance in strict accordance with the Contract Documents enumerated in Article 7 below. The Contractor shall be liable to the District for any damages arising as a result of a failure to comply with that obligation, and the Contractor shall not be excused with respect to any failure to so comply by an act or omission of the Architect, Engineer, Inspector, Division of the State Architect (DSA), or representative of any of them, unless such act or omission actually prevents the Contractor from fully complying with the Contract Documents and the Contractor protests, in accordance with the Contract Documents, that the act or omission is preventing the Contractor from fully complying with the Contract Documents. Such protest shall not be effective unless reduced to writing and filed with the District office within seven (7) days of the date of occurrence of such act or omission preventing the Contractor from fully complying with the Contract Documents.

ARTICLE 2 - TIME OF COMPLETION: The District may give notice to proceed within ninety (90) days of the award of the bid by the District. Once the Contractor has received a notice to proceed, the Contractor shall reach Substantial Completion (See Article 1.1.46) of the Work within ninety (90) calendar days from receipt of the Notice to Proceed. This shall be called Contract Time. (See Article 8.1.1). It is expressly understood that time is of the essence.

Contractor has thoroughly studied the Project and has satisfied itself that the time period for this Project is adequate for the timely and proper completion of the Project within the Contract time.

In the event that the District desires to postpone giving the notice to proceed beyond this ninety (90) day period, it is expressly understood that with reasonable notice to the Contractor, giving the notice to proceed may be postponed by the District. It is further expressly understood by the Contractor, that the Contractor shall not be entitled to any claim of additional compensation as a result of the District's postponement of giving the notice to proceed.

If the Contractor believes that a postponement will cause hardship to it, the Contractor may terminate the Contract with written notice to the District within ten (10) days after receipt by the Contractor of the District's notice of postponement. It is further understood by the Contractor that in the event that the Contractor terminates the Contract as a result of postponement by the District, the District shall only be obligated to pay the Contractor for the work performed by the Contractor at the time of notification of postponement. Should the Contractor terminate the Contract as a result of a notice of postponement, the District shall have the authority to award the Contract to the next lowest responsible bidder.

ARTICLE 3 - LIQUIDATED DAMAGES: It being impracticable and infeasible to determine the amount of actual damage, it is agreed that the Contractor will pay the District the sum of One Thousand Five Hundred Dollars (\$1,500) per calendar day for each and every day of delay beyond the Contract Time set forth in Article 2 of this Agreement as liquidated damages and not as a penalty or forfeiture. In the event Liquidated Damages are not paid, the Contractor further agrees that the District may deduct such amount thereof from any money due or that may become due the Contractor under the Contract (See Article 9.6 and 2.2 of the General Conditions). This Article shall not be construed as preventing the District from the recovery of damages under the Contract Documents.

ARTICLE 4 - CONTRACT PRICE: The District shall pay to the Contractor as full consideration for the faithful performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, the sum of thirty-nine dollars (\$39.00), said sum being the total amount stipulated in the Bid Contractor submitted. Payment shall be made as set forth in the General Conditions.

Should any Change Order result in an increase in the Contract Price, the cost of such Change Order shall be agreed to in advance by the Contractor and the District, subject to the monetary limitations set forth in Public Contract Code Section

In the event that the Contractor proceeds with a Change in work without an agreement between the District and Contractor regarding the cost of a Change Order, the Contractor waives any Claim of additional compensation for such additional work.

ARTICLE 5 - HOLD HARMLESS AGREEMENT: Contractor shall defend, indemnify and hold harmless District, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors from all liabilities, claims, actions, liens, judgments, demands, damages, losses, costs or expenses of any kind arising from death, personal injury, property damage or other cause based or asserted upon any act, omission, or breach connected with or arising from the progress of Work or performance of service under this Agreement or the Contract Documents. As part of this indemnity, Contractor shall protect and defend, at its own expense, District, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from any legal action including attorney's fees or other proceeding based upon such act, omission, breach or as otherwise required by this Article.

Furthermore, Contractor agrees to and does hereby defend, indemnify and hold harmless District, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from every claim or demand made, and every liability, loss, damage, expense or attorney's fees of any nature whatsoever, which may be incurred by reason of:

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

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

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

Contractor, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents or employees, on account of or founded upon any cause, damage, or injury identified herein Article 5 and shall pay or satisfy any judgment that may be rendered against the District, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

The Contractor's and Subcontractors' obligation to defend, indemnify and hold harmless the District, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors hereunder shall include, without limitation, any and all claims, damages, and costs for the following: (1) any damages or injury to or death of any person, and damage or injury to, loss (including theft), or loss of use of, any property; (2) breach of any warranty, express or implied; (3) failure of the Contractor or Subcontractors to comply with any applicable governmental law, rule, regulation, or other requirement; (4) products installed in or used in connection with the Work; and (5) any claims of violation of the Americans with Disabilities Act ("ADA")

ARTICLE 6 - PROVISIONS REQUIRED BY LAW: Each and every provision of law and clause required 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 herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

ARTICLE 7 - COMPONENT PARTS OF THE CONTRACT: The Contract entered into by this Agreement consists of the following Contract Documents, all of which are component parts of the Contract as if herein set out in full or attached hereto:

Notice Inviting Bids
Instructions to Bidders
Designation of
Subcontractors Non-
Collusion Declaration Bid
Bond
Bid Form
Basis of Award Form
Unit Cost Schedules/Unit Price Schedules
Cooperative Purchasing/ And Other Agency
Clause
Contractor's Certificate Regarding Worker's Compensation
Agreement Form
Payment Bond
Performance Bond
Guarantee
Escrow Agreement for Security Deposit In Lieu of Retention
Workers' Compensation/Employers Liability Endorsement
General Liability Endorsement
Automobile Liability Endorsement
General Conditions
Supplementary and Special Conditions
Specifications
All Addenda as Issued
Drawings/Plans

General Liability Endorsement
Automobile Liability Endorsement

General Conditions
Supplementary and Special Conditions
Specifications
All Addenda as Issued
Drawings/Plans

All of the above named Contract Documents are intended to be complementary. Work required by one of the above named Contract Documents and not by others shall be done as if required by all.

ARTICLE 8 - PREVAILING WAGES: Wage rates for this Project shall be in accordance with the general prevailing rate of holiday and overtime work in the locality in which the work is to be performed for each craft, classification, or type of work needed to execute the Contract as determined by the Director of the Department of Industrial Relations. Copies of schedules of rates so determined by the Director of the Department of Industrial Relations are on file at the administrative office of the District and are also available from the Director of the Department of Industrial Relations.

The following are hereby referenced and made a part of this Agreement and Contractor stipulates to the provisions contained therein.

1. Chapter 1 of Part 7 of Division 2 of the Labor Code (Section 1720 et seq.)
2. California Code of Regulations, Title 8, Chapter 8, Subchapters 3 through 6 (Section 16000 et seq.)

ARTICLE 9 - RECORD AUDIT: In accordance with Government Code Section 8546.7 (and Davis Bacon, if applicable) and Article 13.11 of the General Conditions, records of both the District and the Contractor shall be subject to examination and audit for a period of five (5) years after a Final Retention Payment or the Recording of a Notice of Completion, whichever occurs first

ARTICLE 10 - CONTRACTOR'S LICENSE: The Contractor must possess throughout the Project a Class B Contractor's License, issued by the State of California, which must be current and in good standing.

IN WITNESS WHEREOF, this Agreement has been duly executed by the above named parties, on the day and year first above written.

WISEBURN UNIFIED SCHOOL DISTRICT

Tom Johnstone

Typed or Printed Name

Superintendent

Title

Signature
Tom Johnstone

Signature

Dated: *4/26/18*

Dated:

CONTRACTOR: KYA Services LLC

John Anthony Leyds

Typed or Printed Name

Principal

Title

Signature
[Signature]

Signature

Edwin Jay

Type or Printed Name

Director

Title (Authorized Officers or Agents)

Signature
[Signature]

Signature

(CORPORATE SEAL)



BOARD MINUTES APPROVING AGREEMENT

Board Meeting Date: April 26, 2018

6. Action Items - Facilities

Action: 6.1 Execute Agreement with KYA Services, LLC. for Piggyback #1: Flooring, Wall, and Interior Finishes for Routine and Deferred Maintenance - Fund 14.0

It is recommended the Board execute an agreement for resilient hard surface tile with KYA Services LLC. in the amount not to exceed \$2.96. This agreement is for Piggyback #1: Flooring, Wall, and Interior Finishes for Routine and Deferred Maintenance for use throughout the District and for use by other districts or cities throughout California. This proposal to be paid from Deferred Maintenance - Fund 14.0

Motion by Nelson Martinez, second by Israel Mora.

Final Resolution: Motion Carries

Yea: Israel Mora, JoAnne Kaneda, Nelson Martinez, Roger Banuelos

Action: 6.2 Execute Agreement with KYA Services, LLC. for Piggyback #2: Synthetic Turf, Concrete, Asphalt, and Ancillary Equipment for Routine and Deferred Maintenance - Fund 14.0

It is recommended the Board execute an agreement for PermaLeaf Barberry Bush with KYA Services LLC. in the amount not to exceed \$39.00. This agreement is for Piggyback #2: Synthetic Turf, Concrete, Asphalt, and Ancillary Equipment for Routine and Deferred Maintenance for use throughout the District and for use by other districts or cities throughout California. This proposal to be paid from Deferred Maintenance - Fund 14.0.

Motion by Nelson Martinez, second by Israel Mora.

Final Resolution: Motion Carries

Yea: Israel Mora, JoAnne Kaneda, Nelson Martinez, Roger Banuelos

Action: 6.3 Execute Agreement with KYA Services, LLC. for Piggyback #3: Sports Equipment for Routine and Deferred Maintenance - Fund 14.0

It is recommended the Board execute an agreement for Lacrosse Ball with KYA Services LLC. in the amount not to exceed \$5.00. This agreement is for Piggyback #3: Sports Equipment for Routine and Deferred Maintenance for use throughout the District and for use by other districts or cities throughout California. This proposal to be paid from Deferred Maintenance - Fund 14.0

Motion by Nelson Martinez, second by Israel Mora.

Final Resolution: Motion Carries

Yea: Israel Mora, JoAnne Kaneda, Nelson Martinez, Roger Banuelos

BOARD MINUTES APPROVING EXTENSION 2019-2020

Board Meeting Date: March 28, 2019

6. General

Action: 6.1 Approval of Resolution #18/19.14 - Funding for Children with Disabilities

It is recommended the Board approve Resolution #18/19.14, Funding for Children with Disabilities.

Motion by Neil Goldman, second by Nelson Martinez.

Final Resolution: Motion Carries

Yea: JoAnne Kaneda, Neil Goldman, Nelson Martinez, Roger Banuelos

7. Action Items - Facilities

Action: 7.1 Approve Renewal of Piggyback 1: Flooring, Walls, Interior Finishes for Routine and Deferred Maintenance

It is recommended the District exercise its option to extend Piggyback 1: Flooring, Walls, Interior Finishes for the first term for a full year of 365 calendar days. This extension will be based on the terms found in the original agreement dated April 26, 2018. The term of this piggyback renewal will be March 28, 2019 through March 27, 2020. This is the first annual renewal, giving the District the option to renew the piggyback for three additional one year terms.

Motion by Nelson Martinez, second by Roger Banuelos.

Final Resolution: Motion Carries

Yea: JoAnne Kaneda, Neil Goldman, Nelson Martinez, Roger Banuelos

Action: 7.2 Approve Renewal of Piggyback 2: Synthetic Turf, Concrete, Asphalt and Ancillary Equipment for Routine and Deferred Maintenance

It is recommended the District exercise its option to extend Piggyback 1: Synthetic Turf, Concrete, Asphalt and Ancillary Equipment the first term for a full year of 365 calendar days. This extension will be based on the terms found in the original agreement dated April 26, 2018. The term of this piggyback renewal will be March 28, 2019 through March 27, 2020. This is the first annual renewal, giving the District the option to renew the piggyback for three additional one year terms.

Motion by Nelson Martinez, second by Roger Banuelos.

Final Resolution: Motion Carries

Yea: JoAnne Kaneda, Neil Goldman, Nelson Martinez, Roger Banuelos

Action: 7.3 Approve Renewal of Piggyback 3: Sports Equipment for Routine and Deferred Maintenance

It is recommended the District exercise its option to extend Piggyback 3: Sports Equipment for the first term for a full year of 365 calendar days. This extension will be based on the terms found in the original agreement dated April 26, 2018. The term of this piggyback renewal will be March 28, 2019 through March 27, 2020. This is the first annual renewal, giving the District the option to renew the piggyback for three additional one year terms.

Motion by Nelson Martinez, second by Roger Banuelos.

Final Resolution: Motion Carries

Yea: JoAnne Kaneda, Neil Goldman, Nelson Martinez, Roger Banuelos

LETTER OF RENEWAL 2019-2020



WISEBURN UNIFIED SCHOOL DISTRICT

Blake Silvers, Ed.D., Superintendent

Board of Trustees

JoAnne Kaneda, President • Roger Bañuelos, Vice President/Clerk
Nelson Martinez, Member • Neil Goldman, Member • Israel Mora, Member

March 29, 2019

Mr. Anthony Leyds
KYA Services, LLC.
1800 East McFadden Ave.
Santa Ana, CA 92705

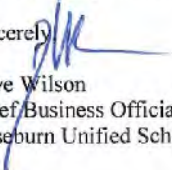
Subject: *Letter of Renewal-Piggyback # 2: Synthetic Turf, Concrete, Asphalt, and Ancillary Equipment for Routine and Deferred Maintenance*

Dear Mr. Leyds,

For your information, the School Board at its regularly scheduled meeting on March 28, 2019 has approved to renew *Piggyback 2: Synthetic Turf, Concrete, Asphalt, and Ancillary Equipment for Routine and Deferred Maintenance* by exercising its option to extend our agreement for a fourth term for a full year of 365 calendar days. This extension is based on the terms found in the original agreement dated April 26, 2018.

Should you have any questions or need additional information, please feel free to contact Annie Aung at (310) 331-8102 or email any questions to aaung@wiseburn.org.

Sincerely,


Dave Wilson
Chief Business Official
Wiseburn Unified School District

201 North Douglas Street, El Segundo, CA 90245 • Phone: (310) 725-2101 • Fax: (424) 277-1590

BOARD MINUTES APPROVING EXTENSION 2020-2021

[Pending Board Approval]

LETTER OF RENEWAL 2020-2021

[Pending Board Approval]

BOARD MINUTES APPROVING EXTENSION 2021-2022

[Pending Board Approval]

LETTER OF RENEWAL 2021-2022

[Pending Board Approval]

BOARD MINUTES APPROVING EXTENSION 2022-2023

[Pending Board Approval]

LETTER OF RENEWAL 2022-2023

[Pending Board Approval]